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.

November 13, 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: Smyrna Fire Dept. Chief, Brian Goss

3. Roll Call

4. Approval or Correction of Minutes

a. October 14, 2025, regular meeting, the October 15, 2025, and October 22, 2025, special-called meeting, the October 30, 2025, quarterly joint meeting between Council and the Planning Commission, and the October 30, 2025, workshop meeting of the Town Council.

5. Awards and Recognitions

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, a one-year agreement with Thomas and Hutton for sewer flow monitoring.

b. Approval of the terms of, and authorization for the Mayor to execute, a contract with Thomas and Hutton for a sewer flow model.

c. Approval of the terms of, and authorization for the Mayor to execute, a contract with Thomas and Hutton relative to the Almaville Road (Stewart's Creek Basin) Lift Station Design.

d. Approval of the terms of, and authorization for the Mayor to execute, a contract with Calgon Carbon for Powder Activated Carbon for the Water Treatment Plant.

e. Approval of the terms of, and authorization for the Mayor to execute, the contract for the Town's Onsite Health Center services to Premise Health.

f. Approval of the terms of, and authorization for the Mayor to execute, a contract with BIS Digital for the procurement and installation of a courtroom recording system.

g. Approval of the terms of, and authorization for the Mayor to execute, a contract with Recite Me for the procurement and installation of a Website ADA Compliance Tool.

h. Approval of the terms of, and authorization for the Mayor to execute, a contract with the State of Tennessee, Department of Finance and Administration, Strategic Technology Solutions to accept the Fiscal Year '23 Cybersecurity Grant.

i. Approval of the terms of, and authorization for the Mayor to execute, a contract renewal with the Tennessee Highway Safety Office (THSO) for Fiscal Year '26, in the amount of $60,000.

j. Approval of the terms of, and authorization for the Mayor to execute, a three (3) year contract with Flock Group Inc. for police department flock cameras within town limits.

k. Approval of the terms of, and authorization for the Mayor to execute, a contract with The Foundation Specialists (TFS) for foundation repair at the Gregory Mill Park south restroom building.

l. Approval of the terms of, and authorization for the Mayor to execute, a contract with Tim Payne Painting for Event Center painting.

m. Approval of the terms of, and authorization for the Mayor to execute, a contract with Adams Contracting, LLC for the Rock Springs Road over Rock Springs Branch Bridge Repair.

n. Approval of the terms of, and authorization for the Mayor to execute, Amendment No.1 with HMB Professional Engineers, Inc. for Construction

Engineering and Inspection (CEI) Services for the Rock Springs over Rock Springs Branch Bridge Repair.

o. Approval of the terms of, and authorization for the Mayor to execute, a contract with Ragan Smith Associates for the update to the Comprehensive Plan.

7. Old Business

a. **PUBLIC HEARING**: Consideration of a Resolution relative to a Plan of Services for property located on Tax Map 50, Parcel 31.00.

b. **PUBLIC HEARING**: Consideration of an Ordinance relative to the annexation and R-3 zoning of property on Tax Map 50, Parcel 31.00 requested by CLQ Land on behalf of Chao Wen Dong containing 21.7 acres. The property is located at 5198 Lee Road.

c. Consideration of a Resolution in memorandum of Ordinance #25-32 relative to the annexation and R-3 zoning of property located on Tax Map 50, Parcel 31.00.

d. **PUBLIC HEARING**: Consideration of an Ordinance relative to the rezoning of property located on Tax Map 55, Parcel 11.12 owned by Unico TN, LLC containing .91 acre from PID to C-2. The property is located west of Almaville Road.

e. **PUBLIC HEARING**: Consideration of an Ordinance amending Smyrna Municipal Code Title 15, Chapter 6, Section 622 relative to Modified Public Transportation Vehicles.

8. New Business

a. Planning Commission Report

1. Consideration of an Ordinance relative to the annexation and PUD zoning of property on Tax Map 11, Parcel 5.00 requested by 452 Properties, LLC containing 225.25 acres. The property is located on Mona Road east of I-840.

2. Consideration of an Ordinance relative to the rezoning of property located on Tax Map 28K, Group A, Parcel 1.00 owned by Arsany Ghobrial containing .28 acre from R-3 to C-4. The property is located at 519 Noel Lane.

3. Consideration of an Ordinance relative to the rezoning of Tax Map 28J, Group A, Parcel 2.00, from R-3 to C-4 requested by James and Angela Schmidt. The property requested to be rezoned contains approximately .72 acre and is located at 1205 Rock Springs Road.

4. Consideration regarding the acceptance of two tracts of land to be donated to the Town by Drapac for use as a fire station and a public park.

b. Consideration and authorization for the Mayor to execute an agreement between the Town of Smyrna and Stars and Stripes 3H, 3L and 30 relative to Lyndwood.

c. Consideration of a Resolution adopting the Town of Smyrna Logo, Branding Guidelines and proposed Usage Agreement for outside entities.

d. Consideration of a Resolution establishing the dates, times and place of the regular meetings and work sessions of the Town Council for calendar year 2026.

e. Consideration of the appointment of one (1) member to serve on the Planning Commission for an unexpired term ending in 2026.

f. Consideration of the appointment of one (1) member to the Linebaugh Library Board of Directors to serve an unexpired term ending in 2027.

g. Consideration of the appointment of three (3) members to serve on the Municipal Industrial Development Board; one (1) member to serve an unexpired term ending in 2027, one (1) member to serve a term ending in 2030, and one (1) member to serve a term ending in 2031.

9. Other

10. Status Reports

September State Shared tax & September Local Sales tax.

11. Correspondence & Announcements

12. Adjournment

TOWN OF SMYRNA

TOWN COUNCIL MEETING

MINUTES

October 14, 2025 **5:00 PM**

Smyrna Town Hall

Charles King Presentation- "Gateway Signs"

Charles King presented Council with the proposed design of Town Gateway Signs.

1. Public Comment

The following citizens spoke under public comments:

- Leanna Leavitt, 212 Meridian Drive, Smyrna- “Development next to Saddle Grove”
- Tanya Hadley, 216 Meridian Drive, Smyrna- “Rocky Fork Almaville Road (at Tax Map Parcel 54 and 18)”
- Eric Chynoweth, 109 Cannonade Ct., Smyrna- “Development next to Saddle Grove.”

2. Call to Order

Mayor Reed called the meeting to order at 5:55 p.m.

Prayer: Smyrna Police Department Chaplain, Bob Horn

The invocation was led by Smyrna Police Department Chaplain, Bob Horn.

Pledge of Allegiance: Town Manager David Santucci

The Pledge of Allegiance was led by Town Manager, David Santucci.

3. Roll Call

The roll was called by the Town Clerk and the following Town Council Members were present: Mayor Mary Esther Reed, Vice-Mayor Marc Adkins, and Council Members Gerry Short, HG Cole, Jerome Dempsey, Racquel Peebles and Steve Sullivan.

4. Approval or Correction of Minutes

4.a. September 9, 2025, Regular Meeting of the Town Council, the September 25, 2025, Workshop Meeting, and the September 30, 2025, Special-Called meeting of the Town Council.

Following discussion, Vice-Mayor Marc Adkins made a motion to approve the minutes from the September 9, 2025 Regular Meeting of the Town Council, the September 25, 2025 Workshop Meeting and the September 30, 2025 Special-Called meeting of the Town Council. Council Member Steve Sullivan seconded the motion. Following further discussion, the motion was approved 7-0.

5. Awards and Recognitions

There were no awards or recognitions at this time.

6. Consent Agenda

The following Consent Agenda items were next presented for consideration by the Town Council. Following discussion, Council Member Jerome Dempsey made a motion to approve all Consent Agenda items. Said motion was seconded by Council Member Vice-Mayor Marc Adkins, and after further discussion, approved 7-0.

6.a. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Motorola Solutions via a State Contract relative to the purchase of radios and related communications equipment and software for the Fire Department.

6.b. Approval of the terms of, and authorization for the Mayor to execute, amendment #1 with Kimley-Horn for right-of-way and landscape services for the new section of sidewalk along Old Nashville Highway between St. Lukes and St. Matthews.

6.c. Approval of the terms of, and authorization for the Mayor to execute, amendment #1 to the agreement with Kimley-Horn relative to the Enon Springs Road Sidewalk Project for additional boundary survey and right-of-way design.

6.d. Approval of the terms of, and authorization for the Mayor to execute, a contract with Barge Solutions for a corridor study of Industrial Boulevard from Sam Ridley to the west connection of Teams Boulevard.

6.e. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Universal Linen for the Smyrna Event Center.

6.f. Approval of the terms of, and authorization for the Mayor to execute, a contract with the Tennessee Department of Tourist Development's Tourism Enhancement Grant for FY 25, in the amount of $41,000.

6.g. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Three Boys Consulting, LLC relative to the Waste Water Treatment Plant Metal Storage Building at the Sludge Haul Site.

6.h. Approval of the terms of, and authorization for the Mayor to execute, a 1-year contract extension relative to banking services with First Horizon Bank.

6.i. Approval of a list of surplus items to be sold through online auction with GovDeals.

6.j. Approval of the terms of, and authorization for the Mayor to execute, a Memorandum of Understanding with the City of Murfreesboro, the City of LaVergne and Rutherford County to jointly fund a study exploring the benefits of consolidating emergency dispatch services into a unified communications center.

6.k. Approval of the terms of, and authorization for the Mayor to execute, an agreement with NashComm to encrypt all Police Department radios and the communications division.

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".

7. Old Business

7.a. PUBLIC HEARING: Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article IV, Section 4.075, and Article V, Sections 5.051.1, 5.051.2, 5.051.3, 5.051.4, 5.051.5, and 5.051.6 regarding the required minimum building setbacks for detached accessory structures.

The Town Council next considered on second and final reading an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article IV, Section 4.075, and Article V, Sections 5.051.1, 5.051.2, 5.051.3, 5.051.4, 5.051.5, and 5.051.6 regarding the required minimum building setbacks for detached accessory structures. The Planning Commission recommended approval of this amendment.

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, Vice-Mayor Marc Adkins made a motion to approve the Ordinance on second and final reading. Council Member HG Cole seconded the motion. 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 #25-29)

7.b. PUBLIC HEARING: Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article V, Section 5.052.4 relative to the addition of the use Tourist Home to the Uses Allowed by Right in the C-4 Neighborhood Service Business District.

The Town Council next considered on second and final reading an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article V, Section 5.052.4 relative to the addition of the use Tourist Home to the Uses Allowed by Right in the C-4 Neighborhood Service Business District. The Planning Commission recommended approval of this amendment.

At this time, Mayor Reed recessed the meeting without objection, and a public hearing was opened related to the agenda item. Citizen, Dan Epright, 114 Seward Street, Smyrna, 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 the Ordinance on second and final reading. Council Member Jerome Dempsey seconded the motion. 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 "3." (Ordinance #25-29)

8. New Business

8.a. Planning Commission Report

8.a.1. Consideration of an Ordinance relative to the annexation and C-2 zoning of property on Tax Map 55C, Group B, Parcel 30.00, requested by Armias Development Group, LLC containing 1.27 acres. The property is located at 101 McNairy Lane.

The applicant requested to withdraw the application for consideration. There was no further action to take on this item at this time.

8.a.2. Consideration of an Ordinance relative to the annexation and R-3 zoning of property on Tax Map 50, Parcel 31.00 requested by CLQ Land on behalf of Chao Wen Dong containing 21.7 acres. The property is located at 5198 Lee Road.

The Town Council next considered on first reading an Ordinance relative to the annexation and R-3 zoning of property on Tax Map 50, Parcel 31.00 requested by CLQ Land on behalf of Chao Wen Dong containing 21.7 acres. The property is located at 5198 Lee Road. The recommendation of the Planning Commission was that the request be approved.

Following discussion, Council Member Steve Sullivan made a motion to approve the Ordinance on first reading. Council Member Jerome Dempsey seconded the motion. Following further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "4." (Ordinance #25-32)

8.a.3. Consideration of an Ordinance relative to the rezoning of property located on Tax Map 55, Parcel 11.12 owned by Unico TN, LLC containing .91 acre from PID to C-2. The property is located west of Almaville Road.

The Town Council next considered on first reading an Ordinance relative to the rezoning of property located on Tax Map 55, Parcel 11.12 owned by Unico TN, LLC containing .91 acre from PID to C-2. The property is located west of Almaville Road. The recommendation of the Planning Commission was that the request be approved.

Following discussion, Vice-Mayor Marc Adkins made a motion to approve the Ordinance on first reading. Council Member Steve Sullivan seconded the motion. Following further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “5.” (Ordinance #25-33)

8.b. Consideration and approval of new and revised Smyrna Police Department policies: "Unmanned Aircraft Systems (Drones)" Policy Number: 2-59, "Appearance, Uniform and Equipment" Policy Number: 3-7 and "Procedures for Handling the Mentally Ill" Policy Number: 2-32.

The Town Council next considered the approval of new and revised Smyrna Police Department policies: "Unmanned Aircraft Systems (Drones)" Policy Number: 2-59, "Appearance, Uniform and Equipment" Policy Number: 3-7 and "Procedures for Handling the Mentally Ill" Policy Number: 2-32.

Following discussion, Vice-Mayor Marc Adkins made a motion to approve said policies. Council Member Racquel Peebles seconded the motion. Following further discussion, the motion was approved 7-0.

A copy of said policies, as approved, are attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “6.”

8.c. Consideration of an Ordinance amending Smyrna Municipal Code Title 15, Chapter 6, Section 622 relative to Modified Public Transportation Vehicles.

The Town Council next considered on first reading an Ordinance amending Smyrna Municipal Code Title 15, Chapter 6, Section 622 relative to Modified Public Transportation Vehicles.

Following discussion, Council Member Steve Sullivan made a motion to approve said Ordinance on first reading. Vice-Mayor Marc Adkins seconded the motion. Following further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “7.” (Ordinance #25-30)

9. Other

There were no other business items for the Council's consideration at this time.

10. Status Reports

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

August State Shared Tax
August Local Sales Tax

11. Correspondence & 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.

12. Adjournment

Without objection, the meeting was adjourned at 7:09 p.m.

Town of Smyrna, Tennessee

_____

Mary Esther Reed, Mayor

Attest:

_____

Amber Hobbs, Town Clerk

TOWN OF SMYRNA

TOWN COUNCIL
SPECIAL-CALLED MEETING

MINUTES

October 15, 2025 **3:00 PM**

Smyrna Town Hall

1. Public Comment

There were no public comments at this time.

2. Call to Order

Vice-Mayor Adkins called the meeting to order at 03:00 PM.

3. Old Business

There was no old business before the Council at this time.

4. New Business

4.a. Presentation and review of the results of the recently conducted Employee Engagement Survey through Energage.

Town Manager, David Santucci, and Director of Human Resources, Jeff Craig, presented Council with a summary of the results of the Employee Engagement Survey recently conducted through Energage, including next steps for management and staff.

5. Other

At this time, Town Clerk, Amber Hobbs, provided Council a brief update on the implementation and launch of SeeClickFix and the My Smyrna app.

There was no other business before Council at this time.

6. Adjournment

Following discussion of said agenda items, without objection, the meeting was adjourned at 4:13 PM.

Town of Smyrna, Tennessee

_____

Mary Esther Reed, Mayor

Attest:

_____

Amber Hobbs, Town Clerk

TOWN OF SMYRNA

TOWN COUNCIL
SPECIAL-CALLED MEETING

MINUTES

October 22, 2025 **4:00 PM**

Smyrna Town Hall

1. Public Comment

There were no public comments at this time.

2. Call to Order

Mayor Reed called the meeting to order at 04:00 PM.

The following Town Council Members were present: Mayor Mary Esther Reed, Vice-Mayor Marc Adkins and Council Members Jerome Dempsey, Racquel Peebles, H.G. Cole and Steve Sullivan.

In addition to Town Council members, various other officials, staff members, citizens and members of the media were present.

3. Old Business

There was no Old Business to be considered by the Council at this time.

4. New Business

4.a. Discussion of the Tennessee Comptroller's presentation given at the Rutherford County Commission meeting on Thursday, October 16, 2025, relative to the Property Assessor's Office.

At this time, Town Manager David Santucci, Town Council members, Rutherford County Trustee, Teb Batey, and Finance Director Sierra Lowry discussed the Tennessee Comptroller's presentation given at the Rutherford County Commission meeting on Thursday, October 16, 2025, relative to the Property Assessor's Office, how the Comptroller's findings may affect Town of Smyrna residents, and the Town of Smyrna's plan to keep residents informed throughout the process.

5. Other

There is no other business before the Council at this time.

6. Adjournment

Without objection, the meeting was adjourned at 4:27 p.m.

Town of Smyrna, Tennessee

_____

Mary Esther Reed, Mayor

Attest:

_____

Amber Hobbs, Town Clerk

TOWN OF SMYRNA

TOWN COUNCIL
& PLANNING COMMISSION QUARTERLY JOINT MEETING

MINUTES

October 30, 2025 **3:00 PM**

Smyrna Town Hall

1. Public Comment

There were no public comments at this time.

2. Call to Order

Mayor Reed called the meeting to order at 03:00 PM. The following Town Council Members and Planning Commission members were present: Mayor Mary Esther Reed, Vice-Mayor Marc Adkins, and Council Members H.G. Cole, Racquel Peebles, Steve Sullivan and Jerome Dempsey. In addition, Planning Commission members Matthew Carver, Salena Scott, Charles Scurr, and Ken Hill were present.

Council Member Gerry Short and Planning Commission member Tim Morrell were not present for the meeting. In addition to Council and Planning Commission members, various Town staff and citizens were also in attendance for the meeting.

3. Items for Discussion

The following agenda items were discussed between the Town Council and Planning Commission.

3.a. Tree Ordinance/Landscaping Requirements.

3.b. Self-Storage Buildings in Commercial Districts.

3.c. Temporary Retail Uses.

3.c.1. Mobile Food Vendors.

This item was tabled until the next meeting due to lack of time for discussion.

3.c.2. Temporary Outdoor Sales of Food or Retail Merchandise.

3.c.3. Yard Sales.

3.c.4. Fireworks.

3.d. Watershed Zoning & Buffers.

This item was tabled until the next meeting due to lack of time for discussion.

3.e. Accessory Apartments in R-4 Districts.

This item was tabled until the next meeting due to lack of time for discussion.

4. Other

There was no other business for discussion at this time.

5. Adjournment

Following discussion of various agenda items, without objection, the meeting was adjourned at 4:51p.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 OCTOBER 30, 2025

The Town Council of the Town of Smyrna, Rutherford County, Tennessee, met in a work session at 5:00 p.m. on October 30, 2025, at Town Hall to discuss various agenda items. The following Town Council Members were present:

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

Council Member Gerry Short was not present for this meeting.

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

Prior to the discussion of various agenda items, the following citizens spoke under public comment: Travis Windrow relative to Codes Enforcement at Foxland Drive and Paul Reinke relative to a Development Agreement with the Town, Hillwood and Consolidated Utility District. Ryan Chamblee from Thomas & Hutton made a presentation to Council relative to capacity at the Water Plant and Waste Water Treatment Plant.

Following discussion of various agenda items, Utilities Director, Michael Strange, announced an emergency purchase to Mechanical Automation Control Systems in the amount of $20,453.00. As part of this announcement he stated that the HVAC system that controls the WTP has obsolete software and controllers. The plan was to address the upgrade in the FY27 budget. However, two (2) controllers, one feeding the motor control center and the other feeding the membrane filtration room, have failed. The existing software will not work with the two (2) new controllers. The cost is to upgrade the software and install the new controllers to replace the ones that have failed. Mechanical Automation Control Systems installed the HVAC system during the last plant expansion in 2012, so they are very familiar with the system. The rest of the upgrade will be handled during the FY27 budget.

Without objection, the meeting was adjourned at 7:46 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: Utilities
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a one-year agreement with Thomas and Hutton for sewer flow monitoring.

Fiscal Impact:
The fiscal impact of an additional year of sewer flow moniroing is $165,000.

Contract Type:
Original Contract

Contract Term (if applicable):
This is a one-year contract

Background:
Sewer flow monitoring is essential in helping to reduce inflow and infiltration (I & I) coming into the plant. With damaged facilities such as cracked sewer mains and manholes, sewer flow monitoring will provide guidance on prioritization of needed sewer rehabilitation projects. The utilities department began sewer flow monitoring back in FY22.

Summary:
Continue sewer flow monitoring for an additional year to help reduce inflow to the Waste Water Treatment Plant.

Recommended Council Action:
Staff recommends approval of an additional year of sewer flow monitoring contract with Thomas and Hutton.

Attachments:
1. Thomas & Hutton Agreement

October 3, 2025

Mr. Michael Strange
Town of Smyrna Utilities Director
315 South Lowry Street
Smyrna, TN 37167

Re: Town of Smyrna, Tennessee
Sewer Basins Flow Monitoring (2025 – 2026)
Letter Agreement for Services

Dear Mr. Strange:

Thank you for requesting our engineering consulting services for development of sewer basin flow monitoring. Our services will be performed in conjunction with our sub–consultant, CSL Services.

We propose to perform the tasks and services as described in our attached Scope of Services, 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.

We propose that payment for our Design and Bid Phase services will be as follows:

Phase	Fee Structure	Fee or Time & Expense Budget
Sewer Monitoring Phase:	Lump Sum	$ 165,000.00
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. If approved, our monthly billing will be as described in the attached General Provisions. Should additional tasks be requested by the Town, the associated additional services costs as outlined in the attached terms and conditions will apply.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project cost. We will endeavor to work within those limitations.

This proposal between the Town of Smyrna, Tennessee ("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

_____ **CLIENT'S INITIALS**

LBM **CONSULTANT'S INITIALS**

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. The project is estimated to take 14 months to complete.

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 November 30, 2025, unless changed by Thomas & Hutton in writing. We appreciate the opportunity to provide professional engineering services to the Town of Smyrna Utilities Department for this project.

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

Respectfully,

THOMAS & HUTTON ENGINEERING CO.

By _____
Lisa Muzekari, PE
(Principle/Environmental Group Manager)

By _____
Ryan Chamblee, PE
(Environmental Group Leader/Project Manager)

Enclosures: General Provisions
Consulting Services Rate Sheet

ACCEPTED:

TOWN OF SMYRNA, TENNESSEE

ACCEPTED: _____, 2025

By_____

_____
TITLE

_____ **CLIENT'S INITIALS**

LBM **CONSULTANT'S INITIALS**

SCOPE OF SERVICES

Thomas & Hutton will provide engineering consulting services in conjunction with our sub–consultant, CSL Services. As previously discussed, the purpose of the flow monitoring is to continue to identify which sanitary sewer subbasins are experiencing significant inflow and infiltration (I&I) into the system. This 12–month period (October 2025 – September 2026) flow monitoring with 12 flow meters will allow continued prioritization of the sub–basins. As outlined in our September 2025 Flow Meter Study, our recommended priorities are to move flow monitoring within Basin B while continuing to monitor withing Basin F, focusing upstream of the existing flow meter located just downstream of Enon Spring Road and the connection point of the Nissan USA metering station. This data will be utilized to further delineate for future CCTV and Smoke Testing in preparation of rehabilitation projects. The September 2025 Flow Meter Study listed the following recommendations for continued work:

1. Isolated Basin B-142 now has the highest GPD/LF value. Relocate flow meters currently installed at F-9 and F-38 to manholes upstream of B-142 to subdivide this isolated basin.

2. Isolated Basin D-4 has the second highest GPD/LF value, but the volume is relatively small. For now, no additional activity is recommended for this isolated basin.

3. Isolated Basin B-5 has the third highest GPD/LF value. Source detection and rehabilitation should be conducted in this portion of the collection system.

4. Isolated Basin E-2 has the fourth highest GPD/LF value. Source detection and rehabilitation should be conducted in this portion of the collection system.

5. When the rehabilitation project currently underway in Basin A wraps up at the end of the year, relocate flow meters currently installed at manholes D-4 and E-2 back to manholes A-7 and A-23 to evaluate the effectiveness of that work.

6. Leave the meter at F17-003 in place and continue to compare to flows recorded at the Nissan Flume during a variety of weather conditions.

   As part of this proposal, we propose to perform the following task:

   - Site Investigations – Once a list of proposed locations has been provided, field-verify that the sites are accessible and have acceptable hydraulics for flow monitoring. If not, suggest alternate sites.
   - Flow Monitors and Rain Gauge Calibrations: Calibrate the current 12 flow monitors remote telemetry to provide flow monitoring for a 12–month period.
   - Flow Monitor and Rain Gauge Maintenance and Data Collection: Provide any maintenance required to ensure all equipment is operating properly for the designated 12–month period.
   - Collect and review data on a weekly basis.
   - Flow Data Hosting and Monthly Reporting: All data collected during the project will be hosted on a password protected web viewer.
   - Each month data will be reviewed and finalized by an experienced analyst.
   - Summary letter of the data collected will be submitted by the end of the following month.
   - Flow and rainfall data in hourly hydrographs will be included in the letter

reports, along with any significant observations made during field visits or data review.

- Fifteen–minute depth, velocity, flow, and rainfall data will be submitted in Excel format.
- Develop a Summary Report with results and recommendations.

A. Exclusions

Items **not** included in the scope of services are as follows:

- 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
- Utility location, SUE, or other utility designation services
- Location, exposure, and opening of manholes (to be provided by Town)
- 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
- Tennessee Department of Transportation permits or approvals
- Telephones, cable television, gas, and power distribution systems

These items can be coordinated or provided, if requested by the OWNER/CLIENT in writing.

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 $100,000, 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

CBM

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 Designer VI	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 Designer V Engineering Technician V	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 Project 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, Project 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 Project 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.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.b.
Department: Utilities
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with Thomas and Hutton for a sewer flow model.

Fiscal Impact:
The cost of the sewer flow model, including calibration flow projections and scenario development, is $350,000.

Contract Type:
Original Contract

Contract Term (if applicable):
The sewer model will take approximately one year to complete.

Background:
The sewer system flow model will be developed utilizing Innovyze InfoWorks modeling software, Town geographic information system (GIS) mapping data and sewer flow meter data. The model development will include calculating near-term, intermediate-term and long-term flow projections for scenario runs to determine future capital budget improvements. This sewer flow model will be critical in evaluating future developments proposed for approval by the Town.

Summary:
Thomas & Hutton to install and calibrate sewer system flow model, enabling staff to accurately assess future conditions and flows within the system.

Recommended Council Action:
Staff recommends approval of the contract with Thomas & Hutton for a sewer flow model.

Attachments:
1. Thomas & Hutton Agreement
2. Water and Sewer Capacity Study Presentation

October 3, 2025

Mr. Mike Strange
Director of Utilities
315 South Lowry Street
Smyrna, TN 37167

Re: Sewer Collection System Hydraulic Model
Letter Agreement for Services

Dear Mr. Strange:

Thank you for requesting our consulting services on the Sewer Collection System Hydraulic Model. The system model will be developed utilizing Innovyze InfoWorks modeling software, Town geographic information system (GIS) mapping data and sewer flow meter data. The model development will include calculating near-term, intermediate-term and long-term flow projections for scenario runs to determine future system improvements.

Our services will consist of the general consulting and study 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
General Consulting Phase:	Lump Sum	$ 50,000.00
Study/Modeling Phase:	Lump Sum	$ 299,000.00
Reimbursable Expenses:	Time & Expense – Budget	$ 1,000.00
Total		$ 350,000.00
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. We will endeavor to work within those limitations. At appropriate times during the Study Phase, we can submit to you our opinions as to the probable Construction Cost

_____ **CLIENT'S INITIALS**

LBM
_____ **CONSULTANT'S INITIALS**

of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

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 November 30, 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 _____
Lisa Muzekari, PE
(Principle/Environmental Group Manager)

By _____
Chris Stovall, PE
(Principle/Sr. Environmental Group Leader)

By _____
Ryan Chamblee, PE
(Environmental Group Leader/Project Manager)

____/____

Enclosures: Scope of Services
General Provisions
Consulting Services Rate Sheet

_____ **CLIENT'S INITIALS**

LBM
_____ **CONSULTANT'S INITIALS**

ACCEPTED: _____, 2025

By_____

_____
TITLE

SCOPE OF SERVICES

Our services will consist of the General Consulting Phase and Study/Modeling Phase services 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 project will consist of development of a hydraulic model of the sewer collection system utilizing Innovyze InfoWorks modeling software. The consultant shall utilize the Client's GIS mapping data, billing data, planning department approved development data, collected sewer flow meter data and recommended modeling practices to develop and calibrate the sewer system model. Approved development tracking, flow trends and population data shall be utilized to develop future flow scenarios for determining future system improvements required for serving existing and future growth.

1. SCOPE OF SERVICES

Engineering Consulting Services

A. General Consulting Phase

1. General Consulting Phase

Consultant shall assist Client during early stages of the Project. Assistance may include assembling documents, responding to questions, and feasibility analyses. This shall include requesting and reviewing Town data and files necessary to build the data set for developing the model, general GIS data review and editing, billing data review and parsing, and coordination with Town staff.

2. Project Team Meetings

Consultant shall attend Project meetings and conference calls at the request of Client and at recommended intervals for project progression and review. Project meetings shall include a kickoff meeting with the Consultant's and Client's team members and up to four (4) technical workshops to review progress and next steps. Meetings shall also include a final presentation to staff and/or the Town Council.

B. Study/Modeling Phase

Consultant will provide the following services for the Study/Modeling:

1. Model Development (Existing Conditions)

Utilizing GIS mapping the base (existing conditions) model shall be developed. This shall include importing data with the following information:

- Gravity sewer pipe pipe data, which shall include pipe diameter, material, depths, and age (approximate if available).
- Manhole structures including locations, invert data, top of casting elevations (ground elevations to be used for verification where necessary, manhole size, and material.
- Sewer lift station locations, structure elevations, pump curves, force mains with pipe diameter, material and age (approximate if available)

- Wastewater Treatment Plant including location, influent pipes and flow totals. Internal treatment processes will not be included.

2. Model Calibration

Utilizing available customer billing data, sewer flow meter data, pump drawdown tests (performed by Town personnel), approximate pipe age and material the model will be calibrated for dry and wet weather flows. The following will be developed for sewer calibration:

- Dry weather diurnal curves for each sub-basin (based on lowest 7-day dry period).
- Storm event curves for each sub-basin based on available sewer flow meter data.
- Pump drawdown tests.
- Applied N factor of 0.013.
- Verification of pipe profiles.
- Sewer model considered calibrated if "modeled" flows represent "actual" flows over a 24-hour period.

3. Flow Projections

Future flow projections will be developed based on approved development units, future land use zoning and population data and projections. Projections for near-term (5-10 years) interim (10-20 years) and long-term (20+ years) will be developed. Exact time frames will be finalized during the study based on any known development timing, Planning Department recommendations and Comprehensive Plan updates.

4. Model Scenario Development

Scenarios will be developed to analyze potential system deficiencies and identify system improvements beginning with base (existing conditions) and based on flow projections for each time frame (near-term, interim and long-term) and flow loads applied based on approved development location and number of units and undeveloped property zoning. For each scenario, capital improvement plan (CIP) recommendations will be developed to include estimated time frames for completion and estimated construction costs.

5. Study Report

A technical report will be developed detailing the model development and recommendations. The report will contain the following information.

- Introduction/Background
- Model Development
- Sewer demands and flow monitoring
- Flow Projections
- Model Calibration and methodologies
    - Dry Weather and Wet Weather
- Model Scenarios and Results
- Capital Improvements Plan and Recommendations
- Exhibit Maps, tables and appendices

C. Exclusions

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

- Survey Services
- Construction Observation Services
- 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. General Consulting Phase

Upon agreement execution, the Consultant will commence work within seven (7) calendar days and complete work described in this phase within three hundred sixty-five (365) calendar days.

B. Study/Modeling Phase

Upon agreement execution, the Consultant will commence work within seven (7) calendar days and complete work described in this phase within three hundred sixty-five (365) 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 $300,000.00, 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.

CONSULTANT'S INITIALS GBM CLIENT'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 Designer VI	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 Designer V Engineering Technician V	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 Project 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, Project 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 Project 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.

Revised September 9, 2025

THOMAS & HUTTON

TOWN OF SMYRNA
WATER AND SEWER CAPACITY ANALYSIS
OCTOBER 2025 – TOWN COUNCIL WORKSHOP

AGENDA – WATER & SEWER CAPACITY ANALYSIS

PURPOSE

Objective of the presentation is to provide updates on the water and sewer plant capacity analysis, including the following:

- Summary of Water Demands & Sewer Flows
- Evaluations and Projections
- Need for Sewer Model Development & Calibration
- Water and Sewer Near and Long-Term Improvements

OVERVIEW OF TREATMENT PLANTS

Water Treatment Plant (WTP)

- Last expansion completed in 2012
- Current design capacity of 18.3 MGD
- High Service capable of pumping 20.0 MGD

Wastewater Treatment Plant (WWTP)

- Last expansion completed January 2023
- Discharge Permit of 9.0 MGD
- Current plant capacity of 9.0 MGD with provisions for expansion to 12.0 MGD
- Adhering to antidegradation policy (holding mass loadings & reducing concentrations)

WATER DEMAND AND SEWER FLOWS

DATA RECEIVED

Monthly Operation Reports (MORs) January 2023 – August 2025 from WTP and WWTP

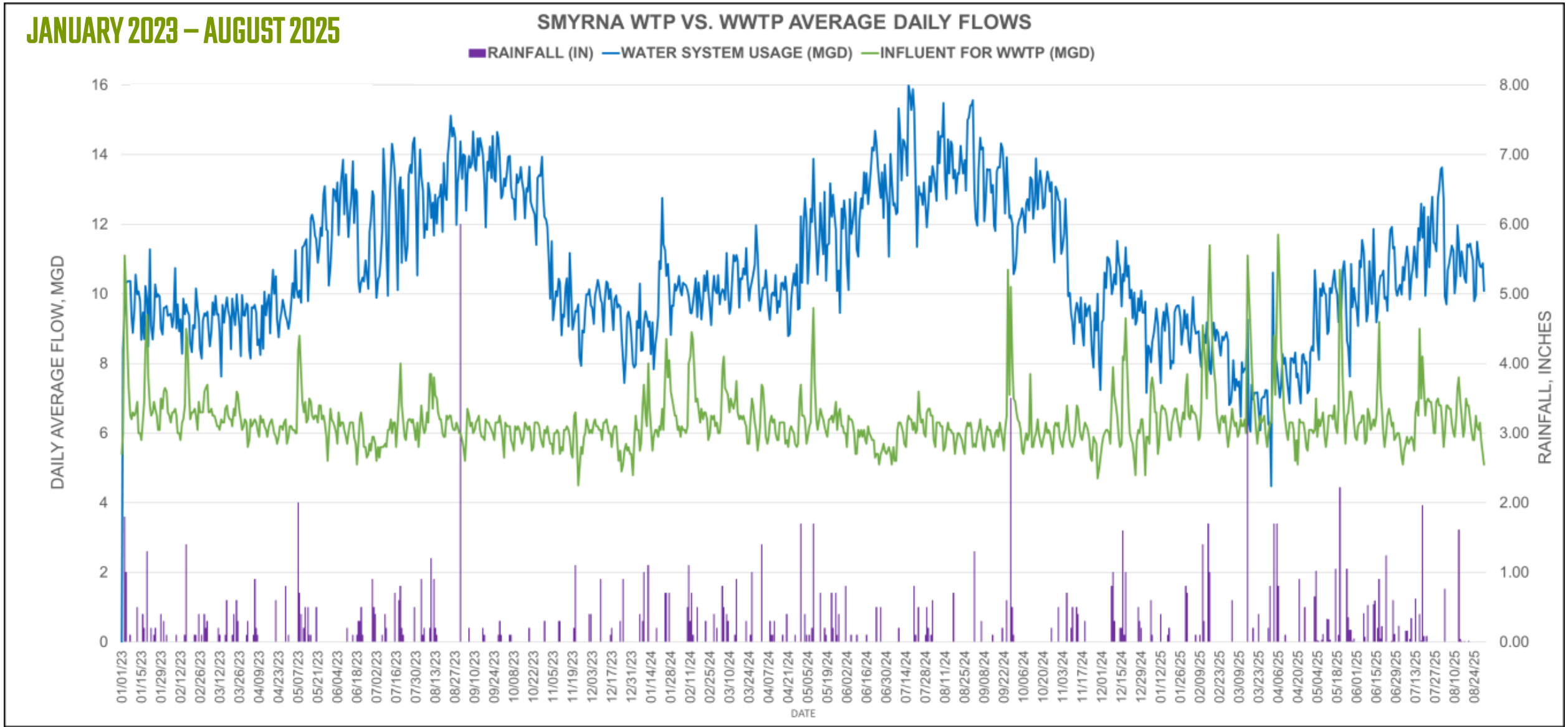
EVALUATION AND PROJECTIONS

- Water loss, water sold, peak demands, average flows
- Projections by two methods – linear, projected development construction
  - Linear based on data current trajectory
  - Projected development construction based typical demand per unit times units built per year
  - Typical demand used = 409 gpd/unit (water) *
  - Typical demand used = 230 gpd/unit (sewer) *
  - Five year average unit built per year (water) = 358*
  - Five year average unit built per year (sewer) = 639*

* Residential & commercial only – excludes industrial

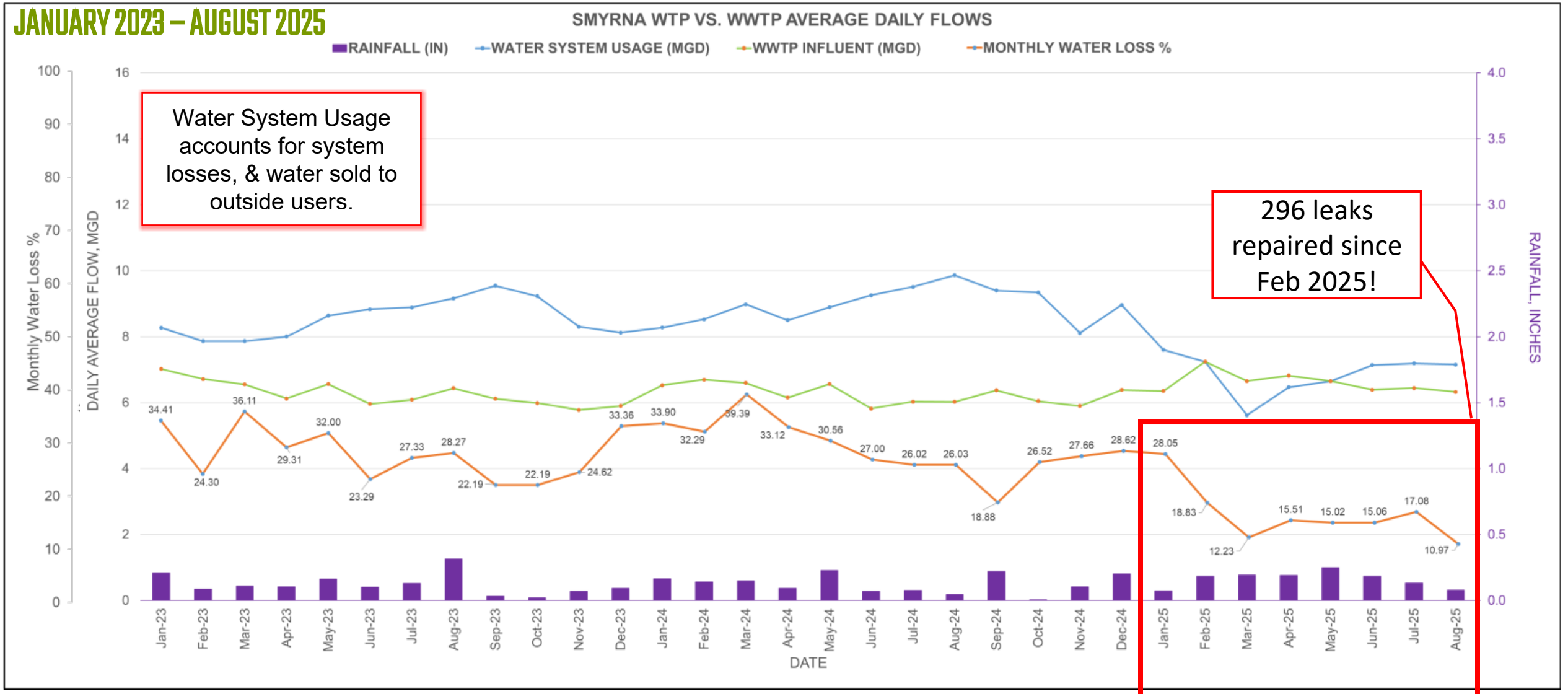
COMPARISON OF CURRENT WATER DEMAND AND SEWER FLOW

JANUARY 2023 – AUGUST 2025



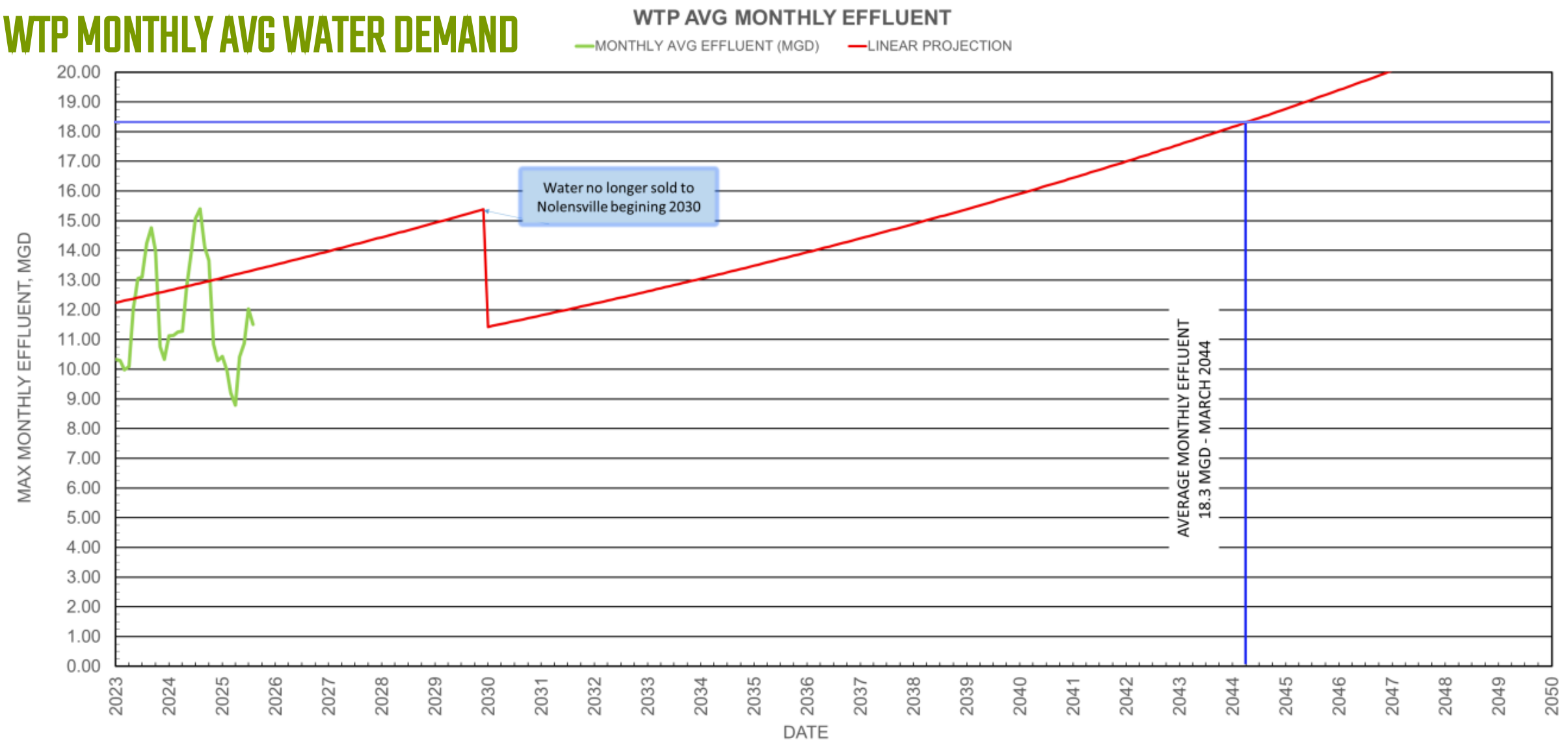
COMPARISON OF CURRENT WATER DEMAND AND SEWER FLOW: WATER LOSS

JANUARY 2023 – AUGUST 2025



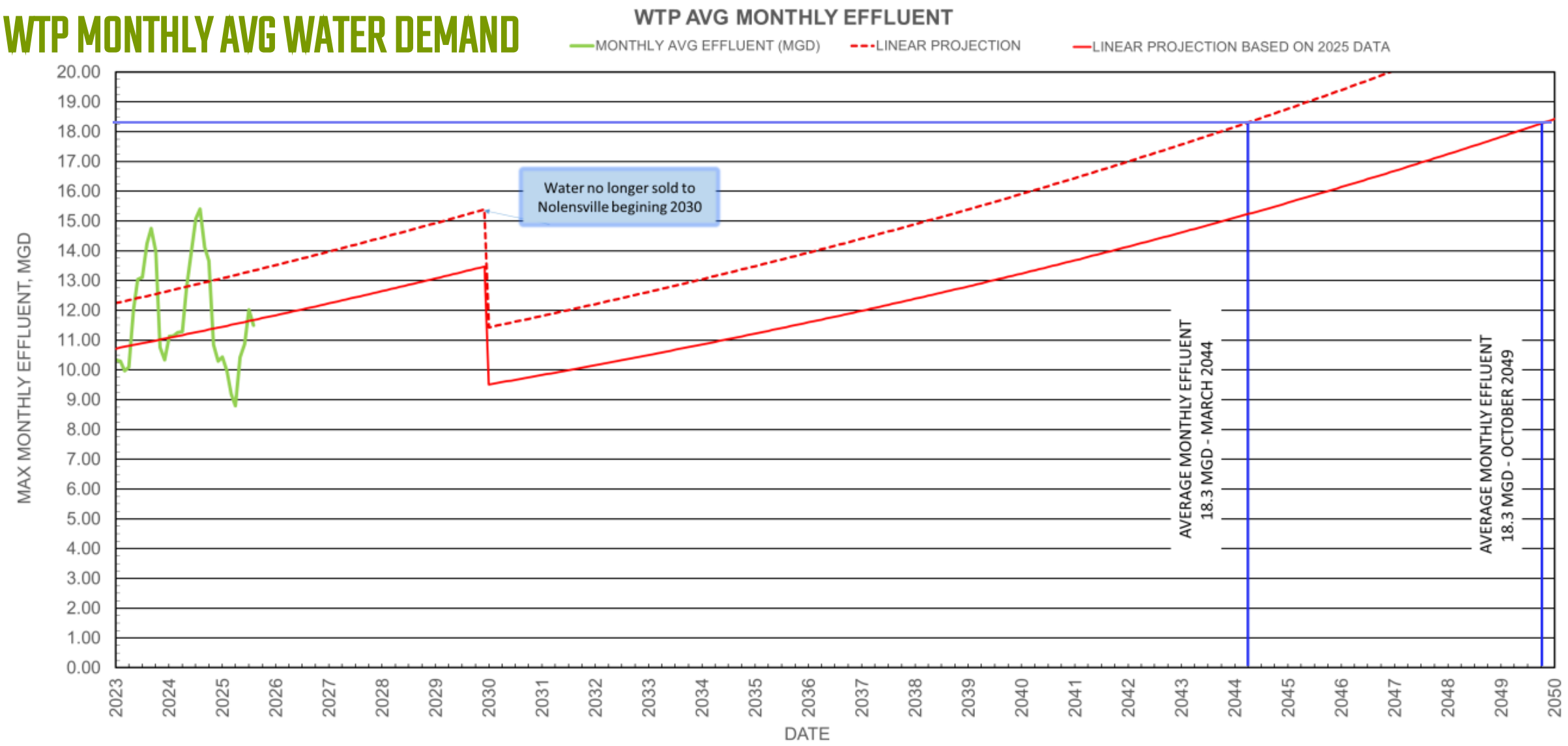
WATER DEMAND: LINEAR PROJECTION

WTP MONTHLY AVG WATER DEMAND



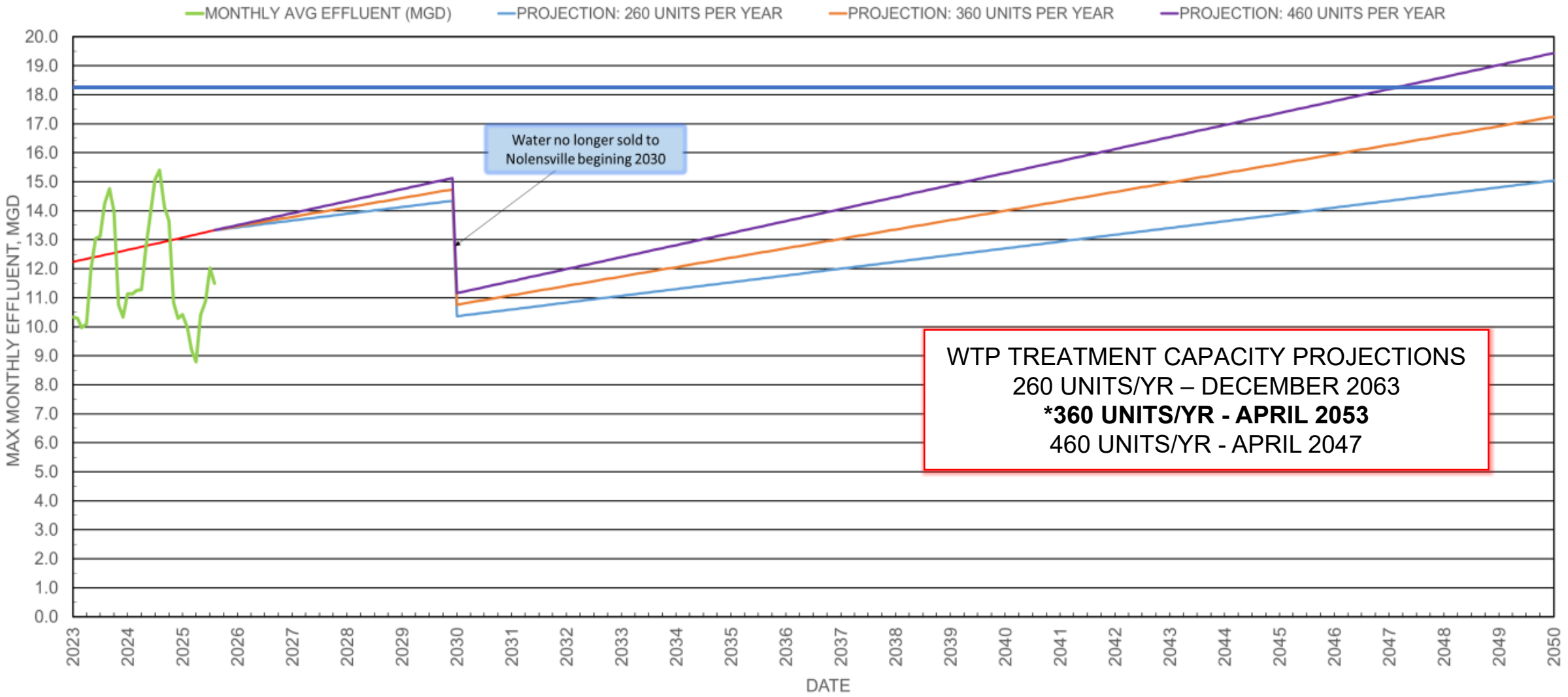
WATER DEMAND: LINEAR PROJECTION

WTP MONTHLY AVG WATER DEMAND



WATER DEMAND AND SEWER FLOW PROJECTIONS: DEVELOPMENT PROJECTION

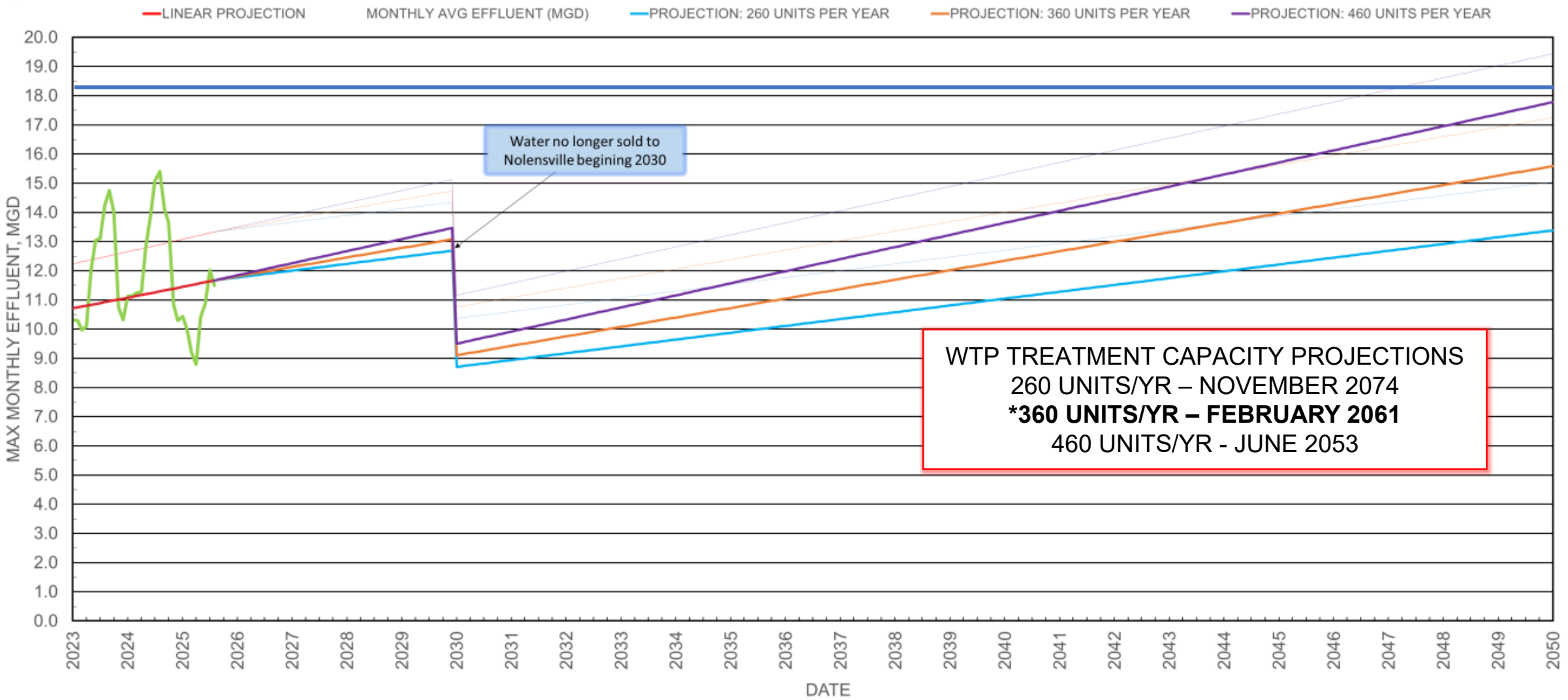
WATER DEMAND PROJECTIONS



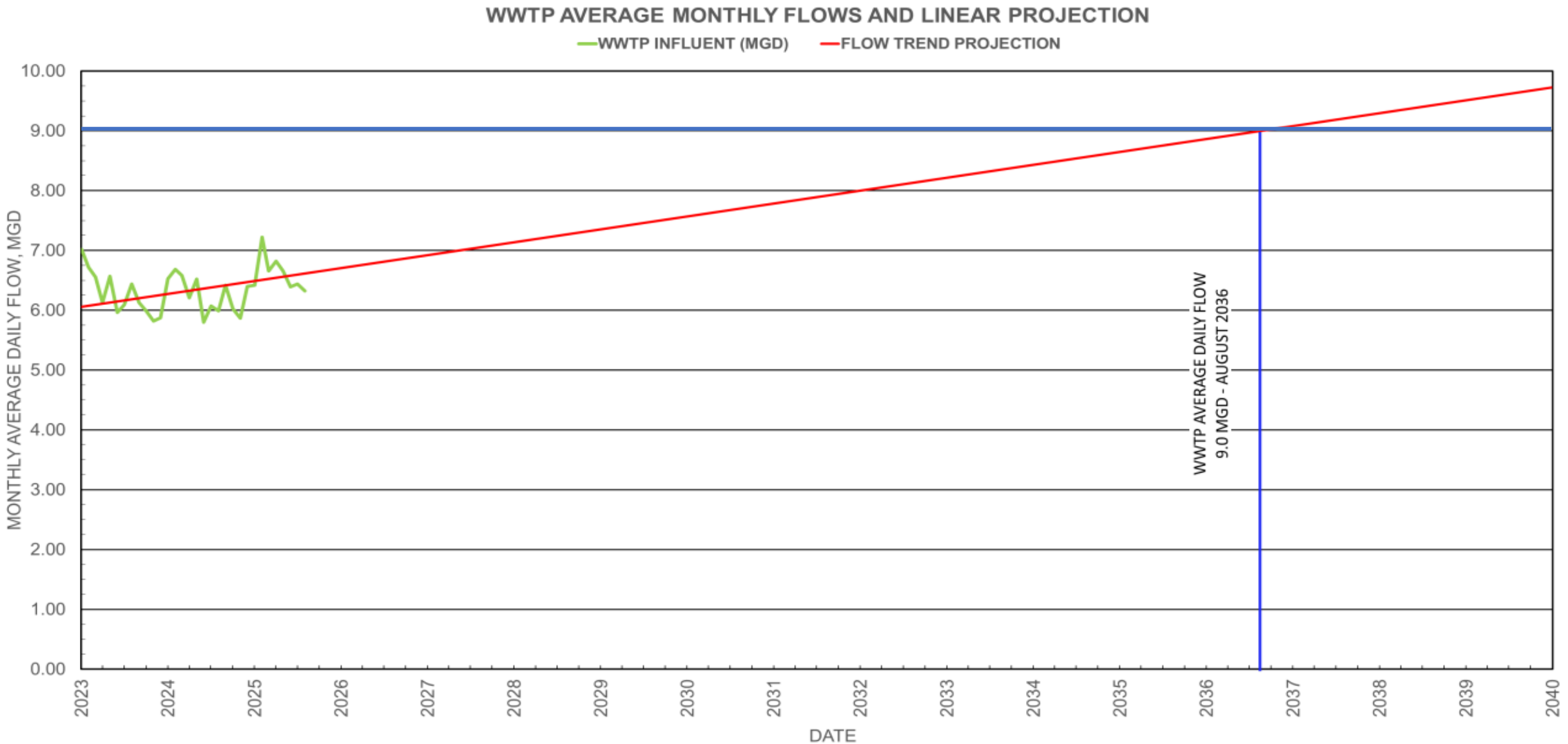
WTP TREATMENT CAPACITY PROJECTIONS
260 UNITS/YR – DECEMBER 2063
***360 UNITS/YR - APRIL 2053**
460 UNITS/YR - APRIL 2047

WATER DEMAND AND SEWER FLOW PROJECTIONS: DEVELOPMENT PROJECTION

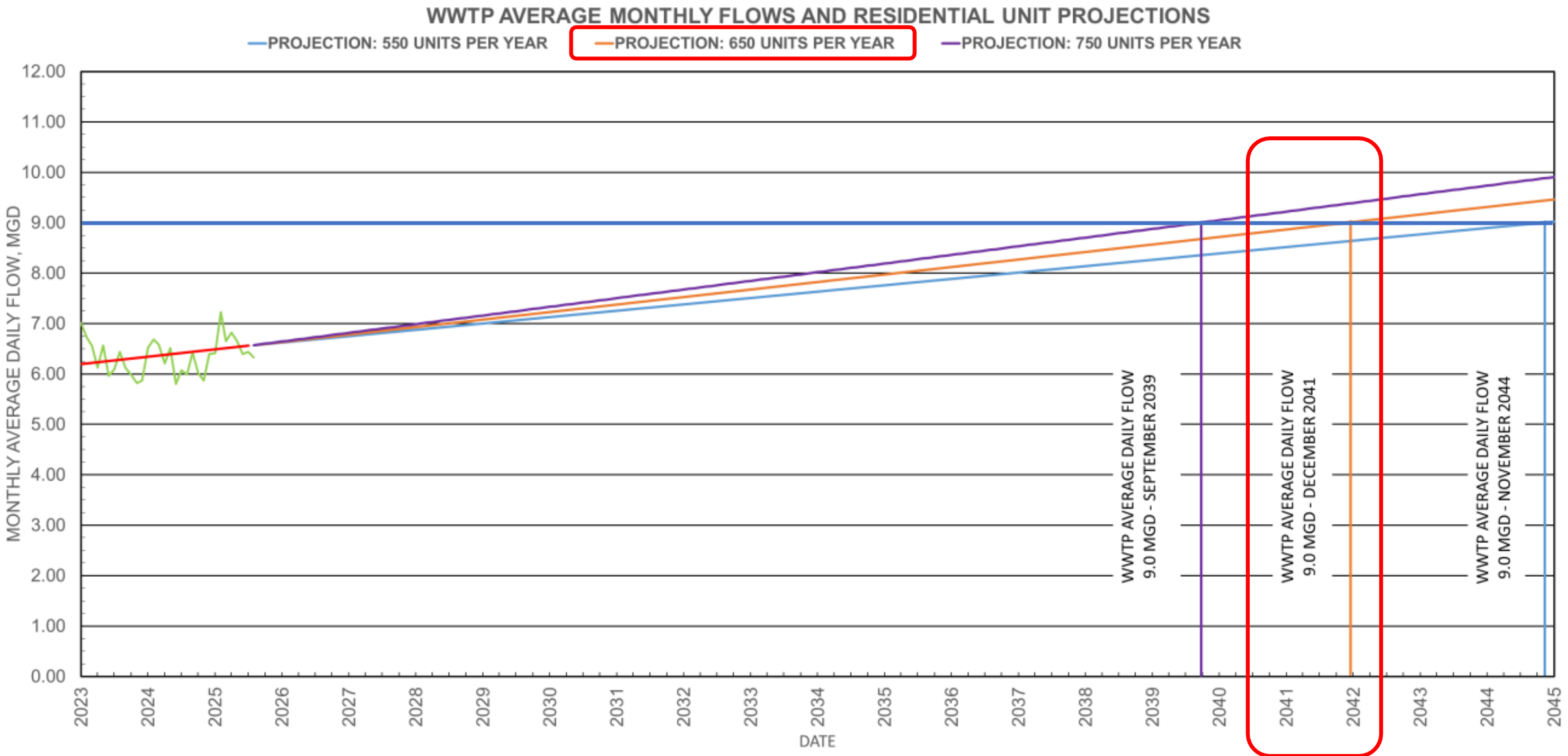
WATER DEMAND PROJECTIONS



SEWER FLOW LINEAR PROJECTIONS: WWTP AVERAGE SEWER FLOW



SEWER FLOW PROJECTIONS: DEVELOPMENT PROJECTION



SEWER HYDRAULIC MODEL DEVELOPMENT

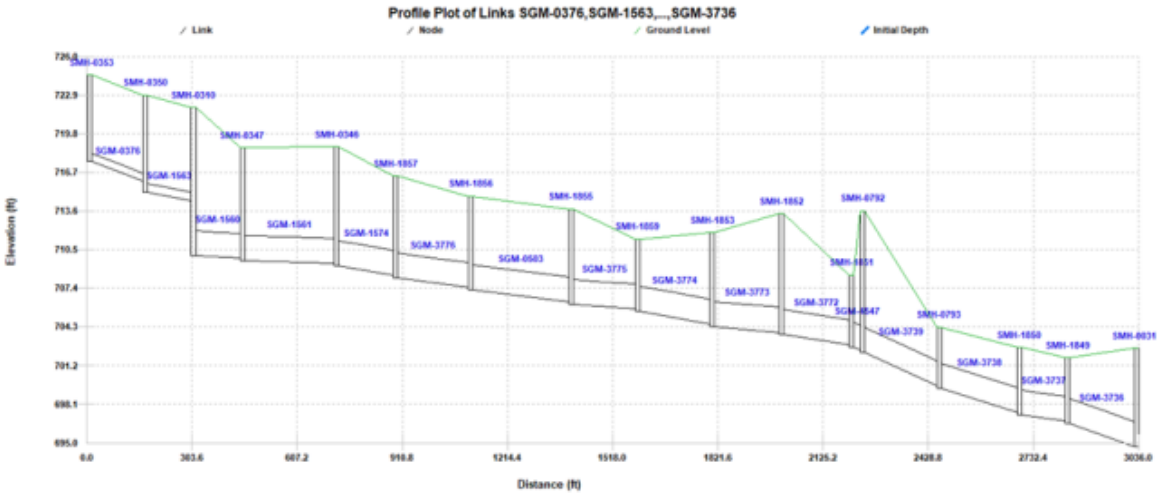
NEXT STEPS

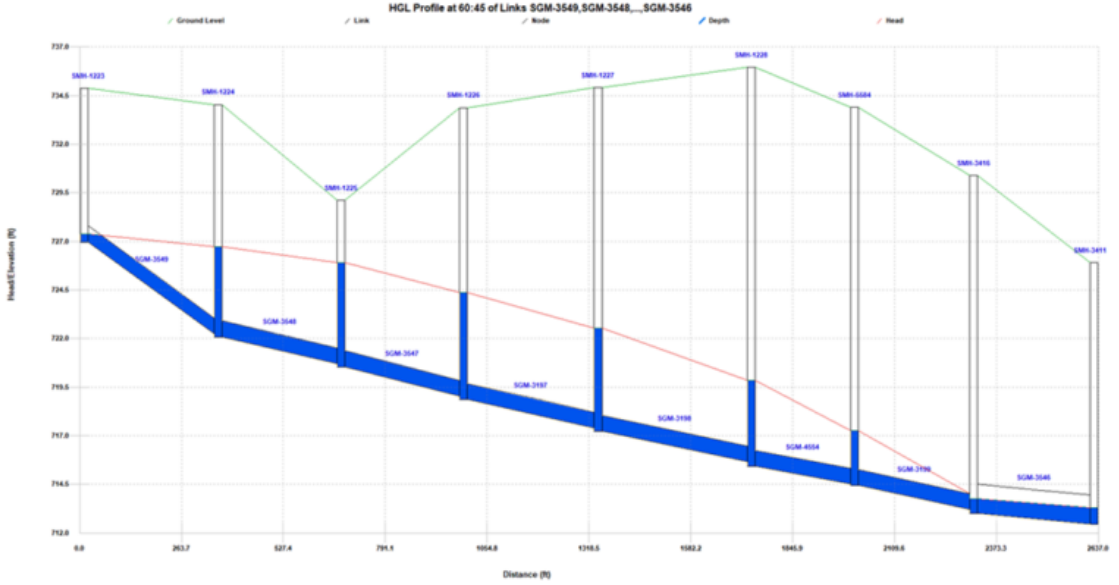
- Development of sewer hydraulic model with future scenarios
- In-depth analysis of collection system and future improvements
- Utilize Innovyze InfoWorks Modeling Software (GIS Based)
  - Import and verify GIS data
  - Analyze billing data and allocate demands
  - Develop Diurnal Curves and Calibrate to collected sewer flow data
  - Calibrate pumped systems
- Develop projections of future demands based on approved developments (5 – 10 years), (10 – 20 years)
- Develop projections of long-term demands 20+ years

SEWER HYDRAULIC MODEL DEVELOPMENT

NEXT STEPS

- Map approved developments within Town Limits and potential developments within Urban Growth Boundary based on zoning and comprehensive plan
- Scenario driven flow analysis
- Develop Capital Improvements Plan based on scenario results
- Tool for future development evaluation of system and plant capacities





CURRENT PROJECTS UPDATE

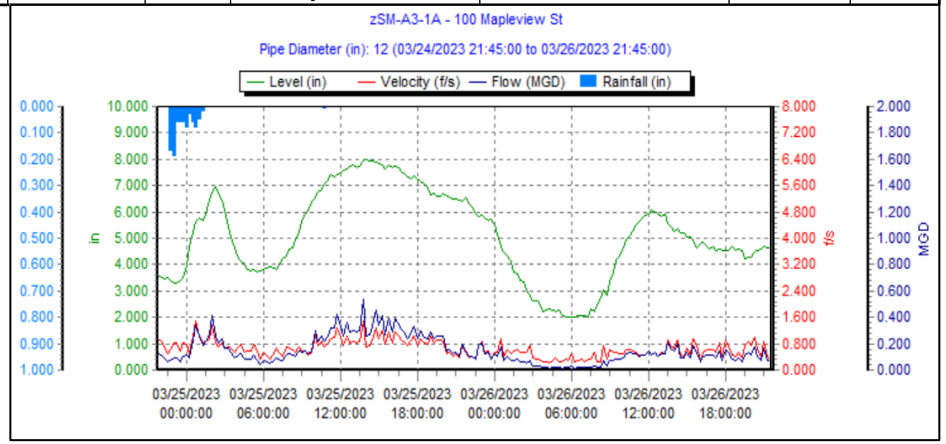
Current Projects:

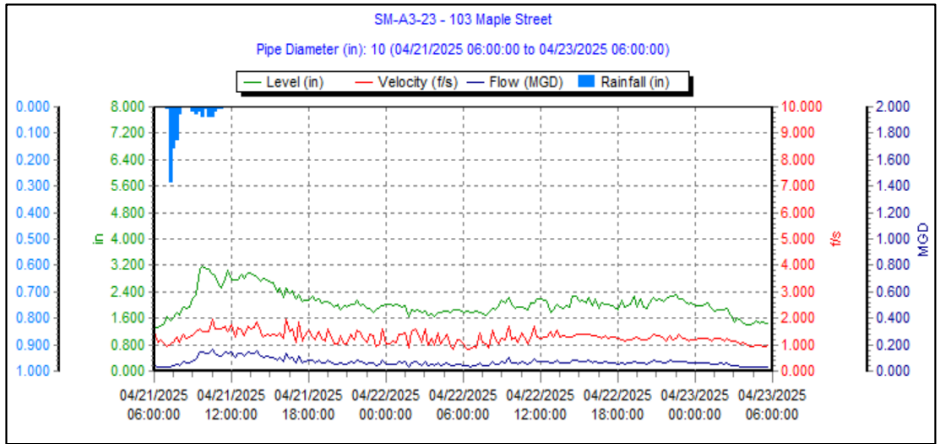
- Sewer Flow Study – 2021 to Current
- Basin A Sewer Rehabilitation Phase 1
  - Completed April 2025
- Basin A Sewer Rehabilitation Phase 2
  - Expected Completion January 2026
- Basin A Trunk at Harts Branch Upsize
  - Design ongoing

Future Projects:

- Basin F, B and E Smoke Testing and Inspections
- Basin B Trunk Upsize/Parallel Trunk
- Meadowbrook Lift Station
- Modeling Scenario CIP Recommendations

SITE	DATE RANGE	TOTAL RAINFALL (IN)	ADF (MGD)	COMPARISON EVENT			
				DATE RANGE	TOTAL RAINFALL (IN)	PEAK 15-MIN FLOW (MGD)	TOTAL FLOW (MG)
SM-A3-1A	03/20/23 TO 06/30/23	12.1	0.148	03/24 21:45 TO 03/26 21:45	0.9	0.533	0.296
SM-A3-23	03/20/25 TO 06/30/25	20.1	0.056	04/21 06:00 TO 04/23 06:00	0.9	0.166	0.138





SUMMARY

Ongoing Efforts:

- Significant improvement in water loss in 2025. Work should continue to ensure water loss does not increase, reducing available system capacity.
- Continue sewer flow monitoring to prioritize basins and analyze progress from completed rehabilitation.
- Perform smoke testing, manhole inspections and CCTV in identified basins to develop next round of rehabilitation projects.
- Develop sewer hydraulic model to identify deficiencies and capital improvements for future growth.
- Continue tracking development trends and overall plant capacities on yearly basis.

Thank You
THOMAS & HUTTON
QUESTIONS?

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.c.
Department: Utilities
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with Thomas and Hutton relative to the Almaville Road (Stewart's Creek Basin) Lift Station Design.

Fiscal Impact:
Design of the sewer lift station to meet the Town's requirements, including hydraulic calculations, force main sizing, electrical building, backup generator, odor control and appurtenances will be $173,500.00.

Contract Type:
Original Contract

Contract Term (if applicable):
This design is expected to be completed within 120 calendar days.

Background:
The gravity sewer main extension project on Almaville Road will serve the Stewart's Creek basin. Phase I will be from near I-24 to Burnt Knob Road at the Lyndwood development. After meeting with TDEC environmental, the creek crossings on the project must be lowered due to impounding water for approval. This resulted in having a lift station and a short run of force main near I-24. This falls under the current SRF Planning and Design loan we already have and SRF is okay with adding an engineer for lift station design. Thomas & Hutton has many years of experience in lift station design with the utilities department, and this falls well within their expertise. SEC is still doing the engineering design for the gravity portion of the project and there has been a coordination meeting with staff and the two engineering firms. The project was originally slated to eliminate four (4) lift stations. With the addition of this new lift station, we still have a net reduction of three (3) lift stations.

Summary:
Thomas & Hutton to design a lift station for the Almaville Road sewer expansion project.

Recommended Council Action:
Staff recommends approval of the design contract with Thomas & Hutton.

Attachments:

1. Thomas & Hutton Agreement

THOMAS & HUTTON

October 3, 2025

Mr. Mike Strange
Director of Utilities
315 South Lowry Street
Smyrna, TN 37167

Re: Stewart's Creek Sewer Lift Station
Letter Agreement for Services

Dear Mr. Strange:

Thank you for requesting our consulting services on the Stewart's Creek Sewer Lift Station to serve the proposed sewer trunk line that will follow Stewart's Creek to near I-840. Services will include design of the sewer lift station to meet the Town's requirements including hydraulic calculations, force main sizing, electrical building, backup generator, odor control and appurtenances.

Our services will consist of the Design Phase, Permitting Phase, and Bidding 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	$ 165,000.00
Permitting Phase:	Time & Expense – Budget	$ 8,000.00
Reimbursable Expenses:	Time & Expense – Budget	$ 500.00
Total		$ 173,500.00
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**

LBM **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 November 30, 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 _____
Lisa Muzekari, PE
(Principle/Environmental Group Manager)

By _____
Ryan Chamblee, PE
(Environmental Group Leader/Project Manager)

____/____

Enclosures: Scope of Services
General Provisions
Consulting Services Rate Sheet

ACCEPTED: _____, 20____

By_____

_____
TITLE

_____ **CLIENT'S INITIALS**

LBM **CONSULTANT'S INITIALS**

SCOPE OF SERVICES

Our services will consist of the Design Phase, Permitting Phase, and Bidding Phase services 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 proposed Stewart's Creek Sewer Lift Station will serve the proposed Stewart's Creek Trunk Line that will extend from near I-24 and Almaville Road to near I-840. The sewer lift station will include access drive, electrical service, site plan with parking/turn around, submersible pumps, wet well(s), valving and vaults, flow meter, bypass connection, sewer force main, electrical building to house VFDs and panels, backup generator, odor control system and all necessary appurtenances.

1. SCOPE OF SERVICES

Engineering Consulting Services

A. Design Phase

1. Engineering Design Phase

After completion of the survey (provided by SEC, Inc.) and approval of the preliminary concept design by the Town of Smyrna, Consultant shall prepare construction plans, which will include:

1. General Plan Sheets (Cover Sheet, General Notes, and Legend)
2. Sanitary Sewer design construction plans, including plan and profile views. Profiles shall show vertical and horizontal fittings, utility conflicts, manhole locations and proposed pipe depths along the selected route of the sanitary sewer main.
3. Hydraulic calculations and pump, piping and wet well sizing.
4. Structural and architectural design of electrical building.
5. Electrical design including backup generator, generator pad and automatic transfer switch.
6. Site layout and grading design.
7. Layout of odor control system.
8. Lift station details and appurtenances.

In addition, Thomas & Hutton shall prepare and submit the following items along with the preliminary plan submittal:

9. Prepare and submit the permits considered and required.
10. Engineer's Estimate of Probable Construction Cost.
11. Specifications, including Standard Contract Documents and Technical Specifications
12. Plans with hydraulic calculations will be submitted to TDEC for review and approval for construction.

B. Permit Phase

Consultant will provide the following services for the Permitting Phase:

1. Tennessee Department of Environment and Conservation (TDEC)

Consultant will assist Client during the TDEC permitting phase of the project by complying with the requirements of TDEC and submitting the appropriate applications including Utility Line Crossing ARAP Permit, Storm Water Pollution Prevention Plan (SWPPP) and Sewer Plan Review permit package applications including required construction plans and engineering calculations and reports to the agency.

C. Bid Phase Services

1. Bidding Assistance will be provided to answer all contractor questions and develop addendums, as necessary. The consultant will develop the Advertisement for Bids and distribute to the appropriate plan rooms for solicitation of bids, along with the Town's advertisements locally. The consultant will attend any pre-bid and bid opening meetings, perform review of the bids received and assist in the award recommendation process.

D. Exclusions

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

- Survey Services (to be provided by SEC, Inc. with Thomas & Hutton coordination)
- Construction Observation Services
- 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 one-hundred twenty (120) calendar days. The period does not include TDEC review periods, which are expected to be approximately thirty (30) calendars days for approval after the submittal date. Upon approval bidding services will be performed per the determined advertisement period through award of the project.

B. Permit Phase

After receipt of a written notice to proceed from Client, Consultant will commence work within seven (7) calendar days after receipt and complete work described in this phase within one-hundred twenty (120) calendar days. The period does not include TDEC review periods, which are expected to be approximately thirty (30) calendars days for approval after the submittal date. Upon approval bidding services will be performed per the determined advertisement period through award of the project.

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 $165,000.00, 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.

CBM
CONSULTANT'S INITIALS
CLIENT'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 Designer VI	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 Designer V Engineering Technician V	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 Project 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, Project 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 Project 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.

Revised September 9, 2025

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.d.
Department: Utilities
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with Calgon Carbon for Powder Activated Carbon for the Water Treatment Plant.

Fiscal Impact:
This product was quoted at $1.50/lb and the total estimated impact on the WTP chemical budget is $195,000.

Contract Type:
Original Contract

Contract Term (if applicable):
This is a one-year contract due to expire on June 30, 2026.

Background:
We originally went with Jacobi Group as the low bidder at $1.45/lb. We are currently having to feed more (15mg/L) of the Jacobi product and not getting as good of results as seen with the Calgon Carbon product fed at a lower max dosage of 10mg/L. Feeding Powder Activated Carbon helps reduce the amount of total organic carbon (TOC) compounds found in our source water from Percy Priest Lake. This reduction in TOC compounds helps decrease the amount of disinfection byproducts for regulatory compliance as well as aesthetics such as issues with taste and odor. Calgon Carbon was the next lowest plant approved powder activated carbon at $1.50/lb. Carbon Activated Corp. submitted a bid of $1.27/lb., but they were not an approved bidder. Products are approved through performance-based full-scale plant trials. The Calgon Carbon contract is to provide the water plant with an alternative supply of powder activated carbon for maintaining regulatory compliance for disinfection byproducts as well as controlling taste and odor issues in our finished water supplied to Smyrna.

Summary:
The water treatment plant would like to request that Calgon Carbon be awarded with an annual contract for Powder Activated Carbon at $1.50/lb.

Recommended Council Action:
Staff recommends approval of the contract with Calgon Carbon for the Water Plant for 2025-2026.

Attachments:

1. Calgon Carbon Agreement

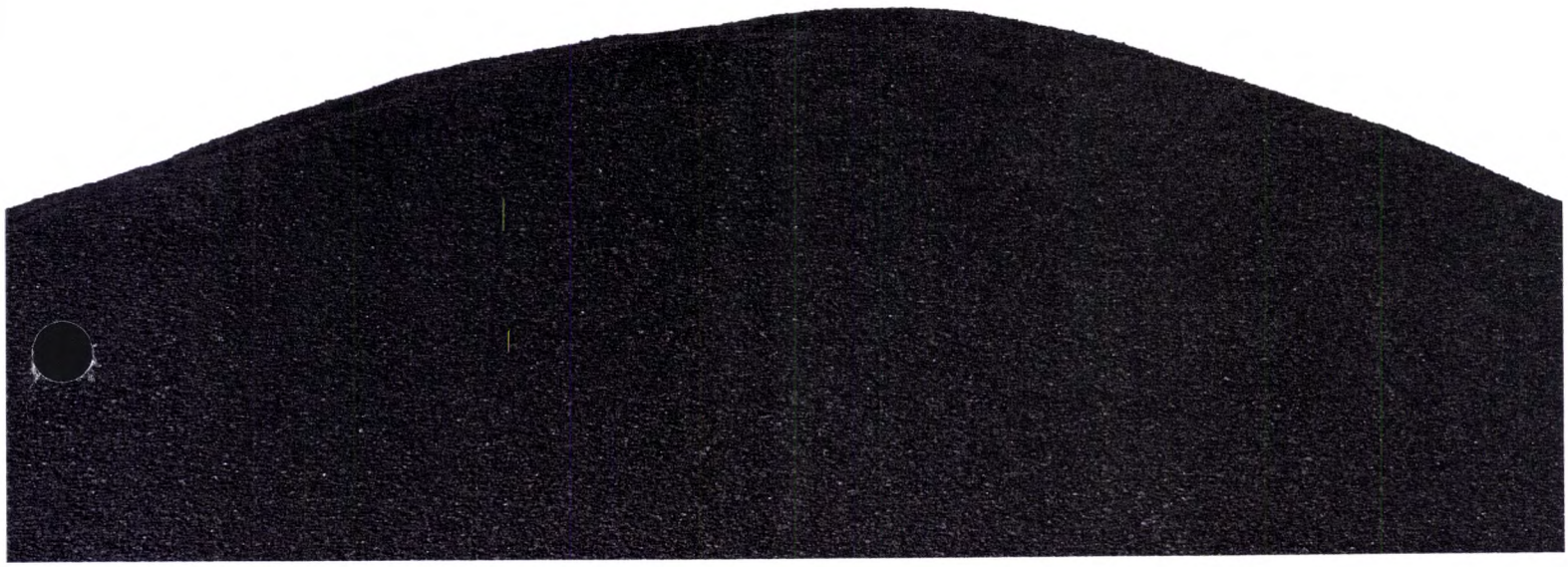
CalgonCarbon
A Kuraray Company

TOWN OF SMYRNA

WTP & WWTP CHEMICALS - POWDERED ACTIVATED CARBON

SMYRNA, TENNESSEE

SUBMITTED BY CALGON CARBON CORPORATION
April 3rd, 2025 @ 10:30 a.m.



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2 Powdered Activated Carbon Specifications:

Affidavit of Compliance, Specification Sheet, Safety Data Sheet

3 ISO and NSF Certifications

4 Customer References

5 Evidence of Insurance

6 Contact Information

SUBMITTAL

1

Calgon Carbon Corporation History

THE HISTORY OF CALGON CARBON

When the United States entered World War II, coconut shells were the raw material used to produce granular activated carbon (GAC), the filtering agent in military gas masks. Faced with a shortage of this crucial war material, the government asked Pittsburgh Coke and Chemical to develop a substitute from a native material. In 1942, the Company produced an activated carbon product using bituminous coal, and that was the beginning of the firm now known as Calgon Carbon Corporation.

Throughout history, Calgon Carbon has been a pioneer in creating new activated carbon products, systems and services from the infancy stages to the current global industry. The Company currently offers carbon technologies used in over 700 distinct market applications from purifying air and drinking water, to purifying foods and pharmaceuticals, to separating gas and removing mercury emissions from coal-powered electrical facilities. As a leader in the activated carbon industry, Calgon Carbon Corporation has originated cutting-edge purification systems for drinking water, wastewater, odor control, pollution abatement, and a variety of industrial and commercial manufacturing processes.

A HISTORY OF INNOVATION

1942 Pittsburgh Coke & Chemical Company, Inc. pioneers the development of coal-based granular activated carbon for use in military protection.

1955 The "Pittsburgh Pulse Bed" system is introduced – the first activated carbon system for sugar decolorization.

1960 The Activated Carbon Division of Pittsburgh Coke and Chemical pioneers the use of granular activated carbon in drinking water treatment.

1962 The Activated Carbon Division reaches a major milestone when 40,000 pounds of bituminous coal-based granular activated carbon is installed for the Virginia-American Water Co., a subsidiary of the American Water Works Service Company, setting a new benchmark for drinking water quality.

1965 Pittsburgh Activated Carbon Company (formerly Pittsburgh Coke & Chemical) is acquired by Calgon Corporation.

1967 Calgon Corporation is reorganized into six autonomous divisions, including the Pittsburgh Activated Carbon Company, responsible for its own marketing and manufacturing.

1968 Calgon Corporation acquired by Merck and Co., Inc.

1971 Calgon Carbon begins to offer reactivation services in the U.S. Offering customers both environmental and cost-saving benefits.

1978 A joint venture is formed with Mitsui Chemicals, Inc. and Mitsui & Co., Ltd.

1985 Calgon Carbon, a wholly-owned subsidiary of Merck and Co., Inc., is acquired by its management through a leveraged buyout.

1987 Calgon Carbon completes initial public offering of common stock.1991 Calgon Carbon is listed on the New York Stock Exchange (NYSE), trading under the symbol CCC.

1993 In the U.K., Thames Water Utilities, Ltd., grants Calgon Carbon exclusive rights to market its new Sandwich Filter technology for the removal of pesticides and other organic compounds from drinking water.1996 Calgon Carbon acquires the perox-pure business operations of Vulcan Peroxidation Systems, Inc., (Tucson, Arizona), and Solarchem Enterprises, Inc., (Toronto, Ontario, Canada). Calgon Carbon also acquires Advanced Separation Technologies Incorporated™ (Lakeland, Florida) and Charcoal Cloth (International) Ltd., a British manufacturer of activated carbon in cloth form.

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1997 Singapore-based marketing subsidiary Calgon Carbon Asia is formed, serving customers in Korea, Taiwan, the People's Republic of China, Southeast Asia, Australia, New Zealand and India.

1998 Calgon Carbon launches two distinct products: Sentinel® ultraviolet (UV) disinfection system for the inactivation of Cryptosporidium and ISEP® continuous ion exchange system for perchlorate removal.

2002 Calgon Carbon Corporation expands in Asia, starting up a manufacturing plant in China and forming a joint venture with Mitsubishi Chemical Corporation of Tokyo, Japan to produce and sell activated carbon and related services throughout Japan. Additionally, Calgon Carbon is the first activated carbon manufacturer in the U.S. to install GAC treatment specifically for PFAS removal

2004 The company acquires Waterlink Specialty Products, known as Barnebey Sutcliffe in the United States, and Sutcliffe Speakman in Europe, to enhance capabilities in carbon reactivation, impregnation and on-site services.

2005 Calgon Carbon Corporation and C. Gigantic Carbon (Gigantic) form a joint-venture company to provide carbon reactivation services to the Thailand market. The new company, Calgon Carbon (Thailand) Ltd. begins operation.

2007 First contract for FLUEPAC® powdered activated carbon for treatment of mercury in flue gas streams from coal-fired electric power plant is signed and secured.

2009 The company unveils a new corporate logo, re-positioning the former logo's distinctive "ellipse" shape into a forward-moving direction to symbolize the company's anticipated long-term growth.

2010 Calgon Carbon acquires two companies: the firm Zwicky Denmark and Sweden, service providers and long-term distributors of Chemivron Carbon's activated carbon products; and purchases the outstanding stock of Hyde Marine Inc., a manufacturer of systems that utilize filters and UV technology to treat marine ballast water. Calgon Carbon's Blue Lake, California plant is the first in the U.S. to receive certification from NSF International under NSF/ANSI Standard 61: Drinking Water System Components – Health Effects for custom reactivated carbon for potable water applications.

2011 The acquisition of Calgon Carbon Japan KK (CCJ), the former joint venture between Calgon Carbon Corporation and Mitsubishi Chemical Corporation is completed. Additionally, the company announces that the City Council of Phoenix, Arizona has selected Calgon Carbon to negotiate a contract to provide reactivation services for a ten-year period, and also includes the construction of a reactivation facility in Maricopa County, Arizona.

2018 Calgon Carbon is acquired by Kuraray Co., Ltd in March. Steve Schott is named CEO in September.

2020 Calgon Carbon formally announces the construction of a new activated carbon production line (G-line) at its Pearl River Plant in Mississippi, and an additional reactivation furnace in Belgium. A large equipment production expansion project launches adding capacity.

2021 A large equipment production expansion project is completed, at Neville Island, PA, to increase capacity in North America.

2023 Calgon Carbon celebrates the completion of our G-Line construction and hosts a ribbon cutting ceremony in October.

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SUBMITTAL

2

Powdered Activated Carbon Specifications:
Affidavit of Compliance,
Specification Sheet,
And Safety Data Sheet

CalgonCarbon
A Kuraray Company

AFFIDAVIT OF COMPLIANCE

By this affidavit, CALGON CARBON CORPORATION certifies that the Powdered Activated Carbon designated as Type WPH 1000 complies with all the applicable provisions of the AWWA standard for Powdered Activated Carbon denoted as B-600 latest edition, ANSI/NSF Rule 61, and the Food Chemical Codex. WPH 1000 is mined and manufactured in the USA from bituminous coal and produced through a reagglomeration process before pulverization.

Calgon Carbon Corporation

Name: Amber Simonic

Title: Executive Director, Drinking Water Solutions

Commonwealth of Pennsylvania

County of Allegheny

Signed (or attested) before me on August 20th, 2024 by Amber Simonic.

Jeremy J. Jones, Notary Public

My Commission Expires: April 2, 2025

Commonwealth of Pennsylvania - Notary Seal
Jeremy J. Jones, Notary Public
Allegheny County
My commission expires April 2, 2025
Commission number 1394004
Member, Pennsylvania Association of Notaries

SALES SPECIFICATION SHEET

WPH 1000

Powder Activated Carbon

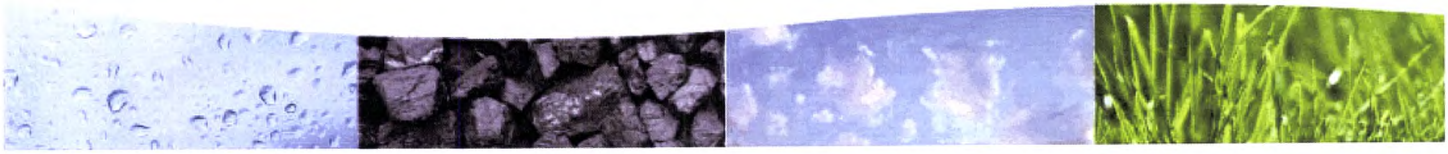
Test	Specification		Calgon Carbon Test Method
	Min	Max	
IODINE NUMBER, mg/g	1000	-	TM-4,ASTM D4607
MOISTURE (AS PACKAGED), wt%	-	8	TM-1,ASTM D2867
< 100 US MESH [0.150 mm], wt%	99	-	TM-13,ASTM D5158
< 200 US MESH [0.075 mm], wt%	95	-	TM-13,ASTM D5158
< 325 US MESH [0.045 mm], wt%	90	-	TM-13,ASTM D5158

Typical Properties:

This product complies with the requirements for activated carbon as defined by the Food Chemicals Codex (FCC) (Latest Edition) published by the U.S. Pharmacopeia.

Only products bearing the NSF Mark are Certified to NSF/ANSI/CAN 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packing or documentation shipped with the product.

Calgon Carbon Corporation's activated carbon products are continuously being improved and changes may have taken place since this publication went to press. 13845-10/25/2023



+1 800 422 7266 calgoncarbon.com

CalgonCarbon
A Kuraray Company

WPH 1000

Safety Data Sheet

Issued: 10/20/2020
Supersedes: 03/02/2020
Version: 4.0

SECTION 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1. Product identifier

Product name	: WPH 1000
Product form	: Substance
CAS No	: 7440-44-0
Product code	: 13845
Synonyms	: Activated carbon; Steam activated carbon

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture	: Adsorbent

1.3. Details of the supplier of the safety data sheet

Calgon Carbon Corporation
P.O. Box 717
Pittsburgh, PA 15230
412-787-6700

1.4. Emergency telephone number

Emergency number	: CHEMTREC (24 HRS): 1-800-424-9300

SECTION 2: Hazards Identification

2.1. Classification of the substance or mixture

GHS-US classification

Combustible Dust

Not classified as a simple asphyxiant. Product does not displace oxygen in the ambient atmosphere, but slowly adsorbs oxygen from a confined space when wet. Under conditions of anticipated and recommended use, product does not pose an asphyxiation hazard.

2.2. Label elements

GHS-US labeling

Signal word (GHS-US)	: **Warning**
Hazard statements (GHS-US)	: May form combustible dust concentrations in air.

2.3. Other hazards

Other hazards not contributing to the classification	: Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

2.4. Unknown acute toxicity (GHS-US)

No data available

SECTION 3: Composition/Information on Ingredients

3.1. Substance

Name	Product identifier	%
Activated carbon	(CAS No) 7440-44-0	< 100

3.2. Mixture

Not applicable

SECTION 4: First Aid Measures

4.1. Description of first aid measures

First-aid measures general	: If exposed or concerned, get medical attention/advice. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use. Never give anything to an unconscious person.
First-aid measures after inhalation	: IF INHALED: Remove to fresh air and keep at rest in a comfortable position for breathing.
First-aid measures after skin contact	: IF ON SKIN (or clothing): Remove affected clothing and wash all exposed skin with water for at least 15 minutes.
First-aid measures after eye contact	: IF IN EYES: Immediately flush with plenty of water for at least 15 minutes. Remove contact lenses if present and easy to do so. Continue rinsing.

First-aid measures after ingestion : IF SWALLOWED: Rinse mouth thoroughly. Do not induce vomiting without advice from poison control center or medical professional. Get medical attention if you feel unwell.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation : Not expected to present a significant hazard under anticipated conditions of normal use. Dust may cause irritation to the respiratory system.

Symptoms/injuries after skin contact : Dust may cause irritation.

Symptoms/injuries after eye contact : Dust may cause irritation and redness.

Symptoms/injuries after ingestion : Not expected to present a significant hazard under anticipated conditions of normal use.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available.

SECTION 5: Firefighting Measures

5.1. Extinguishing media

Suitable extinguishing media : Water spray. Carbon dioxide. Dry chemical. Foam. Sand.

Unsuitable extinguishing media : None known.

5.2. Special hazards arising from the substance or mixture

Fire hazard : Dust may be combustible under specific conditions. May be ignited by heat, sparks or flames.

Explosion hazard : Dust may form explosive mixture in air.

Reactivity : No dangerous reactions known under normal conditions of use. Carbon oxides may be emitted upon combustion of material.

5.3. Advice for firefighters

Firefighting instructions : Wear NIOSH-approved self-contained breathing apparatus suitable for the surrounding fire. Use water spray or fog for cooling exposed containers. Evacuate area.

SECTION 6: Accidental Release Measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures : Evacuate area. Keep upwind. Ventilate area. Spill should be handled by trained clean-up crews properly equipped with respiratory equipment and full chemical protective gear (see Section 8).

6.1.1. For non-emergency personnel

No additional information available.

6.1.2. For emergency responders

No additional information available.

6.2. Environmental precautions

Prevent entry to sewers and public waters. Avoid release to the environment. Product is not soluble, but can cause particulate emission if discharged into waterways. Dike all entrances to sewers and drains to avoid introducing material to waterways. Notify authorities if product enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

For containment : Sweep or shovel spills into appropriate container for disposal. Minimize generation of dust.

Methods for cleaning up : Sweep or shovel spills into appropriate container for disposal. Minimize generation of dust. Dispose of material in compliance with local, state, and federal regulations.

6.4. Reference to other sections

No additional information available.

SECTION 7: Handling and Storage

7.1. Precautions for safe handling

Precautions for safe handling : Avoid dust formation. Avoid contact with skin, eyes and clothing. Do not handle until all safety precautions have been read and understood. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Keep away from sources of ignition - No smoking.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep container tightly closed in a cool, dry, and well-ventilated place. Keep away from ignition sources.

SECTION 8: Exposure Controls/Personal Protection

8.1. Control parameters

Activated carbon (7440-44-0)*	
OSHA PEL (TWA) (mg/m³)	≤ 5 (Respirable Fraction) ≤ 15 (Total Dust)

*Exposure limits are for inert or nuisance dust. No specific exposure limits have been established for this activated carbon product by OSHA or ACGIH.

8.2. Exposure controls

Appropriate engineering controls : Provide adequate general and local exhaust ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use explosion-proof equipment with flammable materials. Ensure adequate ventilation, especially in confined areas. Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

Personal protective equipment : Gloves. Safety glasses. Protective clothing. Under insufficient ventilation conditions wear respiratory protection.

Hand protection : Gloves should be classified under Standard EN 374 or ASTM F1296. Suggested glove materials are: Neoprene, Nitrile/butadiene rubber. Polyethylene. Ethyl vinyl alcohol laminate. PVC or vinyl. Suitable gloves for this specific application can be recommended by the glove supplier.

Eye protection : Use eye protection suitable to the environment. Avoid direct contact with eyes.

Skin and body protection : Wear long sleeves, and chemically impervious PPE/coveralls to minimize bodily exposure.

Respiratory protection : Use NIOSH-approved dust/particulate respirator. Where vapor, mist, or dust exceed PELs or other applicable OELs, use NIOSH-approved respiratory protective equipment.

SECTION 9: Physical and Chemical Properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Granular, powder, or pelletized substance
Color	: Black
Odor	: Odorless
Odor threshold	: No data available
pH	: No data available
Relative evaporation rate (butylacetate=1)	: Not applicable
Melting point	: Not applicable
Freezing point	: Not applicable
Boiling point	: Not applicable
Flash point	: No data available
Auto-ignition temperature	: > 325 °C
Decomposition temperature	: No data available
Flammability (solid, gas)	: > 325 °C
Vapor pressure	: Not applicable
Relative vapor density at 20 °C	: Not applicable
Apparent density	: 0.3 - 0.75 g/cc
Solubility	: Insoluble
Log Pow	: Not applicable
Log Kow	: Not applicable
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: Not applicable
Explosive properties	: No data available
Oxidising properties	: No data available
Explosive limits	: No data available

9.2. Other information

No additional information available.

SECTION 10: Stability and Reactivity

10.1. Reactivity

No dangerous reactions known under normal conditions of use.

10.2. Chemical stability

Stable under use and storage conditions as recommended in section 7.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Avoid dust formation. Heat. Ignition sources. Exposure to high concentrations of organic compounds may cause bed temperature to rise.

10.5. Incompatible materials

Alkali metals. Strong oxidizing agents.

10.6. Hazardous decomposition products

Carbon monoxide (CO), carbon dioxide (CO_2).

SECTION 11: Toxicological Information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Activated carbon (7440-44-0)	
LD_{50} oral rat	> 2000 mg/kg

Skin corrosion/irritation : Not classified
Serious eye damage/irritation : Not classified
Respiratory or skin sensitisation : Not classified
Germ cell mutagenicity : Not classified
Carcinogenicity : Not classified

Silica: crystalline, quartz (14808-60-7)	
IARC group	1 - Carcinogenic to humans
The International Agency for Research on Cancer (IARC) has classified "silica dust, crystalline, in the form of quartz or cristobalite" as carcinogenic to humans (group 1). However these warnings refer to crystalline silica dusts and do not apply to solid activated carbon containing crystalline silica as a naturally occuring, bound impurity. As such, we have not classified this product as a carcinogen in accordance with the US OSHA Hazard Communication Standard (29 CFR §1910.1200) but recommmend that users avoid inhalation of product in a dust form.	

Reproductive toxicity : Not classified
Specific target organ toxicity (single exposure) : Not classified
Specific target organ toxicity (repeated exposure) : Not classified
Aspiration hazard : Not classified
Symptoms/injuries after inhalation : Not expected to present a significant hazard under anticipated conditions of normal use.
Symptoms/injuries after skin contact : Dust may cause irritation of the skin.
Symptoms/injuries after eye contact : Dust may cause irritation and redness.
Symptoms/injuries after ingestion : Not expected to present a significant hazard under anticipated conditions of normal use.

SECTION 12: Ecological Information

12.1. Toxicity

No additional information available.

12.2. Persistence and degradability

No additional information available.

12.3. Bioaccumulative potential

No additional information available.

12.4. Mobility in soil

No additional information available.

12.5. Other adverse effects

No additional information available.

SECTION 13: Disposal Considerations

13.1. Waste treatment methods

Waste treatment and disposal methods	:	Vacuum or shovel material into a closed container. Dispose in a safe manner in accordance with local/national regulations. Do not allow the product to be released into the environment.
Additional information	:	Activated carbon is an adsorbent media; hazard classification is generally determined by the adsorbate. Consult U.S. EPA guidelines listed in 40 CFR 261.3 for more information on hazardous waste disposal.

SECTION 14: Transport Information

14.1. In accordance with DOT

Not classified as hazardous for domestic land transport.

UN-No.(DOT)	:	None on finished product
DOT NA no.	:	None on finished product
Proper Shipping Name (DOT)	:	Not regulated
Department of Transportation (DOT) Hazard Classes	:	None on finished product
Hazard labels (DOT)	:	None on finished product
Packing group (DOT)	:	None on finished product
DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27)	:	None on finished product

14.2. Transport by sea

Not classified as hazardous for water transport.

IMO / IMDG

UN/NA Identification Number	: None on finished product
UN- Proper Shipping Name	: Not regulated
Transport Hazard Class	: None on finished product

14.3. Air transport

Not classified as hazardous for air transport.

ICAO / IATA

UN/NA No	: None on finished product
UN- Proper Shipping Name	: Not regulated
Transport Hazard Class	: None on finished product
Packing Group	: None on finished product
Marine Pollutant	: None on finished product

14.4. Additional information

Other information	:	Under the UN classification for activated carbon, all activated carbons have been identified as a class 4.2 product. However, this product type or an equivalent has been tested according to the *United Nations Transport of Dangerous Goods* test protocol for a "self-heating substance" (*United Nations Transportation of Dangerous Goods, Manual of Tests and Criteria, Part III, Test N.4 - Test Method for Self Heating Substances)* and it has been specifically determined that this product type or an equivalent does not meet the definition of a self-heating substance (class 4.2). This information is applicable to the steam activated carbon product described in this document.

SECTION 15: Regulatory Information

15.1. US Federal regulations

WPH 1000

All chemical substances in this product are listed as "Active" in the EPA (Environmental Protection Agency) "TSCA Inventory Notification (Active-Inactive) Requirements Rule" ("the Final Rule"). as of February 2019 or are otherwise exempt.

SARA Section 311/312 Hazard Classes	Physical hazard - Combustible dust

Cobalt (7440-48-4)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory Listed on United States SARA Section 313	
SARA Section 313 - Emission Reporting	0.1 %

15.2. International regulations

No additional information available.

15.3. US State regulations

California Proposition 65

⚠ **WARNING:** This product can expose you to chemicals including Silica: crystalline, quartz, which are known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov

Component	Carcinogenicity	Developmental toxicity	Reproductive toxicity male	Reproductive toxicity female	No significant risk level (NSRL)	Maximum allowable dose level (MADL)
Silica: crystalline, quartz (14808-60-7)	X					
Titanium dioxide (13463-67-7)	X				Not available	
Cobalt (7440-48-4)	X					

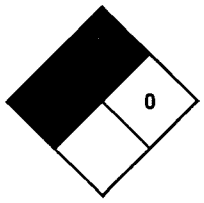
Component	State or local regulations
Aluminum oxide (1344-28-1)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Massachusetts - Right To Know List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List
Calcium sulfate (7778-18-9)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List
Silica: crystalline, quartz (14808-60-7)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List
Titanium dioxide (13463-67-7)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List
Cobalt (7440-48-4)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List U.S. - Massachusetts - Right To Know List

SECTION 16: Other Information

Indication of changes	:	Revision 4.0
Revision Date	:	10/20/2020
Other information	:	Author: ADK
For internal use only	:	PR #1

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

NFPA health hazard	:	0 - Exposure under fire conditions would offer no hazard beyond that of ordinary combustible materials.
NFPA fire hazard	:	1 - Must be preheated before ignition can occur.
NFPA reactivity	:	0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS III Rating

Health	:	0
Flammability	:	1
Physical	:	0

Personal Protection :

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product. The information is this document applies to this specific material as supplied. It may not be valid if product is used in combination with other materials. It is the user's responsibility to determine the suitability and completeness of this information for their particular use. While the information and recommendations set forth herein are believed to be accurate as of the date hereof, Calgon Carbon Corporation makes no warranty with respect to the same, and disclaims all liability for reliance thereon.

SUBMITTAL

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ISO and NSF Certifications

CalgonCarbon

NSF

The NSF (formerly the National Sanitation Foundation) is an international, non-profit organization that is dedicated to public health safety and the protection of the environment by developing performance standards for a broad range of products, especially for drinking water applications. NSF maintains a toxic leachate certification process for materials which come into contact with drinking water. Certain CCC products are certified to meet the NSF 42 and 61 standards. Go to NSF.org for a complete product listing for Calgon Carbon Corporation.

NSF Certified to NSF/ANSI 61

NSF Standard 42

DNV

MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:
CERT-09424-2003-AQ-HOU-ANAB

Initial certification date:
06 June, 2012

Valid:
27 May, 2024 – 26 May, 2027

This is to certify that the management system of

Calgon Carbon Corporation

15024 US 23, Catlettsburg, KY, 41129, USA

has been found to conform to the Quality Management System standard:

ISO 9001:2015

This certificate is valid for the following scope:

Manufacture, reactivation, and packaging of activated carbon products

Place and date:
Katy, TX, 18 April, 2024

For the issuing office:
DNV - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-5164, USA

Sherif Mekkawy
Management Representative

Lack of fulfilment of conditions as set out in the Certification Agreement may render this Certificate invalid.

ACCREDITED UNIT: DNV Business Assurance USA Inc., 1400 Ravello Drive, Katy, TX, 77449, USA - TEL: +1 281-396-1000. www.dnv.com

DNV

MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:
CERT-09423-2006-AQ-HOU-ANAB

Initial certification date:
02 October, 1995

Valid:
15 July, 2024 – 14 July, 2027

This is to certify that the management system of

Calgon Carbon Corporation

13121 Webre Road, Bay St. Louis, MS, 39520, USA

has been found to conform to the Quality Management System standard:

ISO 9001:2015

This certificate is valid for the following scope:

Manufacture and Packaging of Activated Carbon Products.

Place and date:
Katy, TX, 24 June, 2024

ANAB
ANSI National Accreditation Board
ACCREDITED
MANAGEMENT SYSTEMS CERTIFICATION BODY

MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT
IAF

For the issuing office:
DNV - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-5164, USA

Sherif Mekkawy
Management Representative

Lack of fulfilment of conditions as set out in the Certification Agreement may render this Certificate invalid.

ACCREDITED UNIT: DNV Business Assurance USA Inc., 1400 Ravello Drive, Katy, TX, 77449, USA - TEL: +1 281-396-1000. www.dnv.com

SUBMITTAL

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Customer References

PAC REFERENCES

CUSTOMER	LOCATION	CONTACT	PHONE
Town of Smyrna	Smyrna, TN	Angie Rose	615-459-3574
City of Thornton	Thornton, CO	Martin Kimmes	303-225-7764
City of Lawrence	Lawrence, KS	Jeff Riner	785-423-0733
City of Columbus	Columbus, OH	Gregory Conn	614-645-6559

CONTACT US

Contact us to learn more about granular activated carbon, reactivation, and our commitment to safety and the environment.

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SUBMITTAL

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Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

6/1/2025

DATE (MM/DD/YYYY) 5/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1425108 Calgon Carbon Corporation 3000 GSK Drive Moon Township PA 15108	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Zurich American Insurance Company 16535 INSURER B : American Guarantee and Liab. Ins. Co. 26247 INSURER C : American Zurich Insurance Company 40142 INSURER D : INSURER E : INSURER F :

COVERAGES CALCA **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			GLO 0111179 07	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ XXXXXXX $ 2,000,000 $ 10,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP 0111180 07	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC 3275984-04	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 0111177 07(Ded) WC 0111178 07 (Retro)	6/1/2024 6/1/2024	6/1/2025 6/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SUBMITTAL

Contact Information

CalgonCarbon
A Kuraray Company

CONTACT US:

1-800-4-CARBON (1-800-422-7266)

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CALGON CARBON CORPORATION
3000 GSK DRIVE
MOON TOWNSHIP, PA 15108

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SECTION I - GENERAL INFORMATION

A. The Town of Smyrna desires to purchase annual water filtration and wastewater treatment plant chemicals for the fiscal year July 1, 2025 through June 30, 2026. Products will be ordered as needed.

Plant Locations:	Water Treatment Plant 156 Sharp Springs Road Smyrna, TN 37167	Wastewater Treatment Plant 100 Jack Hunter Drive Smyrna, TN 37167

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, IV and Agreement must be completed and included as an integral part of each bidder's proposal. Agreement should be signed and attested, but not dated.

E. Freight shall be paid by the vendor and should be **included** in the 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 reserves the right to select the best individual unit price.

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

The Town of Smyrna has approved the water and wastewater filtration chemicals in this invitation to submit quotations. Equals must be approved **prior** to bid opening by the plant manager. In case of a tie, the award will be made by: (1) The vendor that is awarded other items, or (2) Recommendation of plant manager.

Water Treatment Plant Manager, Kevin Relford. Phone (615) 459-3574.
E-mail: kevin.relford@townofsmyrna.org.

Waste Water Treatment Plant Manager, Leland Noble. Phone (615) 459-6439.
E-mail: leland.noble@townofsmyrna.org.

THIS ORDER IS TO BECOME EFFECTIVE JULY 1, 2025 AND TO EXPIRE JUNE 30, 2026. However, upon mutual agreement of both parties, the bid proposal may be renewed by the Town of Smyrna for a period of two successive one-year periods under the same price, terms, and conditions as in the original proposal.

Contract Agreement

Successful bidders 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 the winning vendor after Council approval.

SAFETY DATA SHEET (SDS)

In accordance with *Tenn. Code Ann.* §6-56-307, manufacturers of chemical products which are the subject of purchase contracts for the Town of Smyrna shall create, list, and maintain a Material Safety Data Sheet (MSDS) for such chemical products on the national MSDSSEARCH repository or the manufacturer's web site so that the information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. ***BIDS WHICH FAIL TO CERTIFY COMPLIANCE WITH THIS PROVISION WILL BE REJECTED.***

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)*

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.

NO BID

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.

Water Treatment Plant

1. **Calcium Oxide (quick lime)** for the water plant is a direct additive used in the treatment of potable water. **The material must meet NSF/ANSI Standard 60 and AWWA Standard B202 (latest revision), including requirement for slake test (see Section 4.3 of standard; material must rise a minimum of 40°C within first 3 minutes of reactivity test) and shall be suitable for pneumatic unloading by the hauler.** Samples of product submitted for this bid may be requested for slake testing prior to approval. The material shall be homogenous and in granular form, uniform particle size #10 Mesh X 0". The material shall be free from dirt, fibers, lint, chips, trash, or other foreign matter. The material shall be available for inspection by the purchaser at the point of destination before offloading material is approved. The Company supplying Calcium Oxide will be responsible for cleanup of any spills occurring during chemical transfer from tanker truck to silo that results from faulty methods/equipment or delivery operator error during transfer of the chemical from the tanker truck to the fill line connection to include disregard of high level alarm. A Certificate of Analysis (COA) of compliance with this specification and AWWA standard is required with each load and must be supplied prior to offloading each delivery. All shipments must be accompanied with a certified weight certificate.

Delivery Information

Silo Capacity	70 Ton Working Capacities
Fill Connection	4" Male Camlock Fitting
Off Loading Air	Air must be provided on truck
Length of Hose Required	40 feet (minimum)

Typical Properties (Chemical)	**Average (%)**
Loss on Ignition (LOI)	1.74
Carbon Dioxide (CO2)	0.59
Sulfur (S)	0.048
Available Calcium Oxide	92.99
Calcium Oxide (CaO)	96.99 by weight or greater
Magnesium Oxide (MgO)	0.84
Silica (SiO_2)	0.96
Ferric Oxide (Fe_2O_3)	0.27
Alumina (Al_2O_3)	0.29
Heavy Metals	0% by weight

Typical Properties (Physical)

Size	>95% Passing #10 Mesh
30 Second Heat Rise	14.9° C rise
3 Minute Heat Rise	Min 40°C rise
Total Active Slaking Time	< 5 minutes
Residue	0.23% (Max 0.50%)

Purchase Quantities:	Bulk (24 tons)
Estimated Annual Usage:	1,800 tons

2. ***CITRIC ACID*** for the water plant shall be membrane grade as it is directly used in the treatment process for cleaning of the microfiltration membranes. The material must meet NSF/ANSI Standard 60. The material shall be available for inspection by the purchaser at the point of destination before offloading material is approved. An affidavit of compliance with this specification is required with each load. All shipments must be accompanied with a certified weight certificate.

Delivery Information

Tank Capacity	1500 Gal Working Capacity
Fill Connection	2" Male Camlock Fitting
Off Loading Air	Air must be provided on truck
Length of Hose Required	40 feet (minimum)

Typical Properties:

Form:	Liquid
Citric Acid:	50% by weight
Color:	Clear
Specific Gravity:	1.24 – 1.26
Density:	10.4 – 10.5 lbs/gal
pH:	Lower than 2.5 S.U.
Purchase Quantities:	10,460 lbs. (1,000 gallons)
Estimated Annual Usage:	50,000 lbs. (4,780 gallons) 3000 gallons

3. Powdered Activated Carbon (PAC)

A. Technical Requirements

1. The Town of Smyrna Water Treatment Plant is requesting quotations for powdered activated carbon in bulk transport. The delivery trucks shall be suitable for pneumatic unloading by the hauler. The water plant will be using approximately 200 to 1200 pounds of PAC a day depending on the seasonal changes. Dosages can and will increase and decrease as demand deems necessary (0-10ppm). The Town of Smyrna does not guarantee a usage amount.

2. The PAC to be supplied shall be virgin, powdered, and manufactured under carefully controlled conditions.

3. The PAC shall be suitable for use in a potable water treatment plant and be effective in the removal of Total Organic Carbons (TOC), including but not limited to taste and odor compounds. The PAC shall be visually free of clay, dirt and deleterious material.

4. Provided PAC is for the treatment of potable water supplies and shall conform to the requirements of the most current edition of AWWA B-600.

5. The PAC shall meet the minimum standards and performance criteria regarding material specifications and physical properties. The performance criteria for several different carbons have been tested through plant trials at our facility. The performance criteria of TOC removal was used to evaluate performance on our source water. Additional plant trials will not be evaluated during this bid process. Bids will be awarded based on performance of TOC removal and cost submitted at delivered price per pound.

6. All submitted activated carbons shall be NSF approved. (Product and Facility).

7. Safety Data Sheets and Product Data Sheets are to be included with all submitted bids.

B. Requirements of the activated carbon supplier:

1. Each plant of manufacture must be a restricted access facility. The production facilities must be in complete control of manufacturing, milling, loading/packaging, and finished product quality from the time that the raw material enters the plant until the finished product is shipped to the customer.

2. The supplier must be certified to ANSI/NSF Standard 61 at the activation plant (not a warehouse or re-processing facility). The supplier tendering a bid must be the same company listed by UL or NSF under Standard 61, with the plant site identified and the raw material specified. (This will ensure proper & regular auditing of the facility as well as independent sampling & analyses of finished products. The integrity of plant Quality Assurance data and traceability of lot numbers produced are also verified.) Proof of certification must be submitted with bid.

    1. The activated products offered must be pre-approved by the utility and the activated carbon manufacturer must have a minimum of 15+ years of experience serving the potable water industry.

    2. Deliveries will take place in trailers sealed by numbered security seals at every trailer opening, allowing the customer to inspect the seals, verify the correct numbers, and ensure that the shipment was not tampered with during transit. Dedicated carriers shall be used for product deliveries. **Certified Scale Weights are required for all deliveries.**

        - Utilizing trailers intended for the transport of activated carbon designed for use in potable water.

3. Each driver shall carry two forms of photographic identification. A Commercial Driver's License and a Company-issued ID badge. The bulk trailer shall be loaded with product and sealed within the production plant.

4. Detailed specifications and material quality and testing results shall be submitted to the Owner for review and approval prior to delivery. Manufacturers test reports shall include the following information:

    a. Manufacturer's name
    b. Material source and manufacturer plant location
    c. Date of sampling
    d. Lot or stockpile number identification
    e. Demonstration of compliance with physical properties and specifications

5. If a spill should occur as a result of equipment failure from the truck to the silo fill line connection point, it will be the responsibility of the carbon supplier to clean the site/affected area. It will be the responsibility of the carbon supplier to monitor the level within the silo not to overfill the silos.

Typical Properties:

Iodine Number	950mg/g Min.
Moisture	8% Max.
Mesh Size (U.S. Sieve Series)	
Less than 100 mesh (150µm)	99% Min.
Less than 200 mesh (75µm)	95% Min.
Less than 325 mesh (45µm)	90% Min.

Material Quality and Testing

1. The quality of the PAC shall be determined by testing in accordance with the following standards:

Laser Particle Size Distribution or Alpine Sieve analysis	AWWA B600
Moisture	AWWA B600
Tamped Apparent Density	AWWA B600
Iodine Number	ASTM D4607-8

TESTING AND APPROVAL

A. Material Testing

Test Reports

1. The Activated Carbon supplier shall submit Certificates of Analysis to ensure that the PAC provided meets the required specifications. Test reports on the representative samples of PAC shall contain at minimum the following information:

Mesh size confirmation

Bulk Density, tamped and listed in lb. /ft^3

Iodine number

Moisture as packed (percent)

1. The Activated Carbon supplier may be required to submit a representative sample of the PAC media at least two (2) weeks prior to the contracted delivery date along with a written statement certifying that the sample of the PAC material is representative of the PAC media that will be shipped and installed under this contract.

2. The sample(s) must be submitted in clean, vapor-proof containers, plainly marked with the name and address of the manufacturer and identified as to the lot number of the contents. Testing materials shall be in accordance with the testing methods of the AWWA Standard for Powdered Activated Carbon (AWWA B-600) and appropriate ASTM standards.

3. All carbon must be pre-approved by the Town of Smyrna Water Treatment Plant management prior to bidding. No exceptions will be made.

4. The supplier will be bidding a delivered price per pound on the carbon.

Delivery Information

Silo Capacity	48 Ton Working Capacities
Fill Connection	4" Male Camlock Fitting
Off Loading Air	Air must be provided on truck
Length of Hose Required	40 feet (minimum)
Purchase Quantities:	Bulk Deliveries of 22 Tons
Estimated Annual Usage:	150 Tons

4. ***CALCIUM THIOSULFATE*** for the water plant shall be used for de-chlorination of waste membrane cleaning solutions. Material shall be BSP CAPTOR or approved equal. The material must meet NSF/ANSI Standard 60. The material shall be available for inspection by the purchaser at the point of destination before offloading material is approved. An affidavit of compliance with this specification is required with each load. All shipments must be accompanied with a certified weight certificate.

Delivery Information

Tank Capacity	1500 Gal Working Capacity
Fill Connection	2" Male Camlock Fitting
Off Loading Air	Air must be provided on truck
Length of Hose Required	40 feet (minimum)

Typical Properties:

Form:	Liquid
Calcium Thiosulfate:	30% by weight
Color:	Clear to near clear
Specific Gravity:	1.245
pH	6.5 to 8.0
Density:	10.40 lbs/gal

Purchase Quantities:	10,370 lbs. (1,000 gallons)
Estimated Annual Usage:	50,000 lbs. (4,800 gallons)

5. **Sodium Ortho/Polyphosphate** shall be designed to control corrosion of metallic piping in water distribution systems and sequester trace levels of dissolved minerals in water supplies for the purposes of quality control. The following specifications are for Carus Aqua Mag or approved equal. All vendors of the Aqua Mag product that can meet the criteria are pre-approved. Vendors of "equal" products MUST be approved prior to bidding. Unapproved bidders or products will be disqualified. Product and raw materials must be manufactured 100% in the U.S.A. **The product must meet NSF/ANSI Standard 60.** Vendor must be capable of providing technical support for lead and copper testing. The Company supplying Sodium Ortho/Polyphosphate will be responsible for cleanup of any spills occurring during chemical transfer from tanker truck to bulk tank that results from faulty methods/equipment or delivery operator error during transfer of the chemical from the tanker truck to the fill line connection to include disregard of high level alarm. A Certificate of Analysis (COA) of compliance with this specification and AWWA standard is required with each load and must be supplied prior to offloading each delivery. Precipitate of this product **will not** be allowed and must be freeze/thaw stable.

Delivery Information

Tank Capacity	8,000 Gallon Working Capacities
Fill Connection	2" Male Camlock Fitting
Off Loading Air	Air must be provided on truck
Length of Hose Required	40 feet (minimum)

Typical Properties:

Form	Clear, homogenous liquid with turbidity
Total Phosphate	34.5% active by weight
Ortho/Poly ratio	30%/70% by weight
pH, 1% solution	6.0±0.5
Density	11.4 pounders per gallon
Specific Gravity	1.39 ± 0.03
Heterotrophic Plate Count (HPC)	0 CFU for 60 days
Turbidity	< 2.0 NTU
Purchase Quantities:	Bulk (22 tons/4000 gallons)
Estimated Annual Usage:	120 tons

6. ***HYDROGEN PEROXIDE 25%*** for the water plant is a direct additive used in the treatment of potable water. **The material must meet NSF/ANSI Standard 60.** The material shall be available for inspection by the purchaser at the point of destination before offloading material is approved. An affidavit of compliance with this specification is required with each load. All shipments must be accompanied with a certified weight certificate.

Delivery Information

Tank Capacity	330 Gal Working Capacity
Fill Connection	Top Access to Tank
Off Loading	Air or Pump must be provided on truck
Length of Hose Required	80 feet (minimum)

Typical Properties:

Form:	Liquid
Citric Acid:	25% by weight
Odor:	Odorless
Color:	Clear
Specific Gravity:	1.11 – 1.13
pH:	3.0
Density:	9.3 lbs./gal
Solubility:	100%
Purchase Quantities:	3000 lbs. (330 gallons)
Estimated Annual Usage:	42,030 lbs. (4,500 gallons)

7. ***CARBON DIOXIDE*** for the water plant is a direct additive used in the treatment of potable water. **The material must meet NSF/ANSI Standard 60 and AWWA Standard B510 (latest revision).** A Certificate of Analysis (COA) of compliance with this specification and AWWA standard is required with each load and must be supplied prior to offloading each delivery. All shipments must be accompanied with a certified weight certificate.

Delivery Information

Type of System	TOMCO
Tank Capacity	34 Tons
Max Pressure	350psig
Piping	Schedule 80seamless, 2,000lb. forged steel fittings, ball type valves
Liquid Level Gauge	Diff. Pressure indicator type with 6" dial
Pressure Gauge	0 to 600 psig with 6" dial

Typical Properties

Form:	Liquid
Carbon Dioxide:	99.5% by weight or greater
Color:	Colorless
Water Content:	< 200 ppm
Odor:	Free from foreign matter
Nonvolatile Residues:	< 10 ppm
Hydrogen Sulfide:	< 0.5 ppm
Purchase Quantities:	Bulk 22 Tons
Estimated Annual Usage:	200 tons

8. **Hydrofluorosilicic Acid** or HFS shall be a 23% solution with an available fluoride ion concentration of 18% according to the following chemical and physical specifications. **This product must meet the current AWWA Standard B703-06 and B703a-08 (or the latest version) and the ANSI/NSF Standard 60 for Fluorosilicic Acid.** Hydrofluorosilicic acid will be purchased in full truckloads of approximately 40,000 pounds. The Company supplying Hydrofluorosilicic Acid will be responsible for the cleanup of any spills occurring during the chemical transfer from a tanker truck to the bulk tank that results from faulty methods/equipment or delivery operator error during the transfer of the chemical. A Certificate of Analysis (COA) of compliance with this specification and AWWA standard is required with each load and must be supplied prior to offloading each delivery.

Delivery Information

Tank Capacity	5,600 Gallon Working Capacities
Fill Connection	2" Male Camlock Fitting
Off-Loading Air	Air must be provided on truck
Length of Hose Required	40 feet (minimum)

Typical Properties:

Chemical Specifications	
Assay (H_2SiF_6)	23.00% Minimum
Fluorine (F)	18.22% Minimum
Heavy Metals, as Lead (Pb)	00.02% Maximum
Hydrofluoric Acid (HF)	Less than 1.00%

Physical	Specifications
Specific Gravity	1.234 (H_2O for 25%) @ 60°F
Specific Gravity	1.212 (H_2O for 23%) @ 75°F
Bulk Density	10.29 lbs/gal for 25% @ 60°F
Bulk Density	10.10 lbs/gal for 23% @ 75°F
Molecular Weight	144.08
Viscosity for 23%	6.5 cps
Solubility in Water	Complete
pH of 1% Solution	1.2
Color (APHA)	< 200 units (in accordance with SM 2120B)

Appearance and Odor: Aqueous solution, water white to straw-yellow, corrosive acid, irritating to skin and having pungent odor.

Purchase Quantities:	Bulk (20 tons)
Estimated Annual Usage:	40 tons

9.*CATIONIC POLYMER (40% Active Ingredient)* for the water plant is a direct additive used in the treatment of potable water. **The material must meet NSF/ANSI Standard 60 and AWWA Standard B451 (latest revision).** Material shall be BASF Magnafloc LT-7995 or approved equal polyelectrolyte coagulant. Clarifloc C-318 will be considered an equal polyelectrolyte coagulant. All equivalents must be approved by the Water Plant Manager, Kevin Relford prior to the bid. The Town of Smyrna reserves the right to change Cationic Polymer chemicals at any time based on the quality of water and/or cost of chemicals. The material shall be available for inspection by the purchaser at the point of destination before offloading material is approved. All shipments must be accompanied with a certified weight certificate. The Company supplying the Cationic Polymer will be responsible for cleanup of any spills that occur during chemical transfer from tanker truck to bulk tank as a result of faulty methods/equipment or delivery operator error. A Certificate of Analysis (COA) of compliance with this specification and AWWA standard is required with each load and must be supplied prior to offloading each delivery.

Delivery Information

Tank Capacity	8,300 Gallon Working Capacities
Fill Connection	2" Male Camlock Fitting
Off Loading Air	Air must be provided on truck
Length of Hose Required	40 feet (minimum)

Typical Properties:

Form:	Viscous liquid
Type:	Cationic
Active Ingredient:	40% (PolyDADMAC)
Color:	Clear viscous colorless-yellow liquid
Specific Gravity:	1.08 (at 25°C)
pH:	5 to 8 (at 25°C)
Density:	~9.01 lbs/gallon
Viscosity:	1,000 to 3,000 cP (at 25°C)

Purchase Quantities:	Bulk (50,000 lbs.; 5,500 gallons)
Estimated Annual Usage:	100,000 lbs. (11,000 gallons)

10.*ALUMINUM CHLOROHYDRATE -*

Aluminum Chlorohydrate (ACH) is a clear to light yellow liquid. It is an advanced cationic coagulant and flocculent suitable for industrial and municipal water and wastewater treatment applications. A copy of the manufacturer's specifications and MSDS sheets **must** be submitted **prior** to bid time. All equivalents must be approved by the Water Plant Manager, Kevin Relford **prior** to the bid. The Town of Smyrna reserves the right to change coagulant chemicals at any time based on the quality of water and/or cost of chemicals.

ACH – MUST BE ANSI/NSF STANDARD 60: DRINKING WATER CHEMICALS-HEALTH EFFECTS; CERTIFIED. ALL RAW MATERIALS USED TO MANUFACTURE ACH – MUST BE FROM VIRGIN MATERIALS.

Product Uses
Removal of turbidity, TOC, color, suspended solids, and phosphates in both municipal and industrial water and wastewater systems. Sludge compaction and volume reduction. Lagoon treatment. Emulsion breaking.

Shipping Containers
Bulk transport - 4500 gallons or full truckload.

Samples
A sample of the product must be collected on-site and collected in the presence of a Town of Smyrna water plant employee. No chemical will be off loaded until this is complete.

Delivery Information

Tank Capacity	12,000 Gal Working Capacity
Fill Connection	2" Male Camlock Fitting
Off Loading Air	Air must be provided on truck
Length of Hose Required	40 feet (minimum)

Typical Properties – GC 850

Composition:	Aqueous solution of aluminum chlorohydrate	
C.A.S.:	12042-91-0 (Aluminum Chlorohydrate)	
	pH (30%w/w)	4.0 - 4.4
	Specific Gravity @ 20C	1.330 - 1.350

Freezing Point	19.4° F (-7°C)
Density, LB/gal.	11.0 – 11.3
Aluminum as Al, %	12.2 - 12.7
Aluminum as Al_2O_3, %	22.5 – 23.5
Basicity, %	82.5 - 84.3
Al:Cl Ratio	1.9:1 - 2.1:1

Purchase Quantities: Bulk

Estimated Annual Usage: 450 tons

WasteWater Treatment Plant

1. **Emulsion Polymer** for the Wastewater Treatment Plant shall be Clarifloc CE-2408 or approved equals. Any other bids must have a performance test conducted at the Wastewater Treatment Plant before the day of bid opening. The polymer shall be purchased in 55-gallon barrels and 275-gallon IBC's. All bids must include the type of container and delivered price. Deliveries shall be on site no longer than one week after ordering.

Delivery Information

Pallet	4 barrels to a pallet
Weight	1800 pounds per pallet
Order quantity	20 55-gallon barrels at a time.
Barrel capacity	55 Gallon
Liftgate on truck	
Driver assists	Moving the product to the rear of the truck.

Also moving empty barrels in the trailer upon pick up Will require a pallet jack.

Typical Properties

Form	Liquid
Color	Clear to white
Specific Weight	450 Net pounds Barrels. IBC 2300 net pounds
Health	0 Minimal hazard
Flammability	1 Slight hazard
Reactivity	0 Minimal hazard
Other	Glasses & gloves

Barrels	
Purchase Quantities	1,100 Gal (9000 pounds) per order
Estimated annual usage	81,000 Gal (657,000 pounds)
IBC	
Purchase Quantities	2750 Gal (22,500 pounds) per order
Estimated annual usage	24,750 Gal (202,950 pounds)

2. Liquid Aluminum Sulfate for the Wastewater treatment Plant shall be 48.5% as Alum. Chemical shall be delivered in quantities of 1,500 gallons. Performance testing is required. The Vendor shall supply three 2,500-gallon storage tanks.

Delivery Information
Bulk order 1200 – 1400-gallon truck
Delivery Pump truck (Must be able to pump alum into the tank from the truck)
Order Quantity Average 6000 gallons a week
Driver Assist Pump the alum into the tank

Typical Properties
Form Liquid
Color Clear to light green
Specific Weight 450 Net pounds
Health 2 Minimal hazard
Flammability 0 Slight hazard
Reactivity 0 Minimal hazard
Other Gloves and glasses
Hazard Class 8

Estimated annual usage 312,000 Gal

SECTION III - PRICE QUOTATION – WATER TREATMENT PLANT CHEMICAL

1. CALCIUM OXIDE	UNIT PRICE DELIVERED
Bulk- 24 tons	$ NO BID lb.
Manufacturer	
Delivery Date ARO	
2. CITRIC ACID	UNIT PRICE DELIVERED
Bulk- 10,460 lbs./1,000 gallons	$ NO BID lb.
Manufacturer	
Delivery Date ARO	
3. POWDERED ACTIVATED CARBON	UNIT PRICE DELIVERED
Bulk- 22 tons	$ 1.50 lb.
Manufacturer	Calgon Carbon Corporation
Delivery Date ARO	7 Days
4. CALCIUM THIOSULFATE	UNIT PRICE DELIVERED
Bulk- 10,370 lbs./1,000 gallons	$ NO BID lb.
Manufacturer	
Delivery Date ARO	
5. SODIUM ORTHO/POLYPHOSPHATE	UNIT PRICE DELIVERED
Bulk- 22 tons/4,000 gallons	$ NO BID lb.
Manufacturer	
Delivery Date ARO	
6. HYDROGEN PEROXIDE	UNIT PRICE DELIVERED
Bulk- 3,000 lbs./330 gallons	$ NO BID lb.
Manufacturer	
Delivery Date ARO	

7. CARBON DIOXIDE	UNIT PRICE DELIVERED
Bulk- 22 tons	$NO BID lb.
Manufacturer	_____
Delivery Date ARO	_____
8. HYDROFLUOROSILICIC ACID	UNIT PRICE DELIVERED
Bulk- 20 tons	$NO BID lb.
Manufacturer	_____
Delivery Date ARO	_____
9. CATIONIC POLYMER	UNIT PRICE DELIVERED
Bulk- 50,000 lbs./5,500 gallons	$NO BID lb.
Manufacturer	_____
Delivery Date ARO	_____
10. ALUMINUM CHLOROHYDRATE GC-850	UNIT PRICE DELIVERED
Bulk	$NO BID lb.
Manufacturer	_____
Delivery Date ARO	_____

***Hours of delivery are between 8:00 AM and 3:30PM CST for the Smyrna WTP.

WASTEWATER TREATMENT PLANT CHEMICAL

1. EMULSION POLYMER	UNIT PRICE DELIVERED
Bulk-1,100-gallon/9,000 lbs.	$NO BID lb.
Manufacturer	_____
Delivery Date ARO	_____

2. LIQUID ALUMINUM SULFATE	UNIT PRICE DELIVERED
Bulk- 1,200-1,400-gallon truck	$NO BID lb.
Manufacturer	_____
Delivery Date ARO	_____

AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 2025, by and between Calgon Carbon Corporation, a Deleware Corporation _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of the purchase of powdered activated carbon.

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: Jeremy J. Jones - DWS Project Manager

ATTEST:

_____
Patrick Madl - DWS Project Manager

SECTION IV - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the water and wastewater treatment plant chemicals 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
	No exceptions or deviations from specifications

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. By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the ISQ not noted above.

Calgon Carbon Corporation	412-787-6700
COMPANY	TELEPHONE NUMBER
Jeremy Jones	DWS Project Manager
REPRESENTATIVE NAME	REPRESENTATIVE TITLE
	drinkingwater.ccc@kuraray.com
SIGNATURE	E-MAIL ADDRESS

CalgonCarbon
A Kuraray Company

Corporate Resolution

I, Chad Whalen, Senior Vice President, Chief Legal Officer & Corporate Secretary, hereby certify that Jeremy J. Jones, DWS Project Manager, is authorized to execute the attached contract/bid under the bylaws and delegations of the authority of Calgon Carbon Corporation. I fully certify that this delegation is in full force and effect, and that the person named in said delegation holds the office so designated.

Calgon Carbon Corporation
3000 GSK Drive
Moon Township, PA 15108
State of Incorporation: Delaware
Date of Incorporation: November 27, 1967

By: Chad Whalen

Chad Whalen
Senior Vice President,
Chief Legal Officer & Corporate Secretary

Date: August 22, 2024

Attest: Gracie Haven Bumbaugh
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Gracie Haven Bumbaugh, Notary Public
Allegheny County
My commission expires April 15, 2026
Commission number 1419840
Member, Pennsylvania Association of Notaries

My Commission Expires: April 15, 2026
(date)

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.e.
Department: Human Resources
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, the contract for the Town's Onsite Health Center services to Premise Health.

Fiscal Impact:
$433,352.00 is the estimated cost based on the proposal. This amount is budgeted as part of the insurance fund for the 2025-26 fiscal year.

Contract Type:
Original Contract

Contract Term (if applicable):
The term of the agreement is an initial term of 5 years which will automatically renew for additional 1 year terms unless either party provides written notice of non-renewal at least 180 days prior to end of the current term.

Background:

The Town of Smyrna has operated an employee health center since 2007. The onsite facility provides timely and efficient health care to employees and their covered dependents. By providing an onsite health center, our employees are able to find quality care that is cost-effective and significantly reduces their time away from work. Providing these services has enabled our health plan to trend consistently better than the national average. The original vendor, CareHere!, was acquired by Premise Health in 2023. Premise Health has managed and operated our clinic since that time. The services are being rebid to ensure competitive costs and quality. These services were last bid in 2019.

Summary:
The Town of Smyrna issued a Request for Proposals (RFP) from multiple vendors that provide onsite health center services. Six (6) companies responded with competitive bids. After a review of the proposals, Premise Health was selected as the top vendor. Premise Health was the lowest bidder and meets the requirements of the services requested. Premise Health has operated the clinic for the past 2 years and the Town is pleased with our service and once again recommends entering into a new contract for

these services effective March 1, 2026.

Recommended Council Action:
Staff recommends the mayor be authorized to sign a new contract with Premise Health to provide management and operation of our onsite health center.

Attachments:
1. Premise Health Proposal
2. On-Site Health Services Proposal Evaluation Summary 2025

Premise Health.

ON-SITE HEALTH CENTER RESPONSE PREPARED FOR:

Town of Smyrna

September 25, 2025

PRESENTED BY:

Kevin Meier
Director of Client Operations

Cell: (402) 630-3080
Email: kevin.meier@premisehealth.com

CONFIDENTIAL TRADE SECRETS
NOT TO BE DISCLOSED AS PUBLIC RECORDS

THE DOCUMENTS THAT FOLLOW ARE CONFIDENTIAL, PROPRIETARY, AND/OR TRADE SECRETS, AS DEFINED IN TENNESSEE CODE ANNOTATED 47-25-1702, OF PREMISE HEALTH HOLDING CORP AND/OR ITS SUBSIDIARIES AND AFFILIATES AND, AS SUCH, ARE EXEMPT FROM PUBLIC INSPECTION PURSUANT TO TENNESSEE CODE ANNOTATED § 10-7-504.

CONFIDENTIAL AND PROPRIETARY

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Attachments

Number	Title
1	Premise Health Master Service Agreement – **CONFIDENTIAL**
2	Premise Health Certificate of Liability Insurance
3	Premise Formulary for Town of Smyrna
4	Premise Health HRI Documents – **CONFIDENTIAL** • *Includes (4a) HRI Questions and Sections, (4b) HRI Sample Client Progress Report, (4c) HRI Sample End User Report, and (4d) HRI Sample Client Aggregate Snapshot*
5	Premise Health Reporting for Town of Smyrna – **CONFIDENTIAL** • *Includes (5a) Town of Smyrna 2024 Annual Review, (5b) Town of Smyrna Q2 2025 Report, (5c) Town of Smyrna May 2025 Report, and (5d) Town of Smyrna ROI Q2 2025*
6	Premise Health PGs for Town of Smyrna
7	Premise Health Budget for Town of Smyrna – **CONFIDENTIAL**

The materials contained within this proposal are proprietary, confidential, and contain trade secrets of Premise Health Holding Corp. d/b/a Premise Health and are provided to the prospective client named in this proposal for its sole use in determining whether to contract with our firm. This material may not be copied, distributed, or disclosed without the express written permission of our firm.

Premise Health

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Executive Summary

Premise Health is honored to participate in the Town of Smyrna's RFP for On-site Health Center.

Premise Health has served as the Town of Smyrna's wellness center provider since 2008, operating the ECHO Wellness Center for employees, spouses, and dependents. For over 17 years, this nearsite resource has become a trusted mainstay for the Town's workforce, blending clinical excellence, convenience, and personalized care. Through this partnership, Premise has developed a deep understanding of your organization, culture, and workforce, reflected in strong member engagement and satisfaction year after year. As the Town seeks a cost-effective strategy to improve employee and family wellbeing, enhance access to high-quality care, lower costs, and maintain a strong spirit of collaboration with the Town of Smyrna wellness programs, Premise Health would be honored to deliver and expand on your vision for the future.

Our partnership must build on clinical excellence, superior member experiences, unmatched access to care, and measurable outcomes. We believe Premise can leverage our understanding of your organization and population to drive the greatest impact. Our capabilities, background, extensive client portfolio, and 17 years of experience as the Town's clinic vendor strengthen our position and support our continued partnership.

Premise's Proposed Solution for the Town of Smyrna

In response to the healthcare needs of the Town of Smyrna, Premise Health presents a comprehensive solution designed to elevate the wellbeing of your population. Our proposed solution encompasses the continuation of the Town of Smyrna's utilization of the ECHO Wellness Center, which provides comprehensive primary and acute care services and occupational health solutions.

The current staffing arrangement at the ECHO Wellness Center includes a thoughtful distribution of support across the three clients, including the Town of Smyrna. In total, we have a dedicated team of 3 Nurse Practitioners, 1 Licensed Practical Nurse, and 1 Registered Nurse providing coverage to members as well as clinical oversight from our local collaborative physician. We propose that the hours of operation remain the same but are flexible and open to discussions if extended hours are requested by the Town.

Why Continue with Premise as Your Partner?

Premise is the leading direct healthcare company, serving 400 large organization clients through more than 800 wellness centers across the country. We are widely recognized for our leadership, innovation, and deep expertise honed through 60 years of healthcare experience. With our headquarters in Brentwood, Tennessee, our executive leadership team is connected locally to support the Town of Smyrna relationship.

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Premise designs, implements, and manages highly customized digital, onsite, and nearsite wellness centers to meet the unique needs of each of our clients as part of an overarching, integrated healthcare strategy. We provide in-person and digital care serving a broad spectrum of businesses and industries.

Key Differentiators

Premise has built a solid reputation for exceeding our clients' expectations and has earned the trust of some of the best-known and respected organizations in the nation. For your consideration, we'd like to highlight some of the key areas where Premise differs from our competition and why we continue to be the best partner for the Town of Smyrna.

Extensive Nearsite Experience

Premise Health's shared nearsite wellness centers provide a direct healthcare solution that is integrated, accessible, and delivers documented outcomes. Premise has managed shared nearsite centers for over 20 years and currently operates 46 wellness centers in a collaborative setting, including the oversight and support for the ECHO Wellness Center. These nearsite wellness centers are ideally located in the community, offering convenient access not only for employees but also for their dependents. Any strategy to impact both the member experience and healthcare claims spend will ultimately need to facilitate this access in order to maximize returns.

Our Market operations team, which currently provides direct healthcare services to 90+ public sector clients, has a specialty focus in leading clients of a similar size and scope to the Town of Smyrna. Your account management team will continue to be organized regionally with a locally assigned director of client operations and group health center manager, chartered to know your culture and meet with your team in-person to discuss wellness center outcomes and strategy for upcoming quarters.

The Benefits of a Single Partner Approach

The breadth and depth of our product ecosystem means that we can partner with the Town to build a solution that works for you, all with a single partner approach. As a single partner, we can provide valuable results through:

- Better health and financial outcomes, evidenced by our book of business savings and third-party validation.
- Improved member experience (NPS for Town of Smyrna is 90).
- Enhanced alignment with the Town's goals, needs, and mission.
- 30+ products built on clinical quality and excellent member experience ranging from primary care to occupational health, provider dispensing, behavioral health, and more.

Today, more than 80% of our clients take advantage of more than one product. Premise can align with your needs to effectively meet your challenges without needing to bring in other vendors or manage sub-vendors on your behalf.

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Exceptional Member and Client Satisfaction

Excellent experiences are critical to the effectiveness of healthcare. If members struggle to access care or do not feel welcome and respected, it prevents them from getting the care they need and undermines the potential financial value for the client. At the ECHO Wellness Center, Town of Smyrna employees and dependents consistently comment on how the clinical team makes every visit comfortable and convenient, helping establish a culture of trust and engagement. The Town of Smyrna and your people require not only high-quality healthcare but also exceptional experiences with trusted providers to realize the full potential and value of your benefits.

5-Year Average Net Promoter Score

To measure member satisfaction, we use the widely accepted Net Promoter Score (NPS) satisfaction survey. This metric measures how likely a member is to recommend Premise's product or service to a friend or family member. Our industry-leading 5-year average score of 92 is extremely high for any organization but especially for healthcare, which has industry averages of 30. Specifically, we see high scores from the ECHO Wellness Center as well, with a score of 90 this previous year.

With an average client tenure of 13 years among our top 50 clients, Premise has a proven track record of delivering amazing client experiences. Our Town of Smyrna partnership is a strong example, built on continuity: many members choose to return to familiar providers, driving consistent engagement and outcomes. This trust is reflected in the current Primary Care Provider (PCP) attribution rate of 45%, up from 34% last year, meaning nearly half of your users have designated one of our providers as their PCP. This demonstrates a clear signal of strong member-provider relationships and well-coordinated care.

While we firmly believe in our value as a single partner, we will continue to work alongside your existing vendor partnerships to ensure that the Town of Smyrna is receiving the greatest value and experience possible.

Proprietary Member Experience Training Program

Long wait lines, too much paperwork, short visits – poor experiences are all too common in traditional healthcare settings. These experiences are frustrating and inconvenient. Worse, they can decrease engagement and impact outcomes.

At Premise, the Town of Smyrna and your members experience healthcare differently. We have worked with customer service experts across industries to create the Premise experience — the **ART (Access, Respect and Trust) of Quality Service**. This proprietary program was developed in consultation with the Ritz Carlton and Disney and results in a relationship between members and our wellness centers built on trust and commitment. Town of Smyrna members consistently point to their welcoming experiences at the ECHO Wellness Center, highlighting how quickly they are seen, how attentively their concerns are heard, and how staff go above and beyond to meet their needs. The rapport with team members enables a deeper understanding of the member's goals, preferences, and potential barriers, which results in improved clinical outcomes, wellbeing, and engagement.

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All Premise team members are trained in the ART of Quality Service behaviors, such as warm handoffs between members of the care team. This approach helps members feel welcome and more comfortable navigating their care journeys. It also helps them connect with other members of their care team, access support tools available to them, and navigate referrals to community providers.

The ART of Quality Service training program is mandatory for all team members and is spaced throughout the year, with habit building activities following the formal training on ART standards and practiced at the ECHO Wellness Center. Every interaction with Premise is an opportunity to create memorable experiences. Our book of business wait time is less than 5 minutes, and members spend more time with their providers than in other healthcare settings. When members have easy access to quality care and trusted providers, they become more engaged in their healthcare, improving their health and reducing downstream healthcare costs.

Extensive Public Sector Experience

CONFIDENTIAL. Premise Health considers client names to be confidential and proprietary information.

Premise Health has vast experience providing direct healthcare services to the public sector industry. We are deeply familiar with the demands of this specialized work environment and offer industry-specific experience and programming. We serve more than 90 clients in the public sector, including Alachua County (FL), City of Oklahoma City (OK), City of Brentwood (TN), and City of Florence (KY).

Extensive Tennessee Experience

Premise Health has extensive experience serving organizations in Tennessee. We currently manage over 30 wellness centers in Tennessee for some of the largest organizations in the state. We have a well-developed understanding of state regulations as well as the local medical community, which provides the Town with the benefit of our established relationships with primary care providers and specialists. We are very familiar with the culture, geography, and unique demographics of the state's population. In addition, having other clients in the vicinity is often an advantage as we can share best practices and attempt to fill positions on short notice.

An Integrated and Aligned Partner

The last thing the Town of Smyrna needs is another disjointed, bolted-on program to an already broken healthcare delivery system. In contrast, Premise wellness centers offer integration tools in an employer's overarching healthcare strategy to optimize:

- **Overall healthcare spend**
- **Health plan design**
- **Program utilization and engagement rates**

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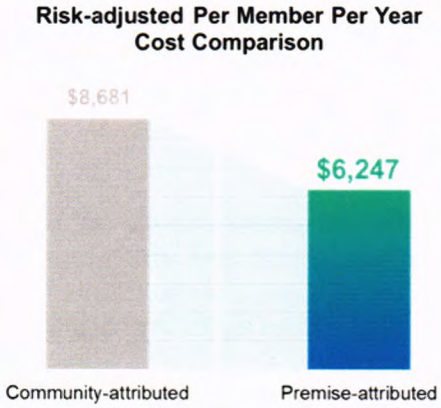
- **Vendor partnerships** (e.g., disability management, third-party administrators, etc.)
- **Outside providers** (e.g., primary care providers, hospitals, community health centers, specialists, and others who share in the commitment for holistic member health)

Our wellness center model reduces healthcare costs, achieves higher participation in wellness programs, and provides better clinical outcomes. As proof of our commitment to delivering greater value, Premise Health recently conducted a representative book of business study based on 207,000 eligible members. Below is a summary of the results.

Employers Save an Average of 30% When Working with Premise Health



$2,434 per member per year total cost of care savings

20% increase in routine, preventive, and mental health office visits

17% reduction in emergency room visits

52% reduction in inpatient hospital admissions

Ensuring Excellence

Premise has a dedicated medical operations team who is tasked with the sole function of ensuring high-quality, evidence-based care and consistency of practice and compliance across our entire book of business. These team members have no wellness center responsibilities to take away their time and attention. Their focus remains on ensuring members receive high-quality healthcare. This unique focus on clinical excellence enables a universal high level of care, widely distancing our approach from others in the direct healthcare industry.

Furthermore, Premise implements standards developed by the Accreditation Association for Ambulatory Health Care (AAAHC), the premier accrediting body for primary care related to quality, safety, and efficiency when a wellness center opens and continues to refine its performance through their internal quality plan. Through AAAHC, Premise Health has achieved multi-site accreditation for 105+ wellness centers as Medical Homes and is currently the largest such accredited network in the U.S.

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Solutions

The Premise ecosystem is the gateway to exceptional health for any organization. We have the capabilities to deliver over 30 products in a primary care environment that can address every client's unique needs with ease.

Primary Care

Premise offers a relationship-oriented, team-based care approach rooted in the medical home model. We deliver value by removing barriers to care and creating seamless experiences, which helps people live healthier. Our approach is built on our mission to help people get, stay, and be well – all while reducing how much members and clients spend on healthcare.

Services range from preventive to acute care, including:

- Annual physicals
- Chronic condition management
- Lab services
- Preventive health exams
- Vaccinations
- Women's health
- Referral management
- Provider dispensing
- Health risk assessments

Premise clinical teams will help the Town of Smyrna build a culture that gets and keeps members well through comprehensive and preventive care. Our ECHO Wellness Center is designed to serve the unique makeup of Smyrna's workforce, including convenient access for employees, spouses, and dependents. With tailored engagement we support both individual and organizational health and wellness goals.

Occupational Health

Our integrated occupational health solutions are delivered by cross-functional providers who focus on supporting workforce health and safety. For the Town of Smyrna, this means direct access to a dedicated occupational health team that understands the unique needs of municipal employees and the community you serve.

When it comes to complying with OSHA standards, promoting productivity, and preventing injury and illness, we have every base covered. At the ECHO Wellness Center, we currently provide pre-employment physicals, annual firefighter physicals, and a range of drug testing services, ensuring that your workforce is fit for duty and compliant with regulatory requirements. Beyond these services, Premise Health offers a full spectrum of occupational health solutions, outlined below.

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Injury and Illness Care – Premise Health provides medical treatment and management of work-related injuries and illnesses while ensuring those with non-occupational health needs are appropriately triaged. For Town of Smyrna employees, the ECHO Wellness Center offers convenient access to prompt evaluation and treatment, minimizing downtime while ensuring safe return to work decisions.

Medical Surveillance – Our team has developed medical surveillance procedures, guidelines, and resources that can be integrated into the Town of Smyrna's existing policies and programs to protect both employees and the Town of Smyrna.

Case Management – We provide resources and support to help members navigate the healthcare system, coordinate with specialists when necessary, and return to work safely and quickly. This proactive approach would help the Town of Smyrna reduce risk while prioritizing employee health and readiness for duty.

Conclusion

Thank you again for the opportunity to respond to the Town of Smyrna's RFP for On-site Health Center. As a leader in the direct healthcare industry and your current service provider, Premise Health brings deep knowledge of the Town of Smyrna's needs and has the qualifications, experience, capabilities, and enterprise resources to help the Town achieve your strategic healthcare goals and objectives.

The enclosed proposal outlines how Premise will deliver nearsite wellness clinic services in a cost-effective manner that will expand access, assure quality member care, drive increased utilization, and deliver financial value for Smyrna employees, their families, and the Smyrna community.

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Section II – Scope of Program & Questionnaire

Premise Health confirms that we can deliver the following scope of services to the Town of Smyrna's population. We are happy to have a discussion with your organization in case there are additional lines of service you would like to offer in the future, with our additional capabilities such as behavioral health, musculoskeletal, onsite pharmacy, and wellness.

- Primary care
- Virtual care
- Occupational medicine
- Health risk assessments
- Call support
- Immunizations
- Exams and screenings
- Prescriptions
- Pharmaceuticals
- Disease management
- Primary care case management
- Health related information
- Compliance with all guidelines and regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA)
- Diabetic training
- Nutrition and exercise counseling
- Tobacco cessation

Tell Us About Your Company

1. How long has your company been in existence?

Premise Health, and the legacy organizations that make up Premise Health, have been operating wellness centers for over 60 years.

2. What are your financial ratings?

Premise Health does not have an A.M. Best rating, S&P rating, or Moody's rating.

3. Who are your principals?

Premise Health Holding Corp. is a privately held corporation. The majority owner is the private equity division of OMERS (Ontario Municipal Employees Retirement System).

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Premise Health's chief executive officer, chief operating officer, and chief financial officer each have over 18 years of tenure with our organization and the legacy companies that make up Premise Health. Our chief information officer has been with Premise for more than 13 years, and our chief human resources officer and legal general counsel each have 10+ years of tenure. The vast majority of our executive team sits in our Brentwood, TN headquarters office and is therefore local to the Town of Smyrna.

4. Describe the account team that would provide service to the Town of Smyrna? Include key persons and qualifications.

CONFIDENTIAL. Premise Health considers account management structure/organization to be confidential and proprietary.

Premise Health's established and successful account management structure for the Town of Smyrna consists of a director of client operations (DCO), who manages the client relationship and is responsible for successful onsite operations. This person will be the main point of contact for all other regional assets available to the Town of Smyrna account. Most importantly, they are chartered to know your culture and needs at an intimate level. The DCO reports to an associate vice president, who then reports to the vice president of operations. These operations experts provide regional strategic guidance, support, and leadership.

Working closely with the DCO at the site level is a group health center manager who is responsible for the day-to-day activities of the wellness center(s). Clinically, the onsite team is supported by the regional clinical operations director and regional medical director (RMD). Their responsibility is to work closely with the DCO to ensure clinical quality and improvement. This is accomplished through many mechanisms including chart reviews, internal clinical scorecards, mentorship, site visits, and 24/7 access to online tools.

Site visits by both the account management and wellness center oversight teams occur regularly to provide ongoing support and guidance to the staff members. Premise Health's clinical operations & governance resource team also makes site visits. This team supports wellness center activities and is available to provide assistance when our wellness center staff is faced with operational and/or clinical challenges. They also conduct audits (both post-implementation and semi-annually) to ensure ongoing compliance.

In addition, the DCO also works closely with our internal teams who assist the DCO with quarterly and annual strategic planning and best practice sharing. With the strongest client base in the direct healthcare industry, it is important for Premise Health to help share benchmarking ideas to ensure that our clients are receiving optimal value from our services and learning from other client experiences.

Please see below for qualifications of these key account team roles:

Director of Client Operations (DCO)
Kevin Meier has served as director of client operations at Premise Health since early 2024. In addition to his tenure at Premise, Mr. Meier has over 3 years of experience in the direct primary

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care field, managing onsite and nearsite shared clinics. He brings more than a decade of nonprofit management experience in Middle Tennessee, along with more than 10 years as a certified health and wellness coach. Mr. Meier's professional interests center on optimizing healthcare delivery for municipal and corporate clients, integrating client operations, and fostering wellness initiatives.

Associate Vice President, Operations (AVP)
Courtney Sievers has served as the associate vice president of operations at Premise Health since 2024. She previously served as a director of client operations at Premise. In addition to her experience with Premise, Ms. Sievers has 15 years of experience working as an operator and administrator in both hospital and ambulatory settings including academic medicine, focused primarily in primary care and dentistry. She holds a master's degree in healthcare administration and a PhD in health systems and policy, with her research focus on employment structure and its impact on health access and outcomes.

Vice President, Operations (VP)
As a vice president of operations, Brett Chibvongodze supports a team of client account managers and operational experts in our Market and Nearsite Regions. Her teams have a national presence with clients of a similar size and scope across a variety of industries. Ms. Chibvongodze focuses on developing strong partnerships to achieve our clients' objectives, engage members in service offerings, and optimize the healthcare delivery system.

Ms. Chibvongodze joined Premise Health in 2018, bringing nearly 15 years of experience in healthcare. Prior to joining our company, she held operational leadership roles in a pediatric hospital and a large, multispecialty medical group. She is passionate about supporting healthcare professionals and employers to improve the health and wellbeing of the workforce.

Group Health Center Manager
Our Group Health Center Manager oversees the management of multiple wellness centers and reports to a Director of Client Operations. This position is a clinical (LPN or RN) leader with several years' experience working in wellness centers and managing teams. This leader focuses on optimizing day-to-day operations, direct reporting relationships with the site teams, and enhancing quality of care outcomes.

Regional Clinical Operations Director
This key role partners with the operations team and site providers to bring in a clinical focus on evidence-based care, quality outcomes, and other clinical support.

- Licensed as an advanced practice provider (NP or PA)
- Bachelor of Science required, Master's or Doctorate preferred
- Certification in Lifestyle Medicine preferred
- 10+ years of relevant work experience
- 5+ years' experience in a primary care practice
- 3+ years' experience in a leadership or management role
- Prior experience in an onsite health center

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Regional Medical Director

- MD or DO degree
- Board certified in Primary Care or demonstrated expertise required
- 10+ years of experience in clinical care required
- 5+ years' minimum experience clinical management required
- Broad appreciation and understanding of evidence-based medicine

5. Describe your medical personnel qualification requirements.

Based on our proposed staffing model for the Town of Smyrna, please see below for the qualifications of our clinical care team:

Nurse Practitioner (NP)

- All nurse practitioner licenses/certificates to practice
- Federal DEA license (matching each state of practice as applicable)
- Current national certification (ANCC or AANP required)
- Master Degree in Science of Nursing (if Master Degree in Science certificate does not state Nursing on it then a copy of transcripts is required)
- CPR (BLS for the Healthcare Provider/Professional Rescuer or ACLS)
- At least three years of clinical experience as a Nurse Practitioner in an ambulatory care, occupational health, family practice, or emergency department setting
- Knowledge of workplace health and safety concepts and OSHA regulations preferred

Registered Nurse (RN)

- Certificate from an accredited Nursing School or Associates' degree (A.S.) is required; bachelor's degree (BSN) from four-year college or university is preferred
- Currently licensed Registered Nurse in state of practice required
- Current hands on training in AHA or ARC Basic Life Support for health care providers is required; Advanced Cardiac Life Support may also be required based on contract scope of services
- At least three years of experience as a Registered Nurse in an emergency room, occupational health clinic, or other ambulatory care clinic
- Knowledge and experience with Electronic Health Records preferred

Licensed Practical Nurse (LPN)

- Graduate of National League for Nursing accredited program, Associate's degree (A.S.), and/or equivalent from two-year college or technical school
- Licensed as a Practical or Vocational Nurse
- Current hands on Certification in Basic Life Support is required; Advanced Cardiac Life Support may also be required based on scope of contract services
- At least three years of clinical experience as a LPN/LVN in an ambulatory care, occupational health, or emergency department setting

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- Knowledge about workplace health and safety concepts and OSHA regulations

Collaborative Physician (MD)

- MD or DO with unrestricted license in the State where providers perform assessments
- Board certification in an appropriate Primary Care specialty or Occupational Medicine experience if applicable
- Prior collaborative and EHR experience preferred

6. Describe your firm's experience related to the services to be provided in response to this RFP?

Premise Health has extensive experience in providing both primary care and occupational health services, integrating them effectively to meet the needs of diverse client populations. Premise Health, or our legacy company CareHere, has proudly served as the provider and operator for the Town of Smyrna's health center (ECHO Wellness Center) since its inception in 2008. Premise is the industry leader in direct primary care, supporting 400 large organization clients.

In primary care, Premise Health serves as the first point of entry into the healthcare system for members without an established primary care provider, coordinating all necessary healthcare services. Our primary care services include acute care, prevention, health maintenance, and referral management, among many others. We emphasize effective communication and empower members to take responsibility for their health. Our teams live and work in the communities they serve, and the Premise Health team supporting the ECHO Wellness Center uses data in conjunction with their understanding of the population to support the members of the Town of Smyrna and their community partners. Our teams also have experience partnering with the Town of Smyrna wellness program to capitalize on all available resources for the members to improve health outcomes.

Our team is well-trained to handle both occupational and non-occupational health issues, with a focus on prevention and family medicine. We offer a hybrid model that combines high-quality clinical and administrative capabilities, allowing us to provide both services within a single wellness center. This model has been successfully implemented across various client sites, resulting in high utilization, patient satisfaction, and reduced clinic wait times.

In occupational health, we offer comprehensive services including case management for worker's compensation, medical surveillance, and emergency response. Our expertise is supported by board-certified occupational medicine specialists and extensive training programs. We have successfully transitioned many accounts from previous vendors, ensuring seamless operations and high-quality care.

Our approach ensures confidentiality of personal health information while adhering to HIPAA regulations. We have developed workflows and application systems tailored to the unique data entry and reporting requirements of these services, facilitating comprehensive reporting and

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integration.

We operate 46 wellness centers in a collaborative setting, also known as our shared nearsite wellness centers. We also operate 64 dedicated nearsites and approx. 600 dedicated onsite wellness centers. We currently serve over 90 public sector clients, which range from counties and municipalities to states, school districts, and more.

Overall, Premise Health's 60-year experience in managing both primary care and occupational health services is characterized by a commitment to quality, integration, and member satisfaction, making us a trusted partner for organizations seeking to enhance their healthcare offerings.

7. How many health clinics/centers do you currently operate?

Premise Health currently operates over 800 wellness centers across 46 states.

8. Give us 2 public entity references.

CONFIDENTIAL. Premise Health considers client names to be confidential and proprietary information.

We request that the Town of Smyrna notify us when ready to call the following references so that we may give our client contacts proper notification that a reference call is forthcoming. Due to the contractual relationships with our clients, we are required to obtain pre-approval before providing their contact information (phone/email) for reference purposes. Thank you.

1. **Alachua County, FL** - Amy Childs, Risk Manager
2. **City of Oklahoma City, OK** - Jason Long, Total Rewards Manager

9. Give us 2 private entity references.

CONFIDENTIAL. Premise Health considers client names to be confidential and proprietary information.

We request that the Town of Smyrna notify us when ready to call the following references so that we may give our client contacts proper notification that a reference call is forthcoming. Due to the contractual relationships with our clients, we are required to obtain pre-approval before providing their contact information (phone/email) for reference purposes. Thank you.

1. **McKee Foods** - Justin Jolls, Compensation and Benefits Manager
2. **BraunAbility** - Becky Kroft, Health Services Manager

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10. Provide 3 examples of savings that have been experienced by clients that are participating in a health center collaboration.

Savings from health center collaborations can be demonstrated in several ways, most directly through claims-based reductions in total cost of care, which form the foundation of our ROI calculations. According to Premise Health's book of business study, members see an average 30% reduction in total cost of care, driven by decreases in inpatient admissions (52%), ER visits (17%), and outpatient services (14%). These reductions translate into measurable ROI for many clients.

For example, Town of Smyrna's neighbor, City of Brentwood, has realized a 1.4 ROI. The City of Florence, KY has achieved a 1.3 ROI, and another nearby client in Crossville, TN is at 1.1.

While cost of care savings are central to ROI, it's equally important to recognize the broader organizational benefits that drive lasting value. Health center collaborations support higher employee satisfaction, stronger retention, reduced absenteeism, and better engagement in preventive care. These improvements foster a healthier, more stable workforce and complement the cost savings reflected in ROI.

Looking ahead, Premise will continue to build on these results by driving efficiencies and maximizing value for clients like the Town of Smyrna.

11. Have there ever been any claims or complaints against your company? If so, describe circumstances and outcomes.

In order to preserve all confidentiality obligations to our clients and to maintain all legal privileges, Premise Health does not disclose details regarding pending, active, or settled litigation matters. There are no existing or pending litigation matters that would have a material adverse impact on operations or the ability of Premise Health to provide services.

Scope of Services

Primary Care

1. How are appointments scheduled?

CONFIDENTIAL. Premise Health considers member portal capability information to be confidential and proprietary.

Because the member's experience is key to their satisfaction, Premise Health takes schedule management very seriously, as easy "no hassle" access to care is such a critical cornerstone of how members view our sites. At the ECHO Wellness Center, we have an operating policy to accommodate all member scheduling needs whenever possible with a ***"Turn No Member Away"*** philosophy. To accomplish this, the following processes are used:

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Web Portal Appointments
Online appointment scheduling and registration is available through our member portal and associated mobile apps. Electronic follow-up includes future appointments, prescriptions, and tests. The portal includes secure messaging capability between the member and their provider.

Regularly scheduled appointments
Current scheduling practices for face-to-face visits range from 15 to 45 minutes per encounter, depending on the nature of the visit (acute, chronic, complicated, and preventive) and the relationship between the member and provider (new/established, primary care providers/continuity care).

At the time the appointment is made, if this is done via the administrative staff, inquiries are made about the nature of the member's need and the primary medical reason for their visit. The web/mobile scheduling tool has some intelligence to help navigate members to the appropriate type of appointment. Established members are scheduled with the provider/date/time which traditionally works for them whenever possible. Secondary options are offered as needed.

Same-day appointments
The ECHO Wellness Center adheres to the policy of "Turn No Member Away" by accommodating same-day appointments. We have the ability to utilize a "Block-Out" procedure which is used to allocate time for providers on those days if needed. This time is used for unscheduled same-day appointments. If/when block-out time and regularly scheduled appointments for each provider are filled, the administrative team informs the site lead, who provides advice on scheduling adjustments needed to accommodate members that day on a 15- or 45-minute basis.

Walk-in appointments (members that walk-in without prior notification)
Upon entering the wellness center, members are advised to check-in at the window where our LPN, Kathy, or other team member greets the member and inquires about the reason for their visit. If the member presents with an issue that is believed to be of a more urgent episodic nature, they are immediately taken to a room and a provider begins assessment. Members presenting with a "non-urgent" condition are given two options for an appointment:

- **Option 1:** The staff provides the member with the availability of schedule openings and the explanation that there are not any same-day appointments available. These members are advised that they can be added to the scheduled members list, and they are invited to wait on a 'stand by' basis to be seen at the earliest possible time between scheduled member appointments. The staff adds this member to the clinical provider's schedule and gives the member an approximate expectation of wait-time, if that can reasonably be estimated. The staff is expected to maintain connection with those waiting, particularly when that wait is longer than expected but the member still wants to be seen that day.
- **Option 2:** A second option is to schedule an appointment for later that day or on another day and time which works for the member. The team adds them to one of the providers' schedules. If the member requests a specific provider, we do our best to accommodate that request and notify the member if this may incur an additional wait time. The team

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has the option to place the member on a wait list, where in the event that there is a cancellation the member may be called to come in before their scheduled appointment.

Reception area wait time and appointment time spent with member
Scheduled members seldom have any wait times. If a provider feels that a member warrants more than a half hour of their time, a longer appointment is scheduled, and adjustments are made to as not adversely affect the provider's productivity. Our clinical team prides themselves on seeing members in a timely fashion and providing excellent care.

Appointment Confirmations
At the ECHO Wellness Center, reminders are sent via our web/mobile tools in the manner in which the member prefers to be notified via (text or email). In addition, email reminders and Microsoft Outlook calendar invitations can be sent. These steps help to ensure maximum provider productivity, improves member compliance to their medical regimen, and also helps identify unexpected gaps in the schedule, which can be filled with walk-in and same-day requests as they occur.

Notifications of Cancellations & New Available Appointment Times
Fast Pass is a member-oriented tool built within our Epic EHR that automatically fills last-minute cancellations by offering those times to members on the wait list, keeping utilization and member satisfaction high. When scheduling their appointment, members can sign up for a wait list if they would like to be notified if an earlier appointment becomes available. The system automatically helps manage the wait list and offers the member a new appointment if an opening in the schedule occurs. This notification process is done automatically without the need for manual intervention by administrative staff.

The system looks between two and nine days in the future for newly available appointment times. If a timeslot becomes available, the system will send out a notification to the person at the top of the waitlist at 7:00 PM CST each day. That person can accept or decline the offer. By default, these offers are delivered via email. Members can change their preference to text or opt out. Members have a choice if they would like to sign up for Fast Pass appointment notification.

Once offers have gone out to members, they have eight hours to respond. Premise Health team members at the ECHO Wellness Center can see when offers are still pending or have been accepted by reviewing the wait list report.

2. Can appointments be scheduled/managed utilizing a mobile app?

CONFIDENTIAL. Premise Health considers member portal capability information to be confidential and proprietary.

Yes. Appointment scheduling and registration is available through our member portal and associated mobile apps (for iPhone and Android). Electronic follow-up includes future appointments, prescriptions, and tests. The portal includes secure messaging capability

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between the member and their provider. Currently 60% of appointments are being made through the My Premise Health Portal.

3. Describe the types of health problems that can be addressed onsite.

Premise Health's wellness centers, including the ECHO Wellness Center, are equipped to address a variety of health problems through both primary care and occupational health services. In terms of primary care, the centers manage acute conditions such as upper respiratory infections, gastrointestinal issues, musculoskeletal complaints, and minor wound care. They also provide preventive care, including immunizations, routine well-women's care, and management of chronic conditions. Additionally, they offer clinical laboratory services and emergency stabilization for transport if necessary.

For occupational health, our centers can handle work-related injuries and illnesses, providing initial assessment and treatment. We can offer services such as case management for worker's compensation, medical surveillance, drug screenings, and ergonomic assessments. The centers are also prepared for emergency response and can coordinate with external specialists if more definitive treatment is required.

4. Describe the types of health problems that can be addressed virtually/telephonically.

Premise Health offers a variety of virtual health solutions to meet the needs of our clients' populations. The type of condition appropriate to treat depends on the nature of the technology and the solution being deployed. The scope of services offered via virtual health may also vary depending again on regulations and providers. Currently, the ECHO Wellness Center conducts virtual or telephonic visits for acute visits as well as provider visit or lab follow-ups as a convenient solution for Town of Smyrna members.

The most common visits to our virtual health offering include:

- Allergies
- Bronchitis
- Cold and flu
- Fever
- Headache
- Infections
- Joint aches and pains
- Nausea and vomiting
- Pink eye
- Rashes
- Sinus infection
- Sore throat
- Urinary tract infection

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5. Describe the medications to be administered onsite.

Medications are e-prescribed from the wellness center to the dispensary then dispensed to the member by the ordering provider. The cost of the medications is invoiced to Town of Smyrna upon addition to the onsite inventory. We work with the Town of Smyrna and our providers to identify the highest utilized and most cost-efficient formulary as well as the copay structure/ amount charged to the member. Any copays collected will be credited to the Town of Smyrna on the next invoice.

Medications dispensed onsite by the provider(s) are stored in a secure, temperature-controlled location restricted to authorized, on-duty team members only. Medications are prescribed from Epic (EHR) directly into the MD Scripts dispensing solution. This transmission provides a secure and accurate communication of the prescription information. Once the prescription enters the dispensing system, the medication is scanned, ensuring that the medication being dispensed exactly matches the medication being prescribed. A label is printed from the dispensing system and attached to the medication bottle(s). If the labeled medication was prepared by the wellness center support staff, it is reviewed by the provider before being given to the member. The provider then counsels the member and gives them the medication and a printed patient language information sheet regarding their medication for the member to reference later if needed.

Please refer to **Attachment 3** for our medication formulary for the Town of Smyrna.

6. What if a disease state escalates?

Our providers utilize evidence-based guidelines to assess members in determining the best course of care. For situations where the disease process has escalated, the clinical team members would loop in the appropriate services to ensure a holistic approach to care. If the needs of the member are not within the scope of services offered, referrals will be made to specialty care. We rely on demonstrated clinical expertise among our providers to serve as local subject matter experts when appropriate. The clinical scenario and the provider's sense of comfort with the member's presentation guides decisions regarding specialty referral as with all aspects of care to ensure the best clinical outcomes for the member.

7. Describe your projected medical team make-up (i.e., MD, DO, FNP, etc.).

Our current and proposed clinical care team includes nurse practitioners (NP), a licensed practical nurse (LPN), and a registered nurse (RN). Clinical oversight is provided by a local collaborative physician (MD).

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8. Will your medical staff have hospital privileges at St. Thomas Rutherford Hospital and Stonecrest?

Not always. Hospital privileges are not a standard requirement for primary care offices in the community. However, Premise Health can establish a professional referral relationship with a local hospitalist group to admit members directly to the hospital and manage any in-patient requirements. The use of hospitalist groups has become widely accepted as the most efficient and effective way to assure high-quality member care in the in-patient environment.

9. If your organization is affiliated with a hospital, please describe your willingness to make all needed referrals to a hospital or medical facility outside of your own organization to avoid the possibility of a conflict of interest.

While Premise Health develops strategic initiatives and programming with local hospitals on behalf of our clients in each location (e.g., preferred admittance programs, visiting specialists, etc.) and has developed formal partnerships with health systems in select regions, we are not affiliated with any national provider group or hospital system. If the Town of Smyrna has a preferred list of specialty in-network providers in the community, our clinical care team is happy to partner with and refer to these specialists. Currently the team at the ECHO Wellness Center ensures referrals are made to in-network specialists under their appropriate enrolled Cigna plan.

10. Describe the primary care case management process.

For those individuals who do not have an established relationship with a primary care provider, Premise Health's primary care practitioners will serve as the member's first point of entry into the healthcare system and as the ongoing coordinator for all needed healthcare services.

Premise Health's providers will work closely with your health plan to ensure coordination of services for members who receive care offsite. For those members who have an established relationship with a primary care provider, our providers will perform a support or liaison role between the member and the community provider. We will provide health coaching, supplemental support, acute care when appropriate, and coordination of services which community physicians either do not have time to provide or are unwilling to provide because they are not compensated for those services. All Premise Health providers practicing primary care are specifically skilled in comprehensive diagnosis and continuing care. Our primary care practice addresses the medical, physical, mental, and emotional wellbeing of the member.

Services include:

- Health risk and condition management
- Health maintenance
- Behavioral health consultation and referral
- Member education

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Primary care services are provided and managed by a provider, often in collaboration with other health professionals, and they will make referrals to sub-specialists as appropriate. When applicable, referrals will be made to partner providers at the healthcare facility. Our healthcare provider teams also provide member advocacy in the healthcare system to accomplish cost-effective care through the coordination of healthcare services. Our approach to primary care services emphasizes effective communication with members and empowers them to take personal responsibility for their health.

Additionally, our primary care services work collaboratively with the local healthcare community to identify the most effective specialists and facilities for referrals.

Premise Health has extensive experience providing urgent and emergency care for both non-occupational and occupational issues. To ensure that the Town of Smyrna's members remain productive and on the job, we will provide care for non-occupational illnesses and injuries that occur during work hours. For example, episodic, acute illnesses are managed by the nurse practitioner, who has the ability to write prescriptions. Furthermore, Premise Health staggers routine scheduled activities such as physicals and immunizations throughout the day so that one provider is always available to evaluate and treat walk-in members.

Our staff treats members promptly and effectively in order to return them to good health and optimize the Town of Smyrna member's ability to be productive at work. When appropriate, the Premise Health staff at the ECHO Wellness Center refers your members to other providers or services, such as outside providers for emergency care and medical sub-specialty services that are not offered onsite but covered by the member's Cigna plan. We also refer internally to the Town of Smyrna wellness team including your onsite behavioral health provider and wellness coach.

11. What if the medical team is not available on the day the care is needed?

Currently, the ECHO Wellness Center operates Monday - Friday, 7:30 am - 4:30 pm. Instructions for obtaining after-hours care are provided to the member, posted in the wellness center, and provided on the wellness center's voicemail.

Depending on the request of the client and the scope of services being provided at the site, we can:

- Set up an answering service for after-hours needs with our providers handling the telephone calls with instructions on how to direct members who call in with emergencies, including protocols for going to the emergency room or reaching out to an on-call provider
- Set up a triage service for after-hours calls that will direct members to the appropriate level of care by following nationally recognized triage protocols
- Establish a relationship with a local provider or hospitalist group that would handle any hospital admissions to provide continuity of care
- Premise Health's 24/7 virtual health service

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12. What are your recommended hours of operation?

Premise Health will continue to provide healthcare services during the hours of 7:30 am - 4:30 pm Monday through Friday. We would consider extended or altered hours as necessary.

13. What if a problem occurs after hours?

Depending on the request of the client and the scope of services being provided at the site, we can:

- Set up an answering service for after-hours needs with our providers handling the telephone calls with instructions on how to direct members who call in with emergencies, including protocols for going to the emergency room or reaching out to an on-call provider
- Set up a triage service for after-hours calls that will direct members to the appropriate level of care by following nationally recognized triage protocols
- Establish a relationship with a local provider or hospitalist group that would handle any hospital admissions to provide continuity of care
- Premise Health's 24/7 virtual health service

Instructions for obtaining after-hours care are provided to the member, posted in the wellness center, and provided on the wellness center's voicemail.

14. We typically see large increases in demand for care during the flu season. How will you meet the demand during sick season again?

Premise Health staff at the ECHO Wellness Center will continue to prepare for the seasonal spike of flu season by conducting schedule maintenance to ensure same-day appointment availability, including the ability to add same-day holds if needed to ensure openings for sick individuals. We also maintain appropriate levels of medication inventory and testing supplies for these acute illnesses, along with the proactive promotion of the flu vaccine program in collaboration with the Town of Smyrna team. As witnessed in recent years, the current staffing model can accommodate the increased capacity during this time, operating at 94% capacity during the 2024 flu season.

15. At what age are children allowed to be treated at the clinic?

At the ECHO Wellness Center, the minimum age requirement is two and above for dependents. This is due to vaccination and professional liability concerns.

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16. Describe the types of injuries and illnesses that can be treated at your facility.

The Premise Health team at the ECHO Wellness Center is equipped to assess and treat a wide range of work-related injuries and illnesses. Our providers can handle all levels and types of occupational injuries and illnesses initially. In cases of medical emergencies, treatment or stabilization is provided, and if necessary, the patient is transferred to the nearest hospital emergency room. For more complex cases, referrals to outside specialists may be made for further consultation and treatment. Our team can offer injury prevention, medical surveillance, case management, and compliance with regulatory requirements. Currently, the ECHO Wellness Center also offers treatment for acute conditions such as upper respiratory infections, gastrointestinal issues, musculoskeletal complaints, minor wound care, and skin complaints. The staff also provide basic life support and emergency stabilization for transport, as well as limited treatment for uncomplicated chronic conditions. The facility is designed to support both work-related and non-occupational healthcare needs, ensuring comprehensive care for all members.

Health Center Collaboration Experience

1. **How many health and wellness centers do you operate that are in a collaborative setting, meaning two or more employers share one or more health centers?**

We operate 46 wellness centers in a collaborative setting, also known as our shared nearsite wellness centers. We also operate 64 dedicated nearsites.

2. **Please explain the billing process for a health center collaboration.**

Premise Health operates our shared nearsite wellness centers under a partial capitation model that is based on each participating client's eligible population. Within this standard cost-share model, actual health center operating costs are allocated to each client based on utilization of the health center. Direct costs of labs and dispensed medications are charged to each client as provided to their members. In addition, each client is assessed a management fee. Invoicing is completed monthly with each client receiving invoices for management fees, allocated costs, and direct costs. Options to streamline and consolidate invoices are available to meet client needs.

3. **Are you able to track the appointment utilization separately between the entities of the collaboration? Please explain your process and capabilities.**

CONFIDENTIAL. Premise Health considers reporting information to be confidential and proprietary.

Nearsite reporting will seamlessly integrate into the standard client reporting package for monthly, quarterly, and annual reports provided to clients. Each client accessing the nearsite will

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receive reporting for their specific members. The standard Quarterly Business Review (QBR) will include an additional section for each nearsite the client accesses.

Comprehensive reporting includes the following metrics:

- Utilization statistics
- Service delivery counts
- Appointment statistics
- Visit types and counts
- Referral patterns and counts
- Top labs, medications, and diagnoses treated
- Clinical outcomes for top chronic conditions benchmarked to HEDIS when applicable
- Member experience net promoter score (NPS)

4. Provide 3 examples of savings that have been experienced by clients that are participating in a health center collaboration.

Savings from health center collaborations can be demonstrated in several ways, most directly through claims-based reductions in total cost of care, which form the foundation of our ROI calculations. According to Premise Health's book of business study, members see an average 30% reduction in total cost of care, driven by decreases in inpatient admissions (52%), ER visits (17%), and outpatient services (14%). These reductions translate into measurable ROI for many clients.

For example, Town of Smyrna's neighbor, City of Brentwood, has realized a 1.4 ROI. The City of Florence, KY has achieved a 1.3 ROI, and another nearby client in Crossville, TN is at 1.1.

While cost of care savings are central to ROI, it's equally important to recognize the broader organizational benefits that drive lasting value. Health center collaborations support higher employee satisfaction, stronger retention, reduced absenteeism, and better engagement in preventive care. These improvements foster a healthier, more stable workforce and complement the cost savings reflected in ROI.

Looking ahead, Premise will continue to build on these results by driving efficiencies and maximizing value for clients like the Town of Smyrna.

5. Can you track ROI separately between the employers of the collaboration? Please explain your process and capabilities.

CONFIDENTIAL. Premise Health considers reporting information to be confidential and proprietary.

Yes, Premise Health tracks return on investment metrics at the client-level, regardless of their participation in a collaborative site. The return-on-investment (ROI) methodology for Premise

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Health's primary care services combines four sources of savings, which together comprise "gross" savings, and then divides gross savings by Premise Health's fees for the provision of primary care services, arriving at a return on investment. The four sources of gross savings are (1) attributed member cost of care savings, (2) community expenses that would have been incurred for non-attributed members, (3) productivity to account for work time that would have been lost if members needed to seek primary care in the community, and (4) direct cost avoided.

- **Attributed member cost of care savings:** Premise Health employs a risk adjusted cohort cost comparison between those members attributed to Premise Health as their primary care provider (PCP) and those members who seek care from the wellness center but are not attributed. Cohorts are defined using an ACO plurality of care approach where members are attributed to either the wellness center or the community depending on where they use care most frequently. The PMPM costs of those two cohorts are compared on a risk adjusted basis and a savings is calculated using the cost differential between these two groups of members. The dollar amount difference between the cohorts is multiplied by the number of attributed wellness center members with the understanding that those wellness center attributed members would have generated similar and higher costs comparable to the community attributed members in the absence of a wellness center.
    - In order to undertake this analysis, the client's suppliers of claims data (e.g., PBMs, TPAs, payers) will provide a full ongoing feed of medical and pharmacy claims and an eligibility file for all members as well as historical claims data. If that is not made available, Premise Health will then estimate the PMPM differential between the two cohorts based on its average performance across its book of business.
- **Community expenses that would have been incurred for non-attributed members:** For those members who are not attributed to Premise Health, Premise Health will take the average community rate for each CPT code undertaken at the wellness center and multiply that rate by the number of instances that each CPT code occurred at the wellness center over a given time period.
    - If Premise Health has access to the client's medical claims data, then actual community rates will be used in this calculation; otherwise an average rate will be calculated using a third-party dataset (e.g., Truven Health data).
- **Productivity:** Calculated using an average of 3 hours of time saved away from work considering the proximity of the wellness center as well as the number of member provider visits and the average hourly wage specific to the client's location.
- **Direct Cost Avoided:** Services that fall outside of the attributed and non-attributed calculation such as physical therapy, chiropractic, acupuncture, massage therapy, flu shots, and onsite biometrics. Calculated using projected visits multiplied by the average cost per visit based on Premise's book of business.

Please refer to **Attachment 5d** for a sample of our ROI report for the Town of Smyrna.

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6. **Do you recommend a separate provider schedule and separate provider hours amongst the different employers of the collaboration?**

The ECHO Wellness Center currently operates from 7:30 am - 4:30 pm, Monday through Friday, with appointments open to all members of the three nearsite clients accessing the center. We do not recommend separate provider schedules or hours as our clinical care team is equipped to treat all eligible members. In addition, the Group Health Center Manager monitors the schedule daily to ensure adequate access for all clients and members, maintaining balanced availability across the collaborative.

7. **Provide three references of clients that are currently participating in a health center collaboration.**

CONFIDENTIAL. Premise Health considers client names to be confidential and proprietary information.

We request that the Town of Smyrna notify us when ready to call the following references so that we may give our client contacts proper notification that a reference call is forthcoming. Due to the contractual relationships with our clients, we are required to obtain pre-approval before providing their contact information (phone/email) for reference purposes. Thank you.

1. **City of Brentwood, TN** - April Curlin, HR Director
2. **Tennessee Department of Safety and Homeland Security** - Sara Harlan, HR Manager 2
3. **City of Florence, KY** - Laura Grant, Human Resources Coordinator

Pharmaceutical Dispensary Services

1. **Do you dispense medications within the health center?**

Yes, the Premise Health providers at the ECHO Wellness Center both prescribe and dispense medications.

2. **Explain your experience managing an on-site pharmaceutical dispensary that is not in a hospital setting.**

At the ECHO Wellness Center, Premise Health provides the convenience of provider-dispensed medications for members at the time of their provider visit to support condition management and improvement, enhance member and provider experience, and keep members healthy, at work, and productive. Our providers dispense medications for both acute and chronic diseases in up to 90-day quantities.

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From a client's perspective, there are numerous benefits to this solution:

- Time away from work is reduced, as members do not need to leave the building to fill their prescription at a local pharmacy.
- Provider dispensing drives wellness center utilization. This is a highly effective solution for re-engaging members who are returning to work and driving them back to onsite wellness centers and in-person appointments.
- To promote cost savings, our providers dispense lower cost generic medications when possible. Savings are realized and demonstrated when Premise Health performs quarterly formulary reviews and periodically recommends formulary adjustments in order to maintain the most convenient and cost-effective dispensing program.
- Members' adherence to the recommended treatment increases. In turn, medication adherence leads to healthier members.
- Integration of provider dispensing into primary care services builds member-provider relationships. The trusted provider delivers medication consultation at the point of dispensing while maintaining confidentiality and privacy.
- Minimal space is required, as provider dispensing is part of the existing primary care setting.
- The provider dispensing solution can be implemented rapidly, so clients and members can immediately begin reaping its benefits.

What this means for your members:

- **Convenient access** – As prescriptions are filled by the medical provider during their visit (provider regulations vary by state), members can begin their treatment regimen immediately. They can receive most prescriptions without ever leaving the exam room.
- **Streamlined care** – Members can skip a trip to the pharmacy and work with their provider directly. This helps build trusted relationships, promotes medication adherence, increases wellness center utilization, and improves productivity.
- **Up to 90-day supplies are readily available for acute and chronic conditions** – An extensive preferred medication list leads to more choice and better treatment options.
- **Member-centered care that meets individual needs** – Safe, confidential access to prescribed medications improves health.

Our best practice is ensuring the member receives their medication at the appointment. Then the provider knows the member has their medication at the point of dispensing. The member is also educated on how to take the medication and any side effects to be aware of. From this perspective, provider dispensing is extremely convenient and helps ensure care gaps remain closed. Premise is the leader in provider dispensing versus other vendors in onsite work-sponsored healthcare.

3. Provide the cost/fee structure to dispense medications.

Medications are e-prescribed from the wellness center to the dispensary then dispensed to the member by the ordering provider. Premise Health's provider dispensing program is a pass through with no mark-up. The cost of the medication is invoiced to the Town of Smyrna upon

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addition to the onsite inventory. We will continue to work with Jeff to identify the highest utilized and most cost-efficient formulary as well as the copay structure and amount charged to the member. Any copays collected will be credited to the Town of Smyrna on the next invoice.

4. How many health center pharmaceutical dispensaries do you currently manage within your book of business?

Premise Health currently operates 208 pharmaceutical dispensaries for 170 clients through our provider dispensing solution.

5. How many medications are stocked within your pharmaceutical dispensaries?

Premise Health selects medications tailored to the demographics of each site population. In addition, we will continue to collaborate with the Town of Smyrna to identify the most appropriate drugs based on cost, clinical conditions, and expected utilization. Currently, our formulary at the ECHO Wellness Center includes 120 different medications, offering a balanced mix of condition management, preventive, and acute or short-term therapies. Our operations team works closely with Rhonda and team to gather feedback about the needs of the member population. This ongoing collaboration helps us continue to refine and customize the formulary to ensure it meets the current and future needs of the Town of Smyrna's members.

Premise Health's provider dispensing program does not stock controlled substances. When these medications are needed, prescriptions are sent to retail pharmacies for member access.

6. Describe the medication billing structure in a health center collaboration setting.

Provider dispensing medications are billed back to the client on their monthly invoice with no mark up. These are passed back to the individual clients based on their actual dispensing usage by entity.

7. Provide the cost/fee structure to dispense medications. Is there a mark-up?

Provider dispensing medications are billed back to the client on their monthly invoice with no mark up. These are passed back to the individual clients based on their actual dispensing usage by entity.

8. How do you determine the formulary for medications administered on-site? Please provide a copy of your base formulary.

Premise Health selects medications that are appropriate for the demographics of the site population. In addition, we will collaborate with the Town of Smyrna to identify the most

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appropriate drugs based on cost, conditions being treated, and expected utilization. If pre-pack medication dispensing is incorporated into the condition management program, the overall disease burden will be taken into account.
Premise Health also works closely with the wellness center providers to gather feedback on the needs they are seeing in the member population. This process allows the formulary to be further refined over time, creating a more customized approach. The ECHO Wellness Center has shown reduced inventory costs while increasing the number of prescriptions written over the past 3 years, demonstrating the effectiveness of actively managing the Town of Smyrna's inventory.

Premise Health's provider dispensing program does not stock controlled substances. When such prescriptions are needed, members are directed to retail pharmacies.

Please reference **Attachment 3** for a copy of the Town of Smyrna's dispensing formulary.

9. Do you dispense maintenance medications?

Yes, our provider team can dispense maintenance medications to members. Our inventory includes a wide range of maintenance medications covering conditions such as hypertension, high cholesterol, diabetes, thyroid disorders, and mental health. Some examples of maintenance medications available include amlodipine (for blood pressure), atorvastatin (for cholesterol), metformin (for diabetes), levothyroxine (for thyroid conditions), and escitalopram (for depression and anxiety).

10. What is the maximum quantity in weeks of a medication that can be provided to a patient?

Premise Health does not provide samples but can dispense both acute and chronic (maintenance) medications. Acute care medication quantities are based on the appropriate dosing for the condition being treated. Chronic or maintenance medications can be dispensed in 30- or 90-day supplies.

Providers typically do not dispense beyond a 90-day supply. However, if they believe a member is stable and no changes will be needed in the near term, they may dispense up to 180 days (for example, oral contraceptives).

11. Are these medications checked against patient's records for allergy interactions, drug-food interactions, drug-drug interactions, and duplication?

When a medication is ordered in our Epic electronic health record (EHR), Epic automatically checks for interactions with the member's current medications. Our staff conducts a medication history with each member and completes a reconciliation within the EHR to update the active

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medication list. This process may also include pulling in external Surescripts prescription data through the Epic EHR.

12. What is your process for dispensing medications for virtual appointments?

If the visit is through our 24/7 virtual primary care solution, provider dispensing is not available. However, if the provider employed at the Town of Smyrna is seeing the member through a virtual channel, that same provider must also dispense the medication when the member comes onsite. For maintenance medications, the provider may opt to use Premise Health's home delivery service to get the member's medication to them without a visit. These prescriptions are usually 90-day and a refill.

13. Describe if you monitor drug shortages and price fluctuations in the market? If so, please provide frequency.

Yes. Our provider dispensing team receives a daily email listing all price changes from A-S Medications that are up or down by 5% or more. We use this information both to drive value and to negotiate pricing with A-S Medications. In addition, Premise Health receives a weekly report from A-S Medications detailing which drugs are on back order. This allows us to make therapeutic adjustments when possible so that members can receive alternative medications that will also be effective.

Laboratory Services

1. How many different labs can be provided at the on-site health center?

The ECHO Wellness Center is able to draw CLIA-waived labs. The CLIA-waived tests performed, processed, and resulted onsite include, but are not limited to, the following:

- Urine pregnancy testing
- Urine dip screening
- Blood glucose monitoring
- Rapid Strep A testing
- Rapid Mono testing
- Instant urine drug screening
- Influenza A & B testing
- Fecal occult blood testing
- H Pylori breath testing
- COVID-19

For tests that need to be processed at a reference lab, such as routine screening studies (e.g., complete blood count [CBC], comprehensive metabolic panel [CMP], prostate specific antigen [PSA], pap smears, required occupational surveillance studies [e.g., mercury, lead], and hair

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and urine drug testing and confirmation (both Department of Transportation-required [DOT] and non-DOT), tests are available through our partner laboratory LabCorp. We have a very strong partnership and aggressive pricing with them based upon our national scale. The lab results feed directly back into our Epic EHR.

The ECHO Wellness Center can perform both specimen collection and testing (or referral testing), regardless of whether the ordering provider is from the wellness center or an external community provider (optional). If the Town of Smyrna requests the additional drawing service, the lab vendor will send the test results directly to the ordering community provider. Please note that all laboratory services must be ordered by a licensed provider.

2. **Please provide your lab pricing for the following labs:**
    - **A. Basic Metabolic Panel**
    - **B. Comprehensive Metabolic Panel**
    - **C. Lipid Panel**
    - **D. Venipuncture**
    - **E. Urinalysis**
    - **F. Vitamin D, 25-Hydroxy**
    - **G. Cholesterol, serum, total**
    - **H. Glucose**
    - **I. Gonadotropin**
    - **J. Hemoglobin A1c**
    - **K. Total PSA**
    - **L. Thyroxine (total)**
    - **M. Thyroid Stimulating Hormone (TSH)**
    - **N. Transferase; aspartate amino**
    - **O. Transferase; alanine amino**
    - **P. Folate (Folic Acid), Serum**
    - **Q. Complete CBC with differential**
    - **R. Prothrombin Time**
    - **S. Sedimentation Rate, Erythrocyte**
    - **T. Rheumatoid Factor**
    - **U. Culture; bacterial**
    - **V. Testosterone, Serum**
    - **W. Sodium, Serum**
    - **X. Mononucleosis Test, Qual**
    - **Y. HDL Cholesterol**
    - **Z. Infectious Agent Detection by Nucleic Acid**

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Premise Health has negotiated the top utilized labs with LabCorp for our client pay accounts including the Town of Smyrna. Our national lab contracts are approximately 20-50% lower in "price" than any stand-alone site would be due to our value-added process of aggregation across all tests and sites. These specific costs are passed through directly with no markup on your client invoices.

Occupational Medicine

1. How do you intake employees with occupational injuries?

The following steps are taken when treating an injured member in the ECHO Wellness Center if needed:

- Ascertain if the injury is a medical emergency and coordinate transport if necessary
- The intake provider, often the nurse, would then take a history and determine the what, when, and where of the injury/illness
- Determine injury causation in partnership with the Town of Smyrna and/or safety team
- Fill out a First Report of Injury and/or your organization's safety form
- Triage (refer) the injury/illness to the most appropriate provider
- If emergent, refer to the local emergency room
- Complete required Tennessee-specific workers' compensation/OSHA paperwork, filing claims, and follow-up
- Comprehensive RN case management, including goal-setting, assessing barriers to return to work, and health education

2. How do you determine whether the injury happened at work?

To determine whether or not the injury happened at work, Premise Health follows best practice occupational health history collection, which includes the following elements:

- Recording the member's own recollection of how the injury was sustained on the First Report of Injury form (or the Town of Smyrna's own accident form may be used)
- What happened?
- When did it occur?
- Where were you?
- What were you doing?
- Description of any exposures or job tasks
- Timing of symptoms in relation to work
- Symptoms in coworkers
- Non-work-related exposures and factors such as part-time work, work at home, vocational, hobbies, sporting activities, and personal health history
- Independent assessment of job functions, stresses, environment
- Discuss with production managers and/or the client's Environmental Health and Safety/accident investigation committee

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- Participate in incident response and accident investigation
- If necessary or appropriate, perform a site walk through for firsthand assessment

Premise Health also gathers the appropriate documentation of decision making and other necessary information to make medical determination regarding causation if unclear as follows:

- Further testing to confirm or establish a definitive diagnosis
- Ergonomic assessment
- Review of published occupational health literature
- Review the "AMA Guides to Disease and Injury Causation" book
- Review of medical records from treating provider
- Review of medical records from prior claims
- Specialty opinion/independent medical exam for causation

3. Describe the types of injuries that can be addressed onsite.

Premise Health is not currently designated for workplace injury assessment and treatment for the Town of Smyrna; however, we can and will stabilize any injuries before transfer to emergency services if needed or your designated workplace injury vendor. Please note that Premise Health does have the capacity to take on that responsibility if desired. Premise Health is experienced in responding to the entire range of work-related injuries and illnesses that may occur at the site.

For most occupational injuries/illnesses, the wellness center providers will conduct the initial and follow-up care at the wellness center. In those situations where more definitive treatment is needed, the injured or ill member would be referred to the appropriate community provider or specialist. Premise Health's programs are designed to assist the member in dealing with the impact of their medical condition on both work and at-home activities and approaches each case with a stay-at-work course of action, when appropriate. Case management is started at the initial injury/illness event and continues until the member returns to pre-injury status or a definitive disposition of care and maximal medical improvement is reached.

4. How do you handle an injury that needs an x-ray or other special assessment that is not available onsite?

For both occupational medicine related visits and non-occ visits, Premise Health's wellness center providers can initially assess and treat all levels and types of injuries and illnesses. Medical emergencies can be treated based on the onsite provider's knowledge and skill level. Treatment will be coordinated with the Town of Smyrna's workers' compensation carrier. Based on the type of work-related injury or illness and presenting physical findings, as well as any developing red flags or complications to the condition, it may be necessary for our provider to refer the member to an outside specialist or the nearest hospital emergency room for consultation and/or further treatment.

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5. Are you able to provide drug testing per Tennessee Drug Free Workplace requirements?

Yes. Premise Health provides varying levels of programs for drug and alcohol testing. Currently at the ECHO Wellness Center, the Premise Health team provides pre-placement urine drug screens. Adherence to state and federal regulations, chain of custody requirements, and client-specific policies are critical to properly conducting and managing drug and alcohol testing programs. We can also provide advice on program modifications upon request.

We comply with post-offer/pre-placement, Department of Transportation (DOT), random, for-cause, post-accident, and follow-up testing requirements as required by our clients. Strict adherence to chain of custody is ensured through training and support of the collectors and monitored through quality improvement programs. Our team members at the site are trained as qualified professional collectors as outlined in DOT Drug and Alcohol Compliance 49 CFR Part 40.33 and 40.213.

We offer several of our medical directors (regional and corporate), who are nationally certified, to serve as medical review officers (MROs) for our clients' drug and alcohol testing programs. We apply our knowledge and experience drawn from a range of industries and client cultures to assist in developing or modifying their drug and alcohol testing programs.

Succinctly, we manage the testing in the following manner:

- Secure a written copy of client policies for non-regulated drug and alcohol testing or follow DOT procedures for regulated drug and alcohol testing
- Review client policies with our medical director (acting as consultants)
- Collect specimens following DOT collection procedures (best practices)
- Utilize our client's or Premise Health's reference laboratory, certified by Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP)
- Drug test results are usually available in 24 hours (for a laboratory negative result) or within 10 minutes utilizing onsite quick screens (Non-DOT and where allowed)
- MRO review for laboratory positive drug test results are usually reported within three days
- Alcohol test results are available immediately if utilizing saliva testing and/or an evidential breath testing or alcohol screening device
- For non-regulated alcohol tests collected via blood, test results are available within 24 hours

Premise Health's occupational health software application can generate a random testing list (by member and date, for example), fully compliant with DOT regulations for random drug testing selections. The member's name and status can be posted as soon as the results are received from the laboratory and are stored in the occupational health software application for reporting/review at any time. If we are performing onsite quick screens, the results can be entered immediately. In most instances, the reference laboratory will post drug and alcohol results, which Premise Health staff can immediately access and then perform the appropriate reporting to the client.

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Communication Plan & Member Services

1. How can employees communicate with the medical team?

CONFIDENTIAL. Premise Health considers member portal capability information to be confidential and proprietary.

Premise Health's member portal connects our members with their wellness center staff in a manner that has never been seen before in the direct healthcare industry. Members schedule appointments, review and update their health record, refill medications, sync their integrated devices, complete questionnaires related to appointments or conditions, and can securely message providers and staff in real-time.

Communication methods are designed to reinforce and encourage the personal relationship between the Town of Smyrna's members and their trusted providers at the wellness center. In addition to secure messaging in the member portal, members may also call the wellness center (assuming member's private location to ensure confidentiality) to discuss a health concern.

2. Will you utilize existing resources for clinics?

Premise Health intends to continue the valued relationship with the Town of Smyrna, operating the ECHO Wellness Center and supporting any programs the Town operates. We will do so by utilizing the internal support resources that Premise Health offers and integrating with the many offerings the Town of Smyrna already has in place.

Premise Health has extensive experience bringing client programs together into a streamlined, customized solution. We utilize numerous best practices from current client relationships that require a single integration map for multiple vendors.

3. Is your health risk assessment available both online and offline?

Currently, the ECHO Wellness Center utilizes an offline Health Risk Assessment that, along with laboratory review, is followed by a comprehensive discussion with the provider.

The Health Risk Intervention (HRI) available through Sonic Boom Wellness is offered exclusively through digital access, with both web and mobile optimization. The HRI is not available in paper format. If the Town of Smyrna is interested in leveraging this digital feature for HRIs moving forward, we would be happy to discuss available options.

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4. **Describe your ability to communicate with an employee population that has multiple sites/offices like the Town of Smyrna. Provide examples if appropriate.**

Premise Health has worked with many dispersed, decentralized organizations. Communication strategy is determined between the client liaison(s), the director of client operations, and with the support of our member marketing team to specifically reach the client's unique member population.

For example, we focus heavily on electronic outreach methods such as email blasts and web portal announcements. We also send important communications directly to members' home addresses to ensure they receive updates, with the approval and support of the client. Additionally, to tailor our strategy to the Town of Smyrna's population, we can host meet-and-greet events at police, fire, and HR offices or organize health fairs where larger groups of members are present.

Our member engagement and marketing communications are customized for each client. We will continue to work closely with Jeff, JJ, and the Town of Smyrna to understand your members' work environments and adapt our approach to meet their evolving needs.

5. **Describe the frequency and type of communications that eligible persons will receive throughout the program period.**

Premise's Engage Marketing Program (EMP), available at a nominal per member annual cost, is designed using marketing best practices and a data-driven approach to drive awareness and utilization of wellness centers, products, and services by keeping them top-of-mind for members. This approach helps achieve desired goals, namely increased healthcare savings and better health outcomes.

Annual ongoing support through the EMP includes:

- A core set of in-center marketing materials (brochures, center information cards, etc.), banner signage, and promotional items used to drive awareness of the wellness center
- A microsite which serves as the central resource for members to learn about their wellness center and available services
- Monthly awareness campaigns including email and in-center collateral focused on driving engagement
- Quarterly webinars presented by Premise Health experts on trending health issues
- A robust library of campaign materials available for marketing support across a variety of product, health, and wellness topics
- Informational content for your internal channels like intranet sites or company newsletters, if desired

Currently, the Town of Smyrna is utilizing the client microsite, monthly awareness campaigns, and in-center marketing materials. The Director of Client Operations (Kevin) will continue to

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partner with Jeff and JJ to ensure Town of Smyrna members have all the information they need to stay engaged with the ECHO Wellness Center!

6. Will you be able to provide a guide or overview of operating services and procedures for employees? (Operating times/contact numbers/after hours operation)

At Premise Health, communicating to members from the onset is essential to maximizing engagement with the ECHO Wellness Center. Premise's Engage Marketing Program, available at a nominal annual cost, is designed using marketing best practices and a data-driven approach to drive engagement and utilization of the wellness center and its services. Through this program, you receive:

- A communications plan to generate excitement for the new center before the doors open
- A core set of in-center marketing materials (brochures, center information cards, etc.) and banner signage to drive awareness of the wellness center and services offered
- A microsite which serves as the central resource for members to learn about their wellness centers, including operational details like available services, hours of operation, contact numbers, and how to schedule an appointment
- A robust library of campaign materials available for marketing support across a variety of product, health, and wellness related topics

We continue to partner with you to keep the wellness center top-of-mind for your population. Annual ongoing support through the Engage Marketing Program includes refreshes of wellness center marketing materials, monthly awareness emails/campaigns, quarterly webinars on trending health and wellness topics, and targeted outreach to promote specific programs or services.

7. How can a member access your company for Member Services after hours?

Currently, Town of Smyrna's members can call the Member Service Number at (615) 229-7302. The phone line is available 5 am - 7 pm Monday through Friday, 6 am - 5 pm Saturday, and 9:30 am - 4 pm Sunday (CST). During these hours, members can schedule appointments and receive assistance with general questions. Additionally, members can access the My Premise Health app 24/7 for appointment scheduling and general information.

Additionally, as a potential additional service, Premise Health offers a Digital Wellness Center, which includes on-demand virtual primary care, virtual occupational health, virtual behavioral health, and virtual pharmacy solutions to clients for additional, highly competitive fees. It delivers access for members and dependents to Premise Health's virtual care providers 24/7. These providers are employed by Premise Health and have access to Epic. With our Digital Wellness Center, we are creating a new standard of virtual care that drives superior utilization, member experience, and employer satisfaction. Benefits include:

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- Virtual concierge team working 24/7 for superior member experience
- Centralized engagement through the My Premise Health member portal
- Member's same electronic health record used for ALL Premise access products (onsite, nearsite, Digital Wellness Center)
- Virtual provider team working as an extension of their existing onsite and/or nearsite team

8. Provide your web address and any access codes needed to explore your services.

Please visit our website at www.premisehealth.com. You can view our services under the "Types of Care" drop-down, and types of access can be found under "How Care is Delivered". "Who We Serve" speaks to our broad client base, and additional resources (i.e., blogs, events, news) can be found under the "Resources" drop-down.

Identification of High-Risk Individuals

1. How would your company identify high-risk members (i.e., health risk assessment, member service calls, medical claims data, pharmacy claims data, etc.)?

Premise Health integrates numerous information sources so that every eligible Town of Smyrna member is identified and targeted during outreach. Currently, if a provider identifies or is following a member at the ECHO Wellness Center with a chronic condition, they can refer the member into the appropriate care management program. Also within the center, providers utilize age- and gender-specific preventive health guideline reminder lists to assure that all recommended screenings and education are offered to members during annual exams. In addition, members can request one-on-one counseling for any health concerns and self-refer into an available program.

We also leverage our onsite presence through health fairs and biometric screening programs to further identify eligible members for the program.

Medical and Pharmacy Claims Data (Care Management with claims only):
A potential offering is a review of medical and pharmacy claims, which identify avoidable future healthcare costs with the greatest potential for cost reduction through disease treatment and health improvement. Premise Health can leverage a data warehouse to enable risk stratification and predictive risk modeling to identify those individuals who could benefit from our wellness and care management programs. "Risk Strat" data elements include items such as frequency, type, patterns and efficiency of health service utilization, specific diseases/co-morbidities/conditions, historic and predicted costs, and compliance with accepted evidence-based medicine. Premise Health's outreach to these populations is consistent with HIPAA (Health Insurance Portability and Accountability Act) regulations and will meet the Town of Smyrna's privacy policy.

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Epic Registries and Risk Scores

Individuals with a chronic condition are included in condition-specific registries which identify care gaps and clinical management goals. Our care managers can use these registries to identify members that could benefit from services and will reach out to them. Additionally, these registries are used to ensure members are following up as recommended. Registries include Epic risk scores that allow for stratification to prioritize outreach and engagement using a variety of criteria.

2. **Please describe your methodology for tracking and intervening with high-risk members on an ongoing basis.**

Premise Health and the providers at the ECHO Wellness Center believe that effective management of high-risk and chronic conditions requires a personal, holistic approach and consistent engagement with each member. Our methodology centers on the strong, trusted relationships between providers, nurses, and Town of Smyrna members.

At the ECHO Wellness Center, high-risk individuals are proactively identified through clinical insight, health history reviews, biometric screenings, and ongoing provider-patient interactions. Providers and nurses closely monitor these members for any changes in health status or gaps in care. When a member is flagged as high-risk, our clinical team initiates a personalized outreach plan, including regular phone calls and secure portal messages, always using the member's preferred communication method.

Our approach is tailored to each individual and focuses on accessible education, wellness coaching, timely follow-ups, and medication support. Providers regularly review each member's care plan and adjust interventions as needed.

Currently, we do not have direct access to claims data, but we are eager to partner with Cigna and the Town of Smyrna to review those insights in the future. Access to this data would further enhance our ability to identify risk factors, close care gaps, and deliver proactive interventions.

The ECHO Wellness Center is committed to ensuring high-risk members receive continuous, personalized support from the providers and nurses who know them best.

Health Risk Assessments

1. **What Health Risk Assessment (HRA) do you use and how long have you used it? List all factors you identify in your profile. Please provide a sample HRA in your response.**

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Currently, the ECHO Wellness Center utilizes an offline Health Risk Assessment, which is paired with lab results to give a clear picture of the member's health status. Following completion of the HRA and lab review, each member meets with a provider. During this review,

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providers discuss all relevant health details, answer questions, identify potential risks, help create goals, and review recommended next steps.

However, as our standard, Premise Health has been using the ProChange Health Risk Intervention (HRI) since the start of 2024. It is offered through our Sonic Boom Wellness digital wellbeing platform as a standard component.

The ProChange Health Risk Intervention (HRI) assesses self-reported risk for more than 10 health risk behaviors that can be linked to multiple chronic conditions. The HRI emphasizes health behaviors that contribute to the most costly conditions for employers and are associated with decreased productivity. These health risk behaviors include tobacco use, unmanaged stress, lack of exercise, high risk alcohol use, high blood pressure, and high cholesterol. Additionally, the HRI addresses mental health concerns, social health concerns, and other behaviors that may influence wellbeing and productivity. The HRI uses scientifically validated assessments and tailored communications to promote behavior change and impact health and wellbeing.

The Health Risk Intervention (HRI) assesses a range of health risks that include, but may not be limited to, the following:

- Tobacco use
- Dietary habits and nutritional intake
- Physical activity levels
- Sleep habits and potential sleep problems
- Stress and mood management
- Adherence to preventive health guidelines such as screenings and immunizations
- Management of chronic health conditions (if applicable)
- Behavioral patterns
- Safety practices (e.g., seatbelt use)
- Alcohol consumption
- Overall health and wellbeing indicators
- Social drivers of health
- Readiness to change various health behaviors
- Work-related factors like productivity and a sense of belonging in the workplace

Please reference **Attachment 4** for our HRI documents (sample questions and reporting).

2. How often do you recommend distributing the HRA?

Premise Health will work with the Town of Smyrna to determine how often the HRA/HRI should be distributed based on program goals. We would recommend distributing the HRA/HRI at least annually if not bi-annually.

Premise Health can support leaving the HRA/HRI open throughout the entire year to allow for new hires and any current members to complete the HRI at any time.

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3. **Please describe turnaround time for each of the following areas:**

   a. **Providing the HRA results to individuals.**

   The Health Risk Assessment results provide immediate, personalized feedback upon completion. Results are typically available within 24 hours following the lab draw, and members can access their results through the member portal.

   b. **Contacting individuals for possible interventions.**

   At the ECHO Wellness Center, the HRA follow-up provider visit is scheduled at the time of the lab draw to offer a personalized plan and outline next steps.

   The action plans are tailored to each member's unique health risk profile, readiness to change, and incorporate evidence-based strategies.

   c. **Providing The Town of Smyrna a summary report of the initial HRA results.**

   The Town of Smyrna has access to your population's overall compliance and engagement within the Sonic Boom Wellness platform. For biometric reporting, Premise Health will provide an annual biometric snapshot, highlighting improvements or changes in each key biometric measure over time. This reporting supports ongoing wellness strategy and helps track progress for the Town of Smyrna members.

4. **Please describe how your organization would provide a system to assist HRA participants in completion of their questionnaires and in the interpretation of their personal profile.**

The clinical team and the director of client operations can work directly with the Town of Smyrna to conduct targeted outreach for individuals who need assistance completing their Health Risk Assessment (HRA) questionnaire. We can also collaborate to host informational events that highlight this component of the wellness program, ensuring members are aware of available resources and support.

In addition to these offerings, the ECHO Wellness Center can offer multiple avenues for members to receive assistance, including:

- Onsite and virtual assistance, with providers and nurses available to provide one-on-one help during appointments, wellness fairs, or dedicated "HRA help days."
- Educational materials and step-by-step guides offered in accessible formats and multiple languages, ensuring inclusivity for all participants.
- Integration of digital tools and kiosks, allowing members to complete HRAs in-clinic or remotely through secure, mobile-friendly platforms.

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5. **What level of participation in the HRA is expected in years 1, 2, and 3 of your program?**

Multiple factors contribute to participation rates, such as organization messaging, internal support, and incentive structure. While we cannot provide an average participation rate, we commonly find that Health Risk Intervention (HRI) users complete multiple sessions and remain engaged with the HRA/HRI across many years. We do find that communications from internal champions, a well-coordinated launch, and potential incentives have a positive impact on utilization.

6. **Describe how your organization will set and reach participation goals.**

To set and reach participation goals, Premise Health will work with the Town of Smyrna by following a structured approach that includes research, relationship-building, communication, and measurable accountability.

7. **Do you recommend using incentives/de-incentives? If so, please describe the method your organization recommends.**

Sonic Boom Wellness expertise in behavioral economics and evidence-based research shapes our approach to crafting incentive programs that resonate with the unique needs of healthcare clients. Recognizing that each organization's culture, goals, and demographics are distinct, we apply best practices in incentive management tailored to these specific contexts. Our methodology prioritizes aligning incentives with the Surgeon General's framework for wellbeing at work, focusing on preventive wellbeing, workplace wellbeing, work/life balance, and community & connection.

8. **Please describe your plan to involve new employees in the HRA process.**

We recommend involving new employees in the Health Risk Assessment/Health Risk Intervention (HRA/HRI) process within the first 60 days of their employment start date. We recommend educating new employees upon orientation of the process and potential incentives.

9. **Please describe your capabilities to update an individual's HRA record while conducting follow-up calls.**

Premise Health recommends distributing the health risk assessment (HRA) and obtaining biometric data annually for re-evaluation of the Town of Smyrna's population. However, we have clients conducting the HRA program more frequently to measure pre- and post- program results (e.g., weight management, nutrition management, etc.).

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Premise Health can also support leaving the HRA open throughout the entire year to allow for new hires and any current members to complete the HRA at any time.

10. How does your HRA monitor and report individual change from year to year?

Premise Health's Health Risk Assessment (HRA) monitors and reports individual change from year to year by tracking biometric results and self-reported health information over time. Each member's previous and current HRA responses and lab results are compared annually, allowing providers to highlight improvements, new risk factors, or areas for targeted intervention during the follow-up visit. This year-over-year comparison is made available to members in the member portal and summarized in annual reports to help track and motivate progress.

Intervention

1. Are intervention conversations monitored for quality assurance? How?

Premise Health's quality management philosophy focuses on continually monitoring, measuring, evaluating, and improving not only the quality of the direct healthcare services delivered at our wellness centers but also the value of the services, communication, and reporting provided to our clients.

Quality improvement begins with selecting and recruiting the most qualified and capable medical professionals available and extends to supporting the performance of these professionals with clinical and operational oversight, access to clinical resources, information systems, objective information, and sharing of best practices throughout Premise Health's infrastructure. Inherent in the quality improvement process is a daily focus on making quality a top priority and taking the necessary steps to monitor, measure, and implement improvement strategies according to best practice standards.

High-quality member care and effective communication are the most critical elements of our direct healthcare services. Therefore, we evaluate the performance of our healthcare staff according to quality standards established by Premise Health's clinical leadership and many times in conjunction with the client. Both members and clients are surveyed on a regular basis to obtain feedback on the quality of care being delivered at Premise Health's wellness centers. In addition, we implement internal controls to measure wellness center service and quality indicators.

In summary, our approach to quality improvement has several components:

- Selecting high-quality clinical personnel
- Incorporating quality improvement as an integral part of operations oversight and support
- Tracking clinical quality indicators and outcomes, thus providing clinical personnel with the information necessary to make needed changes or improvements in care

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- Evaluating and supporting providers across a full range of criteria which are relevant to providing high-quality and cost-effective care, including resource utilization, response to and interaction with members, and communication with all stakeholders
- Obtaining feedback from members and clients on a regular basis for continuous improvements in service
- The use of internal quality control measures as outlined in the quality improvement plan to include clinical dashboards and site assessments
- The use of evidence-based literature and resources
- Extensive supervisory and peer review, including concurrent and retrospective health records review
- Thorough clinical oversight by the regional medical leadership team, regional operations team, and the clinical quality and credentialing department

Health Record Review
Supervisory review processes have been developed to meet quality standards for Premise Health's providers. The goal of supervisory review is to identify opportunities to improve member care. Newly hired providers undergo a sampling chart review by the site or regional medical director. Once the initial review has been performed and the provider is deemed proficient, the review is performed periodically and prior to re-credentialing and privileging and as needed.

Nurse practitioners and physician assistants undergo chart reviews that are established by most state regulations. If there are no state requirements for chart review, Premise Health has established a best practice policy to review up to a maximum of 30 charts on a quarterly basis. The supervising physician performs the chart review and discusses any findings with the nurse practitioner or physician assistant utilizing a quantitative approach to standardize these evaluations across the organization.

2. Describe the process for engaging the targeted individual.

Premise Health's health promotion and behavior modification programs are rooted in an ongoing dialogue, where our trained staff continually assesses opportunities for health improvement and directs individuals to resources that fit their preferred mode of learning, level of engagement, and readiness for change. We also utilize the member's relationships with other health providers to create a support network that fosters permanent behavior change and lifestyle improvements.

The following are key strategies that Premise Health has identified in our experience for creating long-term engagement and behavior change:

- **Initial Engagement**
- **Ongoing Communication**
- **Multiple Touch Points**
- **Keep Low-Risk Members Low-Risk**
- **Personalize the Solution**

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Through our approach described above, our wellness center team members are prepared to serve this pivotal role. We seek to create the “ideal healthcare consumer". We will help the Town of Smyrna’s team members to:

- Know personal health risks and become motivated and equipped to take action to improve health status
- Know how to select a specialist and hospital based upon quality and value and how to effectively communicate with physicians
- Use self-care when appropriate
- Actively manage chronic or serious health conditions
- Proactively seek and utilize healthcare information
- Live a healthy lifestyle and practice prevention
- Understand treatment options and costs and makes informed decisions about when, how, and where to utilize the healthcare system
- Understand what tools, resources, and information are available and any incentives to utilize them

3. Describe the process for persons you are unable to reach.

Providers and nurses at the ECHO Wellness Center use a multi-channel approach to connect with Town of Smyrna members, including written communications in the member portal, flyers, secure emails, and onsite events like lunch-and-learns, flu shot clinics, and health fairs. For members who are hard to reach, the team documents outreach attempts, looks for additional opportunities to engage, and works with the Town of Smyrna wellness staff to identify alternative methods when needed. This persistent, flexible approach helps maximize participation and ensures that every member has multiple opportunities to access the wellness center for support.

4. Describe and provide samples of any support material to be used with the intervention.

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Premise providers will work directly with members to determine the method to support individuals based on their needs. This may include referrals to services such as care management, nutrition, and others for guidance in a specific area. Premise provides visit information and educational resources after each visit in the After Visit Summary, which is printed or available in the member portal immediately. Additionally, member decision support tools are available through the member portal where members can access the entire Healthwise® Health Library. This resource provides a member-centered library of thousands of medical topics, videos, and medication references, as well as a symptom checker. Premise Health providers have the ability to directly send health and wellness content to members

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through the secure messaging platform. In a typical scenario, as part of managing a member with chronic conditions, the provider would identify disease-specific education materials for ongoing education, treatment, prevention, and management. In this model, the provider would select the materials and push them directly to the member as an attachment through the secure messaging platform.

5. Describe and provide samples of any management reports on intervention activity.

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The attached Town of Smyrna 2024 Annual Review and the 2025 Engagement Calendar (**Attachment 5a**) provide clear examples of Premise Health's intervention activity reporting. These documents showcase outreach efforts, wellness campaigns, performance metrics, success stories, and engagement strategies implemented by the ECHO Wellness Center team, demonstrating ongoing intervention activity and awareness initiatives for Town of Smyrna members.

6. How do you link to onsite or community programs (Employee Assistance Program, wellness screenings, etc.)?

As the Town of Smyrna has multiple member offerings already in place, Premise Health's experience bringing client programs together into a streamlined, customized solution is valuable. We provide numerous best practices from current client relationships that require a single integration map for multiple vendors. Our clinical and administrative teams support a significant integration opportunity.

Our approach is simple: Who better to play a key role in program integration than the onsite providers with a trusted relationship with a large number of the members being served?

We are highly experienced in coordinating this conjoined treatment every day in many of our wellness centers and strongly believe that by developing and maintaining close relationships with our clients' valued partnerships, we create a seamless continuum of treatment for the members and drive engagement in these other valued programs.

Premise Health's wellness centers serve as the "hub" for the delivery of healthcare services within the Medical Neighborhood. Supported by a robust information system, our wellness centers act as catalysts for integration and information sharing both internally and externally, fostering continuity of care across departments. We are committed to ensuring that our services connect client's members with the appropriate resources at the correct time. This commitment applies to all resources including local healthcare resources including EAP services, ergonomics programs, health plan offerings such as health risk and condition management programs, and work/life resources available to members through their organizations and communities.

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Since May 2025, the Town of Smyrna has leveraged the Premise Health microsite, which includes a dedicated resource tab for any Town of Smyrna third-party vendor. This resource tab can feature employee assistance program (EAP) offerings, Cigna health programs, and information about upcoming events. This digital centralization further enhances member access, streamlines communication, and strengthens coordination of resources.

By embedding both the wellness center and the digital microsite as essential access points, Premise Health helps the Town of Smyrna build a healthcare ecosystem to meet the needs of its members. This simplifies the member experience, making it easier for members to connect with the care and support they need when they need it.

7. Describe your methods of ensuring confidentiality of caller information.

Premise Health's privacy office provides a checklist and monitors wellness centers to ensure member privacy and confidentiality. The checklist includes around 20 questions covering administrative, physical, and technical safeguards. These safeguards address various privacy issues, such as:

- Locked cabinets
- Shredding documents
- Oral communications
- Fax procedures
- Leaving telephone messages
- Ensuring member identity verification
- Visitors by third parties

Additionally, the privacy office requires timely responses and corrective action plans for any privacy compliance gaps.

Health professionals have an ethical obligation to protect the member's health and medical information from unauthorized disclosure, ensuring medical records are safeguarded and disclosed legally, often requiring written consent.

Premise Health prioritizes member privacy during wellness center visits, starting with appointment scheduling. Personnel are trained to avoid mentioning personal information that can be overheard in the waiting area, and clinical conversations are held in private areas. Confidentiality and member privacy are key considerations in wellness center design.

For unscheduled appointments, the member's name and visit reason are discussed to ensure appropriate triage, especially for emergencies like chest pain. No additional personal health information is needed at registration to minimize inappropriate information sharing.

Premise Health mandates new hire and annual training on HIPAA privacy and information security for all members.

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8. **Indicate what type of provider interventions and education your Plan provides and the results of these interventions.**

The ECHO Wellness Center's programs encompass the full spectrum of care for Town of Smyrna members, including health promotion, proactive risk assessment, lifestyle education, self-management training for many conditions, care gap management, and personalized support for high-risk individuals. Interventions feature provider-led education, targeted outreach, customized action plans, integrated coordination with local providers and vendors, and ongoing follow-up to drive improved outcomes.

The program addresses a broad range of topics such as diabetes, hypertension, heart disease, asthma, COPD, osteoarthritis, migraine, GERD, obesity, metabolic syndrome, and more. At-risk members are identified through wellness exams, screenings, self-reporting, outreach, and claims analytics (if available). Following assessment, providers and members develop individualized care plans centered on disease management, prevention, and sustained wellbeing.

Results include higher adherence to evidence-based guidelines, positive biometric and behavioral improvements, greater engagement, enhanced health literacy, and lower healthcare costs. Premise Health's approach empowers and informs Town of Smyrna participants, creating a healthier, more productive workforce. Providers account for co-morbidities, culture, social drivers of health, personal values, family factors, and preferences to ensure interventions are relevant and impactful for every member.

Measurement Tools & Results

1. **How would you propose measuring the outcomes and success of the overall program?**

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Premise Health measures the outcomes and success of the ECHO Wellness Center's program for the Town of Smyrna through comprehensive and clear reporting focused on both member health and experience.

Reports routinely include:

- Member satisfaction and Net Promoter Score (NPS)
- Participation and penetration rates
- Clinical quality measures
- Engagement and utilization metrics
- Biometric health improvement data
- Cost savings and value measures

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Annual and quarterly performance assessments present aggregate results, improvement trends, and member feedback tailored to the Town of Smyrna's goals. These detailed, transparent reports guide ongoing program improvements and demonstrate the overall impact of the integrated care and wellness model that is in place for the Town of Smyrna members.

2. Describe your standard management reports and provide capabilities for custom reports. Describe your custom reporting capabilities and the associated costs. Please provide a recommendation and examples of reports that you would provide the Town of Smyrna.

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Reporting for Town of Smyrna is available on a monthly, quarterly, and annual schedule. Each report is designed to highlight specific trends and insights, such as visit counts, service breakdowns, engagement levels, and clinical outcomes. These reports help Town of Smyrna leadership monitor participation, health improvement, satisfaction, and total impact throughout the year.

Upon request, Kevin (the Director of Client Operations) can obtain custom or ad hoc reports for many different metrics or focuses on an ongoing or one-time basis.

Here is an overview of reporting content provided to the Town of Smyrna:

Monthly Report

- **Utilization Summary:** Offers actionable insights into total visits, provider visits, members with a visit/provider visit, % of visits by service and modality. Metrics are available at both aggregate and site levels.
- **Member Experience:** Highlights key metrics such as average wait time, portal activations, appointment scheduling, and canceled versus no show rates. Metrics are available at both aggregate and site levels.
- **Site Comparison:** Provides a comparative overview of provider and ancillary visits, members with a visit, visit modality, and primary care capacity across the client's site(s).
- **Digital Wellness:** Delivers insights into total visits, members with a visit, wait time, visit density, total activity, and member breakdown by relationship.
- **Line of Service:** Offers actionable insights into visits, members with a visit, new members with a visit, average wait time, cancelations and no shows, visit frequency, visit types, and visit trends by site for each available line of service.
- **Department Reporting:** Focuses on utilized available capacity, average wait time, and average utilization per day for each department, reported at the site level.

Quarterly Report: Includes all metrics within the monthly report, with additional data:

- **Immunizations:** Total counts of all immunizations, flu immunizations, and COVID-19 immunizations.
- **Labs:** Details the total lab counts, trends, and the top ten labs.
- **Medication Orders:** Includes generic prescription rate and overall medication volumes.

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- **Diagnosis Reporting:** Insights into the top diagnostic related groups and individual diagnoses.
- **Referrals:** Outgoing and internal referral volume, including top specialties.
- **Member Demographics:** Comprehensive demographic breakdowns.
- **Clinical Quality:** Measures for diabetes, hypertension, depression screening, BMI screening, and low back pain imaging.
- **Biometric Snapshot:** Key clinical measures and the percentage of members at low, moderate, or high risk.
- **Penetration Metrics:** Tracks the percent of the population utilizing services.
- **Net Promotor Score (NPS):** Evaluates overall satisfaction and NPS scores.

Annual Report: Incorporates most metrics from the quarterly report, with additional features:

- **Outcomes Reporting:** Provides a year-over-year comparison of key biometric results for a cohort of members to assess whether the population is improving, maintaining, or declining in clinical measures.

Please refer to **Attachment 5** for our monthly, quarterly, and annual reporting samples as well as our ROI report.

3. Provide examples of the following:

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a. Onsite healthcare activity report

Please refer to **Attachment 5** for our reporting samples.

b. HRA and member profile

Please refer to **Attachment 4** for our HRI documents.

c. Member participation

Please refer to **Attachment 5** for our reporting samples.

d. Financial summary/savings report

Please refer to **Attachment 5** for our reporting samples.

e. Are management reports available online?

We do not offer online reporting functionality to our clients. Clients receive reports on a monthly, quarterly, and annual basis. Reports are provided by the director of client

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operations, allowing clients the option to review results and ask questions or gain additional insight beyond the report.

A monthly, quarterly, and an annual business review takes place between the operational leadership and the Town of Smyrna team. During these meetings, the team reviews results and insights identified from the data and wellness center experiences. The teams also discuss planned activities for the upcoming quarter/year. Finally, we provide strategic recommendations for increased efficiencies, enhanced programming, and more during these meetings.

4. Describe how your Plan specifically evaluates the effectiveness of primary care case management. Include any results of the evaluation as an attachment.

Clinical oversight is the integrated responsibility of our regional medical directors and regional clinical operations directors. Clinical staff and directors of client operations are responsible for quality improvement and risk management activities at the site level. This team participates in the:

- Recruitment and hiring of providers
- Clinical and technical orientations
- Mentoring and annual evaluations that connect providers' performance to established goals

An important aspect of clinical oversight is the establishment of peer review processes, both supervisory (by the regional or site medical director) and peer-to-peer within each practice and across our book of business.

Clinical oversight is also accomplished through committees and work groups. Site providers and regional clinical leadership meet periodically and participate in discussions and decision making related to clinical practice and best practice/quality of care processes.

The clinical governance council and senior medical leadership team have ultimate oversight responsibility for quality of care and service as delegated by the board of directors.

Annual evaluation of the quality improvement program is conducted by the corporate quality improvement committee led by the vice president of clinical quality in collaboration with the regional medical leadership, medical operations team, and operations leadership.

Ongoing chart reviews as well as attention to clinical outcomes, member satisfaction, and member occurrences continually validate and verify the providers' ongoing competency and skill.

Premise Health's credentialed, competent, and committed professionals are charged with the responsibility to provide medical, wellness, nutritional, and physical rehabilitation interventions according to current evidence-based best practice guidelines.

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Premise Health is committed to ongoing quality improvement, a focus recognized by Accreditation Association for Ambulatory Health Care (AAAHC). Through monthly data assessments, we compare clinical outcomes in key primary care clinical indicators with current national benchmarks, including HEDIS and the Official Disability Guides (ODG, Work Loss Institute). This data is used to identify opportunities for focus, and national, regional, and site level action planning is developed with ongoing data assessment to determine effectiveness. These results are continually shared with the site providers and leadership team as well as regional clinical leaders and medical and operations leadership.

Case management or chronic health risk and condition management in the primary care setting serves to minimize the effect of chronic disease on the life of an individual by:

- Improving engagement of the individual in their care
- Improving the effectiveness of interactions with the medical team
- Identifying, mitigating, and preventing gaps in appropriate care
- Improve short-term (disease-oriented) outcomes

Success in meeting this goal is based on the leading indicators. Engagement, interactions, and care adherence is assessed with specific evidence-based clinical care metrics. Premise Health measures disease-oriented outcomes against established HEDIS measures as well as across our book of business.

5. Provide all clinical indicators used to track the success of the program and the results, if any, by year since inception of the program. Please include the following:

a. Program outcomes
b. Utilization measures
c. Member satisfaction
d. Changes in the cost of care
e. Productivity/absenteeism

Premise Health values our partnership with the Town of Smyrna and our shared focus on serving your member population. Together, we continually review quality measures and program results to ensure our services meet the real needs of your employees and families. Our goal is always to deliver clear results and focus on continuous improvement through collaborative, transparent support. Below are the key metrics and outcomes from our ongoing work together.

Program Outcomes: Premise Health continuously tracks key clinical outcomes, including diabetes and hypertension control, for the Town of Smyrna population. In addition to these primary measures, we also monitor other important metrics, such as depression and BMI screenings as well as cancer and preventive screenings, to offer a comprehensive view of member health and program effectiveness.

- **Diabetes:** Goal is HbA1c control below 8.0%; currently, 83% of ECHO Wellness Center's attributed patients are under control.

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- **Hypertension:** Goal is blood pressure below 140/90; currently, 84.7% of attributed patients are managed within target range.

Utilization Measures: Premise Health tracks several utilization measures to assess access and engagement at the ECHO Wellness Center. These metrics help evaluate how many members are using services, how appointments are managed, and where continued outreach may be needed.
Total Visits: 2,114 for 2024.
Highlights overall service usage and center engagement.
Members with a Visit: 578 unique members in 2024.
Shows breadth of reach and helps identify penetration rate.
Provider Visits: 1,945 in 2024.
Measures direct clinical engagement with providers.
Members with a Provider Visit: 567 unique members in 2024.
Tracks provider access and continuity of care.
Average Wait Time: 5.3 minutes.
Indicates operational efficiency and member experience.
Portal Activations: 2,085 members have activated their My Premise Health portal.
Demonstrates member adoption of digital access tools.
Cancellation Rate: 17.6%; **No Show Rate:** 1.6%.
Monitors appointment management and helps target rebooking efforts.

Tracking these measures allows Premise Health and the Town of Smyrna to optimize operational performance and support ongoing efforts to keep members engaged with the ECHO Wellness Center.

Member Satisfaction: Member satisfaction at the ECHO Wellness Center is measured through customer service touchpoints and third-party administered post-appointment surveys. These results guide quality improvements and demonstrate the center's commitment to outstanding care.
Net Promoter Score (NPS): Current 12-month rolling NPS is 90, consistently above healthcare industry benchmarks. NPS reflects willingness to recommend ECHO to others, a strong indicator of both satisfaction and loyalty.
Member Survey (% Recommend): 87% of survey responses rated their experience "excellent" in 2024.
Member Comments: Common themes include short wait times, thorough care, approachable staff, and clear communication—direct feedback collected after visits.

Premise Health uses NPS scores and member feedback to guide meaningful improvements at the ECHO Wellness Center. By actively listening and responding to Town of Smyrna members, we keep satisfaction high and ensure ongoing enhancements are truly beneficial.

Changes in the Cost of Care
Premise Health's member health management strategy at the ECHO Wellness Center is designed to control costs while improving outcomes. In 2024, this approach resulted in a net savings of $158,146 for the Town of Smyrna. We are committed to continuously building on

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these results, using ongoing data review to identify new opportunities for cost reduction and better health value.

Productivity and Absenteeism
Productivity savings are captured by calculating the work hours saved when members use the ECHO Wellness Center instead of leaving work to see a community provider—this is a key component of our ROI analysis. While formal absenteeism tracking is not currently included, our strategy continues to evolve to help the Town of Smyrna minimize workplace disruptions and improve member access to care.

Through our partnership, Premise Health and the Town of Smyrna work together every day to help Town of Smyrna members get, stay, and be well. Our shared focus on results and continuous improvement ensures the ECHO Wellness Center truly supports your employees and their families.

6. Is your firm HIPAA compliant?

Yes. Premise Health is compliant with HIPAA regulations as well as with state laws which affect member information. We recognize the importance of our obligation and commitment in the collection, analysis, and reporting of all pertinent healthcare data, including all protected health information, from each operation. HIPAA compliance and member rights to privacy and confidentiality are ensured through administrative oversight, training, and orientation. We maintain privacy and security policies that are available to all team members. We have adopted comprehensive programs and well-tested processes to administer and monitor compliance with HIPAA. Such compliance efforts are managed by our compliance department. Because of our extensive experience as a third-party provider of healthcare, pharmacy, and health management solutions, Premise Health is intimately familiar with the duties of a covered entity, a business associate, and all aspects of the electronic transactional standards, privacy, and security rules.

Premise Health's compliance department works closely with each director of client operations to develop and continuously improve, implement, and enforce all federal (including HIPAA) and state laws that relate to the privacy, confidentiality, access, and security of member records and data for each operation.

7. Describe your system for the assurance of personal health data security.

HIPAA compliance and member rights to privacy and confidentiality are addressed through administrative oversight, training, orientation, and provision of our HIPAA policy and procedures manual for all covered entity healthcare providers and members. Clients are invited to request a copy of our HIPAA policies and procedures. Our staff is trained during orientation as well as annually regarding our HIPAA and member rights to privacy and confidentiality policies. This training is provided through our online learning management platform and supported by our clinical performance management team.

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We have adopted comprehensive programs and well-tested processes to administer and monitor compliance with HIPAA. Such compliance efforts are managed by the organization's compliance department in coordination with key Premise Health departments. Because of our extensive experience as a third-party provider of healthcare, pharmacy, and health management solutions, Premise Health is familiar with the duties of a covered entity, a business associate, and all aspects of the electronic transactional standards, privacy rule, and security rule.

We take the privacy and security of sensitive items as a high priority. All our team members receive thorough training on the securing and protecting health information. In addition, we conduct a privacy and security audit as part of our annual site audit process. Training and the security section of the audit include instruction and assessment of the following items:

- Contractor security services and systems in place
- Computer passwords used and screen lock out feature
- Computer monitors positioned so confidentiality is maintained
- Conversations with members cannot be overheard from other areas
- Security appropriate for team members, members, and visitors
- All protected health information is protected at all times
- Potential for violence at the site has been addressed
- Health records access is restricted to authorized personnel
- Our team member telephone tree established and up-to-date
- Doors/cabinets that should be locked (medications, human resources files) are locked
- Security orientation and training has been provided to all Premise Health team members
- Ongoing monitoring of security is being conducted

Furthermore, on an ad hoc basis we examine computer logs to review appropriate access to health records using a random sampling methodology or a specific search if there is some indication of suspicious activity.

8. Have your network security systems ever been breached? Describe.

Premise Health has not had any reportable data security breaches. To reduce the risk of a data security breach, Premise Health maintains an industry leading security program comprised of functionally dedicated teams including security operations and monitoring (SOC), incident response and forensics, security engineering, penetration testing, vulnerability management, third-party risk, and governance, risk, and compliance (GRC). We actively monitor all network and data assets including continuous penetration testing, red team/blue team exercises, proactive threat hunting, darknet monitoring, and digital risk management. The effectiveness of this program is attested to annually via independent HIPAA & HITRUST accreditation and audit engagements.

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To remain apprised of changes to the threat landscape, Premise Health subscribes to various intelligence feeds and is a leading member of the NH-ISAC healthcare threat intelligence sharing community.

Client Specific Health & Wellness Programs

1. How would you propose providing diabetic training to employees?

Premise Health uses an evidence-based lifestyle medicine approach, aligned with the American College of Lifestyle Medicine's standards, for all diabetes education and training. At the ECHO Wellness Center, providers offer individual diabetes coaching to Town of Smyrna members during their regular care, helping them implement sustainable changes related to nutrition, movement, emotional wellbeing, and medication management.

For group diabetes education, Premise Health can deliver programs such as the CDC Diabetes Prevention Program (DPP) in a multi-week format. In addition, we are open to developing tailored offerings for the Town of Smyrna, including onsite lunch-and-learns, focused classes, or other interactive sessions, so members have multiple ways to engage and learn.

2. How would you propose providing exercise and nutritional counseling?

Premise Health providers at the ECHO Wellness Center deliver practical nutrition and exercise counseling to members based on trusted, evidence-based guidance. Members can also access a variety of webinars, digital resources, and printed education to support their goals. Alongside these direct services, we collaborate with JJ and the Town of Smyrna wellness team through monthly meetings, working together to connect members to additional coaching, nutrition, and exercise programs. We look forward to further expanding these efforts, making sure Town of Smyrna members benefit from the full range of support available to them.

3. Would you provide a tobacco cessation program?

Premise Health offers the Live Tobacco Free Program, which is promoted through various channels to engage eligible members based on health risk assessments or screening results. This program can stand alone or complement other well-known tobacco cessation offerings and integrate support through manufacturer-sponsored solutions and pharmacy partnerships. At the ECHO Wellness Center, providers also work directly with members to offer one-on-one support, tailoring quit plans and providing counseling as part of regular care. Individual wellness coaching is available to further help Town of Smyrna members take meaningful steps toward quitting and sustaining a tobacco-free lifestyle.

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4. **The Town has a vibrant Wellness program with a full-time wellness coordinator (Doctorate level) and full-time certified health coach. Current wellness offerings include the following:**
    a. **Free access to onsite fitness center (strength training, cardio, and group classes)**
    b. **Free personal training sessions led by certified trainers**
    c. **Free health coaching sessions from certified health coach**
    d. **Free group training classes**
    e. **Monthly educational programs and fitness challenges for participants to earn incentives**

The wellness offerings available to Town of Smyrna members, such as fitness center access, personal training, health coaching, group classes, and monthly education, set a solid foundation for member health. These services fit well alongside the support and clinical care provided at the ECHO Wellness Center, where members receive individualized counseling, chronic disease management, preventive screenings, and more.

Regular communication and teamwork between Premise Health and the Town of Smyrna's wellness staff help us support every member's wellbeing. Looking ahead, we see opportunities to coordinate educational events, launch joint wellness challenges, and share feedback between our teams to increase engagement including continued referrals from our provider visits into the wellness programs. We welcome continued collaboration with JJ and Jeff, the health coach, and trainers to find new ways to connect the clinical and wellness sides for Town of Smyrna members.

Together, we can create an even more integrated experience, leveraging both clinical care and wellness programs to help every Town of Smyrna member get, stay, and be well.

5. **How would you coordinate your wellness offerings with our existing programs?**

Premise Health recognizes and actively supports the comprehensive wellness programs the Town of Smyrna has built for its members, and we are committed to integrating these resources into everyday care. Coordination begins with ongoing communication between the ECHO Wellness Center staff and the Town of Smyrna wellness staff, allowing providers to refer members directly and incorporate local resources into care plans and outreach.

To strengthen integration, we suggest joint planning of wellness challenges, unified event communications, and regular reviews of engagement data to uncover new opportunities. A monthly working group is already established, and we would welcome including the director of client operations in these meetings to further align goals and maximize awareness. This collaborative approach helps connect clinical and wellness services for the best experience and outcomes for Town of Smyrna members.

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6. Are you able to refer participants needing health coaching or fitness education to the Town's wellness staff?

Yes. Currently, Premise Health providers at the ECHO Wellness Center routinely refer members to the Town's wellness staff for health coaching, behavioral health, or fitness education. This direct connection ensures seamless support and makes it easy for members to access Town of Smyrna resources.

In our ongoing partnership, providers include referrals to Town wellness programs in care plans, reinforce these referrals during member visits, and collaborate with JJ's team to follow up on engagement and progress. Current practice includes sharing information about available fitness and wellness resources, discussing personal goals during clinic visits, and tracking member participation/progress.

To build on this relationship, Premise Health recommends:

- Coordinated referral workflows and regular feedback on member follow-through
- Integrated education campaigns and shared communication about fitness/health coaching opportunities
- Continued routine check-ins between clinical and Town wellness teams to review results and fine-tune the approach

These steps ensure members receive holistic, coordinated care that maximizes use of all resources the Town of Smyrna has to offer.

7. What information, if any, would you share with our wellness coordinator to facilitate intervention with employees?

Premise Health shares information with JJ, the Town of Smyrna wellness coordinator, to help provide effective support for members, always in compliance with HIPAA and privacy guidelines. JJ can use information such as participation rates and engagement trends to guide program planning and outreach. For individual member referrals or coaching needs, the ECHO Wellness Center will share specific information if the member has provided consent, and we directly help coordinate care.

Looking forward, the ECHO Wellness Center will continue to increase coordination with JJ to ensure every opportunity for collaborative intervention is leveraged, while keeping privacy and member trust central to our approach.

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Section V – Program Costs & Implementation Schedule

8. Please include the following in your detailed pricing information:

CONFIDENTIAL. Premise Health considers budgetary information to be confidential and proprietary.

a. Baseline fees

Please refer to **Attachment 7** – Premise Health Budget for Town of Smyrna.

b. Start-up costs/fees

Please refer to **Attachment 7** – Premise Health Budget for Town of Smyrna.

c. Indicate all payment terms and conditions

Please refer to **Attachment 7** – Premise Health Budget for Town of Smyrna.

d. Number of years baseline fees can be guaranteed

Please refer to **Attachment 7** – Premise Health Budget for Town of Smyrna.

e. Indicate outcome measures you would use and performance standards you would guarantee including financial penalties for non-performance

CONFIDENTIAL. Premise Health considers performance guarantees to be confidential and proprietary.

While Premise Health does not currently have performance guarantees with the Town of Smyrna, if the Town of Smyrna believes introducing performance guarantees will enhance the success of the wellness center, then Premise Health is happy to place a portion of our management fee at risk. Our recommended performance guarantees align with high outcomes set to industry standard benchmarks. We will work with you to implement our standard performance guarantees to ensure the Town of Smyrna's expectations continue to be met and exceeded.

Please refer to **Attachment 6** for the performance guarantees for the Town of Smyrna.

f. All other fees

Please refer to **Attachment 7** – Premise Health Budget for Town of Smyrna.

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g. Proposed implementation schedule

N/A – Premise Health is proposing the same scope of services currently offered for the Town of Smyrna at the ECHO Wellness Center.

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SECTION VI - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the On-site Health Center 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 RFP. Quotations should provide complete detail of exceptions or deviations.

Proposal Exceptions

Section	Brief Description
"Agreement" - pages 18-23	Due to the unique nature of the direct healthcare services to be provided by Premise Health, Premise Health suggests use of our form master services agreement. The Premise Health form agreement is specifically drafted for use in the delivery of direct healthcare services and addresses regulatory and other unique requirements related to the delivery of direct healthcare services. A copy is attached for your review.
C. Other Insurance Provisions, 1(a) - page 10	"Additional insured" should be changed to "blanket additional insured."
D. Acceptability of Insurers - page 11	Provided, however, that certain primary layer Premise Health coverage required hereunder will be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group (NAIC #11941) principally owned by Premise Health, its subsidiaries and affiliates. A copy of our generic certificate with ensorsements is attached for your review.

By signature below, proposer acknowledges any submittal to be in full compliance with all aspects of each section of the RFP 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.

Premise Health	(502) 724-5903
COMPANY	TELEPHONE NUMBER
Beth Ratliff	Chief Operating Officer
REPRESENTATIVE NAME	REPRESENTATIVE TITLE
Beth Ratliff	beth.ratliff@premisehealth.com
SIGNATURE	E-MAIL ADDRESS

CONFIDENTIAL. Premise Health considers our master service agreement to be confidential and proprietary information.

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the "Agreement") is made as of the (the "Effective Date") between _____, a _____, for and on behalf of its health and welfare plan, to the extent applicable, having its principal place of business at _____ ("Client"), and **Premise Health Employer Solutions, LLC**, a Delaware limited liability company having its principal place of business at 5500 Maryland Way, Suite 120, Brentwood, TN 37027, together with any applicable Affiliated P.C., as defined herein, which may be necessary to perform the services (collectively "Premise Health"). Client and Premise Health are each a "Party" and together the "Parties."

RECITALS

WHEREAS, Premise Health establishes, operates, and manages employer-sponsored health centers, pharmacies, and employee health and wellness programs; and

WHEREAS, Client desires to engage Premise Health to provide certain services, which will be more fully described in a Statement of Work ("SOW") attached hereto; and

WHEREAS, Client desires to retain and engage Premise Health to establish and manage certain health centers (each a "Health Center") and to provide or arrange for the provision of dedicated healthcare services at each Health Center, as the case may be, to serve the needs of Client employees and such other individuals as may be mutually agreed by the Parties ("Members"); and

WHEREAS, Premise Health desires to provide such services to Client under the terms and conditions of this Agreement.

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

ARTICLE I
ENGAGEMENT

1.1 Services, Statement of Work.

(a) Premise Health Obligations. Premise Health will:

(i) Perform a wide range of services ("Services") during the term of this Agreement. Such Services will be specifically described in the SOW, attached hereto as Exhibit A and incorporated herein by this reference.

(ii) Furnish qualified employees and independent contractors (collectively "Premise Health Personnel") and provide such supplies and equipment as may be reasonably necessary to provide the Services.

(iii) Arrange for and deliver healthcare services provided by one or more licensed physicians, nurse practitioners, physician assistants, licensed practical nurses, medical assistants, pharmacists, or other healthcare personnel (collectively "Health Care Personnel") who shall examine and/or treat Members at the Health Center or shall directly supervise the provision of Services by other Premise Health Personnel, as required by applicable medical practice acts, nurse practice acts, or other laws. References in this Agreement to the Premise Health Personnel include, as applicable, the Health Care Personnel.

(iv) Provide analysis of clinical and financial performance, using, among other things, Member Data, to facilitate an enhancement of clinical practice, engagement, and workflow, more fully described in Exhibit ___.

(b) Client Obligations. Client will:

(i) Client will at its expense, provide and maintain facilities and premises suitable for the Health Center and provide all utilities, including, without limitation, water, electricity, HVAC, telephone, cable, high speed internet access lines, and any other services, as determined by the Parties and as detailed in the SOW.

(ii) Client will also, at its expense, provide to Premise Health a minimum of twenty-four (24) months of medical and pharmacy claims and enrollment data collected from Client's health and wellness vendors (*i.e.*, health insurers or third-party administrators) from its health plan as well as an ongoing data transmission from its health and wellness vendors (collectively, "Member Data"). Client will execute, and will cause its vendors to execute, all documents as requested by Premise Health from time to time to effectuate this provision. Client is solely accountable for the accuracy, completeness, reliability, and timeliness of all Member Data provided to Premise Health. Any omissions or errors in transferring the Member Data to Premise Health will be the sole responsibility of Client.

(c) Mutual Obligations. To protect the privacy and security of individual information of Members who are not patients of the Health Center, the Parties agree to execute the Business Associate Agreement attached hereto as Exhibit D. The Business Associate Agreement controls the ownership of Member Data and PHI, as defined in Section 4.1(e).

1.2 Budget and Invoicing.

(a) Budget. Detailed descriptions of the operating expenses relating to the SOW will be set forth in the budgets for the SOW for each year of the Term (the "Budgets"), attached hereto as Exhibit ___, with each "Budget Year" being a consecutive 12 month period commencing on the Effective Date. The projected expenses identified in the Budgets are based upon estimated utilization of the Services. Each Budget will include all personnel costs, management fees (which equal an agreed upon percentage of personnel costs), and operating expenses. Operating expenses include, among other things, information systems costs, medical

supplies, utilities, equipment, travel expenses, and outside services and will be billed in accordance with the Budget. If the Parties agree to extend the Term of this Agreement, then the Parties will agree upon a new Budget at least 30 days prior to the effective date of the renewal. In the event that the Parties have not agreed upon the revised Budget by the effective date of the renewal, then each category of expense on the Budget will increase by a maximum of 7%, which will constitute the Budget for the Budget Year then commencing.

(b) Expenses. Client agrees to pay the expenditures necessary for the operation and management of each Health Center as defined in the SOW (such expenditures referred to collectively as the "Expenses"). Client agrees to pay any additional Expenses reasonably required by Premise Health to deliver the Services and/or which have been approved in advance by Client.

(c) Invoicing. Premise Health shall invoice Client for the Services described in the SOW or any subsequent SOW or approved Budget, as well as the Expenses set forth in the Budget. All Premise Health invoices (except those which are subject to good faith dispute for reasons set forth in writing within 15 business days of submission) shall be payable 30 days from the date of the invoice. Unpaid invoices or portions thereof shall accrue interest at the rate of 1.5% per month immediately following the due date of the invoice. If any amount is disputed by Client in good faith, Client shall timely notify Premise Health and the Parties shall negotiate in good faith to resolve the dispute.

(d) Form of Payment. Client will pay Premise Health invoices by electronic funds transfer. If Client utilizes a third party procurement or payables vendor to pay Premise Health invoices, Premise Health will pass through to Client any costs incurred for submitting invoices to or accepting payment from such vendor.

(e) Costs of Non-Payment. In the event of non-payment, Premise Health shall be entitled to its reasonable attorneys' fees and other costs of collection, including the costs and expenses of Premise Health staff and/or consultant services associated therewith. Upon termination of the Services for any reason, no later than the effective date of termination, Client shall pay Premise Health all unpaid amounts due under this Agreement, including amounts due for Services rendered up to and including the date of termination.

1.3 Independent Contractor. Premise Health shall act as and be deemed to be an independent contractor when providing and performing Services under this Agreement. Nothing contained in this Agreement creates a relationship of master/servant, employer/employee, agent, partnership, or joint venture between Client and Premise Health or between Client and any Premise Health Personnel.

Client does not control the specific manner of performance of Premise Health's duties hereunder. In no event shall Client exercise control and/or management over the employment, discharge, compensation, and/or working conditions of any Premise Health Personnel. The scope of professional medical practice vests exclusively with the appropriate Premise Health Personnel.

1.4 Legal Compliance. Each Party shall comply with all applicable federal, state, and local laws, statutes, regulations, and ordinances.

1.5 Qualifications, Permits, and Licenses. Only professionally licensed and properly supervised Premise Health Personnel shall perform the Services described in this Agreement. Premise Health and/or its subcontractors shall obtain all necessary permits, licenses, and certifications required to perform the Services. Each Party will cooperate fully with the other Party in furnishing any necessary information required in connection with the preparation, distribution, and filing of any applications and notices that may be required by any federal, state, and local government or regulatory agencies relating to the operation of a Health Center.

Premise Health or its Affiliated P.C. (as defined below) shall supervise and oversee Premise Health Personnel who provide or contribute to the provision of Services. Premise Health shall make work assignments, correct deficient performance, and perform all other aspects of supervision and management of Premise Health Personnel.

1.6 Affiliated P.C. and Practice of Medicine. Premise Health may, in its sole discretion, delegate or assign its obligation to perform certain of the Services under this Agreement to a professional corporation, professional association, or similarly structured legal entity, duly qualified in the state where each Health Center is located with which Premise Health or one of its subsidiaries maintains a management services agreement (an "Affiliated PC"). The Affiliated P.C. shall be owned by a licensed physician or as otherwise permitted by law. References to Premise Health include, as applicable, the Affiliated P.C.

Neither Premise Health nor Client shall engage in the practice of medicine nor in any way direct or control the practice of medicine or health services required to be provided by a licensed medical practitioner. Any medical or health services to be provided under this Agreement shall be provided solely by and under the direction of Health Care Personnel.

ARTICLE II
INSURANCE

2. 1 Premise Health Insurance.

(a) Types of Coverage. Premise Health shall maintain the following insurance coverages during the term of the Agreement and any applicable statutes of limitation or repose:

(i) Statutory Workers' Compensation and Employers' liability as required by applicable statute including (blanket) waiver of subrogation to Client, where allowed by law;

(ii) Comprehensive General liability with coverage for bodily injury (including death) and property damage with a minimum of $2,000,000 per occurrence and a $6,000,000 aggregate naming Client as an additional insured;

(iii) Hired/non-owned auto insurance with combined single limit of $1,000,000 per occurrence;

(iv) Professional liability insurance ("PLI"), including broad form errors and omissions coverage , with combined single limit of $2,000,000 per occurrence and $6,000,000 aggregate, naming Client with "blanket" as additional insured status, and obligating a "tail" allocation, as described in Section 2.1(d) below; and

(v) Cyber liability insurance coverage with combined single limit of $1,000,000 per occurrence, which shall cover errors, omissions, or negligent acts in the delivery of products, services, or licensed programs as described in this Agreement and shall include coverage for claims and losses with respect to network risks (which shall include, but not be limited to, data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, and downtime).

Client will pay an allocated amount to Premise Health for the PLI coverage described above, as set forth in the Budget. Premise Health will be responsible for all premium/policy payments.

(b) Carrier; Evidence of Coverage. All Premise Health coverage required hereunder will be provided by carriers having a minimum A.M. Best Rating of no less than A-, with a Financial Strength Rating of no less than VIII, *provided, however,* that certain primary layer Premise Health coverage required hereunder will be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group (NAIC #11941)) principally owned by Premise Health, its subsidiaries and affiliates. All insurance carriers used by Premise Health will be licensed and qualified to do business in the state in which the Health Center is located. Evidence of coverage hereunder will be provided prior to the commencement of Services under this Agreement. Coverage hereunder shall not be subject to cancellation on less than 30 days' written notice

(c) Coverage of Contracted Personnel. Premise Health shall ensure that all contracted personnel engaged by Premise Health maintain insurance coverage of the type and in the amounts required to perform the Services.

(d) Coverage after Agreement Termination or Expiration. Following expiration or termination of this Agreement, Premise Health shall continue to provide claims made professional liability coverage to Client related to the Services provided by Premise Health during the Term (as defined hereinbelow). The cost for such coverage (commonly known as "tail coverage") shall be calculated based on the professional liability allocation charged in the Budget Year during which such termination or expiration occurs and shall be equal to an additional two year's cost of the PLI allocation amount. Client shall reimburse Premise Health for the tail coverage expense within 30 days following the effective date of expiration or termination of this Agreement. If Client fails to reimburse Premise Health for the tail coverage expense, then the provisions of the Agreement addressing indemnification of the Client (in Article III below) may not survive termination or expiration of this Agreement.

2.2 Client Insurance. Client shall maintain at its own expense the following insurance coverages during the term of this Agreement and any applicable statutes of limitations or repose:

(a) Statutory Worker's Compensation Insurance as required by applicable statute.

(b) Comprehensive General Liability with coverage for bodily injury (including death) or property damage with a minimum of $1,000,000 per occurrence.

(c) Commercial Property insurance on a Special or "All Risk" form covering Client's property as well as Premise Health's property in Client's care, custody, and control with minimum limits adequate to cover such risks on a 100% replacement cost basis.

2.3 Cancellation, Expiration, or other Reduction in Coverage. Neither Party will allow any of its respective policies required pursuant to the terms of this Agreement or any part or portions thereof to be canceled, allowed to expire, or reduced in scope of coverage (other than as a reduction in the limits of insurance solely due to claim payments) until at least 10 days prior written notice thereof has been given to the other Party.

2.4 Evidence of Insurance. Prior to the Effective Date, each Party will furnish to the other certificates evidencing that all insurance required hereunder is in full force and effect. Upon request, upon renewal of this Agreement, and/or in the event of a policy change, each Party will furnish new or updated certificates evidencing insurance then in effect.

2.5 Failure to Maintain. In the event that either Party fails to procure or maintain in full force and effect any of the insurance required pursuant to this Article II, the other Party shall have the right to terminate this Agreement for breach as set forth in Section 6.2(a).

2.6 Deductibles and Self-Insured Retentions. All self-insured retentions and/or deductibles on any referenced insurance coverages must be borne by the insured Party. Such Party shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention. If the policy is subject to an aggregate limit, replacement insurance may be required if it is likely that such aggregate will be exceeded. Such insurance shall be subject to the terms, conditions, and exclusions that are usual and customary for this type of insurance.

2.7 Insurance Carrier Insolvency. The insolvency, bankruptcy, or failure of any insurance company, providing coverage as required herein, shall not relieve either Party of its obligations under this Article II.

ARTICLE III
INDEMNIFICATION

3.1 Indemnity Obligation. Each Party (the "Indemnifying Party") agrees to defend, indemnify, and hold the other Party (the "Indemnified Party") harmless against any loss, damage, expense, or cost, including reasonable attorney's fees, arising out of any third party claim, demand, action, suit, investigation, arbitration, or other proceeding by a third party ("Action") based upon: (i) the Indemnifying Party's material breach of any duty, representation, or warranty set forth in this Agreement; or (ii) any claim attributable to the Indemnified Party's compliance with any policy, limitation, and/or directive placed on it by the Indemnifying Party. Notwithstanding the

forgoing, neither Party shall be entitled to indemnification to the extent that its own action or inaction, not directed by the other Party hereunder, caused or contributed to the underlying claim.

3.2 Indemnity Notice. If any Action is brought against a Party, or a Party receives a notice of an Action, that Party shall promptly deliver written notice of such Action to the Indemnifying Party (the "Indemnification Notice"). An Indemnification Notice shall: (i) provide the basis for indemnification; and (ii) include copies of all relevant pleadings, demands, and other documents relevant to the Action. Failure to deliver the Indemnification Notice to the Indemnifying Party shall not relieve the Indemnifying Party from its indemnification obligation, except to the extent that the Indemnifying Party is prejudiced by failure to timely deliver the Indemnification Notice. Any legal expenses and costs incurred by the Indemnified Party prior to delivering the Indemnification Notice shall not be subject to indemnification.

3.3 Indemnity Procedure. The Indemnifying Party shall deliver notice of intent to defend the Action in whole or in part to the Indemnified Party within 60 days of receipt of the Indemnification Notice. If the Indemnifying Party or its insurer defends an Action, the Indemnifying Party shall select, retain, and bear the cost of legal counsel. The Indemnifying Party may, in its sole discretion, defend, contest, or resolve any Action; *provided, however,* that any compromise or settlement of an Action shall require either: (i) an unconditional and full release of the Indemnified Party (with no admission of fault by the Indemnified Party), or (ii) prior written consent of the Indemnified Party, which shall not be unreasonably withheld, delayed, or conditioned. The Indemnified Party may participate in such proceedings at its expense and represented by separate legal counsel.

ARTICLE IV
CONFIDENTIALITY, INTELLECTUAL PROPERTY, AND SECURITY

4.1 Confidentiality.

(a) Confidential Information. In order to provide Services, Premise Health and/or Client may be furnished with, receive, or otherwise have access to information and materials considered confidential and/or proprietary by the disclosing party ("Confidential Information"). Confidential Information includes all information, in any form, furnished orally or in writing, made available directly or indirectly to a Party ("Receiving Party") that relates in any way to the Party providing such information ("Disclosing Party"); its existing or former employees or participants; existing, former, or potential customers; or other third parties with whom the Disclosing Party has a business relationship. Confidential Information also includes (i) any information that, under the circumstances, should reasonably be considered to be confidential and/or proprietary to a Party in the normal course of business and (ii) "Personal Information", as defined hereinbelow. Without limiting the generality of the foregoing, the identity of Health Care Personnel and/or health centers, Premise Health costing and pricing data, and means and methods of business operations are confidential and proprietary.

For purposes of this Agreement, "Personal Information" shall mean information provided to Premise Health by or at the direction of Client, to which access is provided in the course of Premise Health's performance of the Services described in this Agreement or in order to facilitate

Premise Health's contact with Client's employees who are eligible for the Services but who are not Patients, that identifies an individual (by name, signature, address, telephone number, or other unique identifier, including a social security number), and can be used to authenticate that individual (including, without limitation, passwords or PINs, unique identification numbers, answers to security questions, or other personal identifiers). Premise Health and Client shall maintain any and all such information in confidence, without disclosing same to any third party without the prior written permission of the Disclosing Party, unless disclosure is required for performance of the Services or for communication with Client's employees who are eligible for Services. Unless excluded pursuant to Section 4.1(b), all information received, developed, or otherwise acquired under this Agreement is presumed to be confidential.

(b) Exceptions. Confidential Information shall not include information that is: (i) already lawfully known by the Receiving Party prior to receiving such information from the Disclosing Party; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act of the Receiving Party; (iii) subsequently disclosed on a non-confidential basis by a third party not having a confidential relationship with the Disclosing Party and such third party rightfully acquired such information; (iv) independently developed by Receiving Party without reference to materials of the Disclosing Party; or (v) communicated to a third party on a non-confidential basis with the express written consent of the Disclosing Party. The foregoing exceptions do not apply to the disclosure of Personal Information or PHI (each as defined below), which shall not be disclosed without the prior written consent of the employee or person to whom the disclosure pertains, unless permitted or required by law.

(c) Standard of Care. Receiving Party shall keep and maintain all Confidential Information received from Disclosing Party in strict confidence and shall protect Confidential Information with at least the same degree of care (and in any event no less than reasonable care) that it uses to protect its own Confidential Information. The Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, contractors, officers, directors, agents, or other representatives (collectively "Agents") as necessary to perform its obligations hereunder, provided that the Receiving Party shall remain liable to the Disclosing Party for any breach of Confidentiality by its Agents.

(d) Legal Disclosure. If the Receiving Party is required by law to disclose Confidential Information of the Disclosing Party, it shall, to the extent allowed under applicable law, give prompt advance written notice of such requirement to the Disclosing Party. Reasonable efforts shall be made to provide notice in sufficient time to allow the Disclosing Party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the Receiving Party shall reasonably cooperate in such efforts.

(e) Protected Health Information. Medical records or information pertaining to the diagnosis or treatment of any patient which constitute medical records or Protected Health Information ("PHI") as defined by Federal Law under the Health Insurance Portability and Accountability Act of 1996, along with all rules, regulations, and amendments thereto ("HIPAA"), shall not be deemed Confidential Information of Client nor shall Client have any right to review or access such Protected Health Information except as provided by law. The Parties agree and acknowledge that Premise Health-created medical records containing PHI, as well as any other

documents subject to HIPAA, created or maintained by Premise Health are the records of Premise Health or Premise Health Personnel. In addition, notwithstanding anything to the contrary set forth in this Agreement, data pertaining to the wellness of any individual that is generated as a result of using the wellness or fitness related services provided by Premise Health is defined as "Personal Wellness Data." Personal Wellness Data shall not be deemed to be Confidential Information of Client, nor shall Client have any right to review or access such Personal Wellness Data. The Parties agree and acknowledge that Premise Health created records containing Personal Wellness Data are the records of Premise Health or Premise Health Personnel.

4.2 Intellectual Property.

(a) Ownership of Intellectual Property. For purposes of this Agreement, the term "Intellectual Property" shall mean all current and future worldwide patents and other patent rights, utility models, copyrights, mask work rights, trademarks, trade secrets, and all other intellectual property rights and the related documentation or other tangible expression thereof. "Premise Health Intellectual Property" means the Premise Health developed, authored, invented (whether or not registered) Intellectual Property used in connection with Premise Health's performance under this Agreement at the Health Center. "Client Intellectual Property" means the Client developed, authored, invented (whether or not registered) Intellectual Property used in connection with Client's performance under this Agreement. Premise Health will own and retain all worldwide right, title, and interest in and to the Premise Health Intellectual Property and Client will own and retain all worldwide right, title, and interest in and to the Client Intellectual Property. Neither Premise Health nor Client will alter or delete any copyright or other proprietary notice that may appear in the other Party's Intellectual Property without prior written consent of such Party.

(b) Client Intellectual Property. Subject to the terms of this Agreement, Client grants to Premise Health a worldwide, nontransferable, non-exclusive, royalty-free license to use the Client Intellectual Property during the term of this Agreement and for any transition services as outlined in Section 6.3(b) solely to enable Premise Health to provide the Services, and for the exercise of Premise Health's rights and the performance of Premise Health's duties contemplated in this Agreement.

(c) Premise Health Intellectual Property. Subject to the terms of this Agreement, Premise Health grants to Client a worldwide, nontransferable, non-exclusive, royalty-free license to use the Premise Health Intellectual Property during the term of this Agreement and for any transition services as outlined in Section 6.3(b) solely to enable Client to provide the use of the Health Center to Premise Health and for the exercise of Client's rights and the performance of Client's duties contemplated in this Agreement.

4.3 Security. Premise Health shall maintain the security procedures and standards and engage in the security assessments and testing described in Exhibit C, attached hereto and incorporated herein by this reference.

ARTICLE V
AUDIT

5.1 Audit and Examination. During the Term and for a period of no more than one year thereafter, Client may, upon reasonable advance written notice, request an independent audit to verify the accuracy of Premise Health invoices submitted to Client pursuant to this Agreement. Client may select a reputable independent financial auditor (individually and collectively the "Client Auditors"). Premise Health shall provide access to Premise Health premises, systems, and documentation as Client Auditor may reasonably request. Notwithstanding anything to the contrary set forth above, a Client will not compensate an auditor fully or partially by a contingency fee arrangement based in whole or in part on what savings the person or entity can gather for Client, and Premise Health will not approve that arrangement as a Client Auditor for purposes of this Agreement.

(a) Audit Procedure. Such audits shall: (i) be performed during usual business hours and without unreasonable disruption of Premise Health business; (ii) commence on a mutually agreeable date provided that, unless otherwise agreed, such audit shall commence within 30 days after delivery of Client written request to Premise Health therefore; (iii) be performed not more often than once per Budget Year, unless the audit results in a Material Difference, as defined below; and (iv) be limited to a review of Variable Costs identified in the SOW Budget. A final determination shall occur when the Parties mutually agree to the results of an audit, which shall be no later than 30 days after the audit results are submitted to the Parties by the Client Auditor, or if the Parties cannot agree to a final determination, a determination is made by an independent third party appointed by mutual agreement of the Parties to resolve the dispute. For purposes of determining the proper amounts payable under the provisions of this Agreement, the right of the Client to audit in this Article V shall be limited to verifying time and materials supplied to Client and shall not include the right to audit or review underlying wage or cost information nor auditing the composition of any specified percent, fixed rate, or fixed fee referred to in this Agreement. Any audit hereunder shall be conducted only following execution of a confidentiality and non-disclosure agreement between Premise Health and Client Auditors. For purposes of this section, a "Material Difference" is a variance in excess of ten percent (10%) in a Variable Cost identified on a Budget.

(b) Records. To substantiate its charges, Premise Health shall maintain complete and accurate accounting records in accordance with generally accepted accounting standards relative to Services performed and materials provided hereunder.

(c) Cooperation. In connection with its obligations under this section, Premise Health shall reasonably cooperate and provide to Client Auditors, in a timely manner, all such assistance as Client Auditors may reasonably require in connection with any audit or examination. Client shall provide Premise Health with a reasonable time period to complete the requests of the Client Auditors. Client shall provide Premise Health with a copy of the results from any such audit upon Premise Health request.

(d) Reconciliation. In the event that there is a final determination by Client Auditors that funds are owed by Premise Health to Client, or by Client to Premise Health, such funds will be remitted to the Party to which they are owed no later than 60 days after receipt of the final determination.

ARTICLE VI
TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence upon the opening of the Health Center [or specific date if available] (the "Commencement Date") and have an initial term of five (5) years from the Commencement Date (the "Initial Term") and automatically renew for additional one (1) year terms (each a "Renewal Term" and with the Initial Term, the "Term"), unless either Party provides the other Party with written notice of non-renewal at least one hundred eighty (180) days prior to the end of the then current Term. Notwithstanding any provision to the contrary set forth in this Article VI, no termination of this Agreement shall be effective during and prior to the expiration of any patient notice period required to be given by Premise Health or its Health Care Personnel under applicable state or federal law.

6.2 Termination for Cause.

(a) Breach. In the event that either Party materially breaches any of its responsibilities hereunder and fails to cure such breach within 30 days of receiving written notice of the breach from the other Party (the "Breach Notice Period"), then this Agreement and any executed SOW shall automatically terminate at the end of such Breach Notice Period.

(b) Insolvency. In the event that either Party becomes insolvent, unable to pay its debts as such debts come due, or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action, or other proceeding seeking relief or protection from creditors under the bankruptcy laws or similar laws of the U.S. or any state of the U.S., this Agreement will terminate immediately upon written notice to the insolvent Party, without notice and/or opportunity to cure.

6.3 Effect of Termination.

(a) Outstanding Expenses. Upon expiration or termination of this Agreement, the Client shall pay Premise Health for its reasonable out-of-pocket expenses associated with the termination of Services, as well as payment of any outstanding amounts, plus accrued interest, due to Premise Health, and any other amounts that may be due and owing to Premise Health by Client.

(b) Transition of Services upon Termination. If Premise Health has not terminated this Agreement pursuant to Section 6.2 and Client is not in breach of this Agreement, upon Client direction, Premise Health may provide reasonable assistance designed to facilitate the orderly transfer of the Services to Client or to any third party designated by Client. In such event, Premise Health will, in good faith and with reasonable input from Client, prepare and deliver a budget to Client for the Services contemplated under this section. Client shall pay such costs as incurred in accordance with the payment terms set forth in Section 1.2.

(c) Health Center Closure upon Termination. In the event that Client determines in its sole discretion to close the Health Center, Premise Health shall assist Client with development of a closure plan on a mutually acceptable schedule. Client shall compensate Premise Health at then applicable Premise Health time and material rates for any services provided under this Section that exceed those contemplated in the ordinary course of operation of each Health

Center. Client shall pay such costs as incurred in accordance with the payment terms set forth in Section 1.2. Items may include, without limitation:

(i) Amounts owed by Premise Health for equipment leased or financed by Premise Health for use in each Health Center;

(ii) Reasonable stay bonuses, as agreed to by the Parties, required to facilitate the continued operation of each Health Center until the anticipated closing or transfer date;

(iii) Management fees up to and including the date on which Services provided to each Health Center end or such other date as may otherwise apply under the terms of this Agreement;

(iv) Amounts due pursuant to the terms of any non-cancellable contracts and/or commitments relative to the operation of a Health Center;

(v) Medical records shipping, maintenance, and storage costs and data conversion and transfer labor costs;

(vi) Travel and other administrative costs necessary to terminate and wind down Services; and

(vii) The costs of continued insurance coverage, including as provided under Section 2.1(d).

ARTICLE VII
MISCELLANEOUS

7.1 Entire Agreement; Amendment. This Agreement, along with the schedules and exhibits hereto, constitutes the entire agreement of the Parties pertaining to this subject matter and supersedes all prior or contemporaneous agreements, undertakings, and understandings of the Parties in connection with the subject matter hereof, and it may be modified or amended only in writing duly signed by the Parties.

7.2 Non-Solicitation. During the Term of this Agreement and for a period of one (1) year thereafter, without the prior written consent of Premise Health, Client shall not directly or indirectly recruit, solicit, attempt to hire, or hire, as an employee or as an independent contractor, Premise Health Personnel involved in providing Services to Client. If Client violates any of the restrictions set forth in this Section 7.2, Client shall pay to Premise Health an amount equal to one hundred (100%) percent of the annual salary or fee paid by Premise Health to each individual recruited, solicited, or hired by Client in breach of this Agreement. The Parties agree that the amount specified herein is not punitive in nature and is a reasonable sum representing recruitment and training costs incurred by Premise Health.

7.3 Dispute Resolution. In the event of any dispute or disagreement between the Parties hereto, either with respect to the interpretation of any provision of this Agreement or with respect to the performance by either Party of its duties hereunder, each of the Parties shall appoint a designated officer to meet in good faith to resolve such dispute. No formal proceedings for judicial or other resolution of such dispute may commence until: (i) the Parties meet in good faith to resolve the dispute; and (ii) a Party determines, and its designated officer provides written notice to the other Party, that amicable resolution is unlikely.

7.4 Limitation of Liability. Except with regard to their indemnification obligations under Article III hereunder, neither Party shall be liable to the other under any circumstances for incidental, consequential, indirect, exemplary, or punitive damages of any kind under any theory, whether sounding in tort, contract, or otherwise. Premise Health's liability is limited to direct damages and shall not exceed the amount that Client has paid Premise Health under this Agreement.

7.5 Litigation. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO ENFORCE, DEFEND, OR INTERPRET ANY RIGHTS OR REMEDIES UNDER, OR ARISING IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT. The Parties agree that any cause of action based on or arising out of this Agreement shall be commenced within one year of the date of the event, act, or omission giving rise to the cause of action, without regard to the date the event, act, or omission is discovered. Any action not brought within that one year time period will be barred, without regard to any other limitations period set forth by law or statute. The Parties further agree that, in the event of any litigation with regard to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover from the non-prevailing Party all reasonable attorney and paralegal fees, costs, and expenses (at pre-trial, trial, and appellate levels).

7.6 Governing Law. This Agreement shall be construed in accord with the laws of the State of Delaware, without giving effect to the choice of law provisions thereof. Client hereby consents to the jurisdiction of the federal court of the State of Tennessee regarding any dispute or controversy arising from or related to this Agreement and waives any privileges or immunities it has or may hereafter acquire which would otherwise foreclose a federal court in the State of Tennessee from adjudicating such a dispute or controversy.

7.7 Notices. Any notice to be given hereunder by either Party shall be in writing and shall be deemed to be given if sent by registered or certified mail, and upon receipt by the other Party if sent by regular mail, email, or facsimile transmission addressed as follows:

If to Premise Health: Premise Health Employer Solutions, LLC
5500 Maryland Way
Suite 120
Brentwood, TN 37027
legal@premisehealth.com
Attention: Legal Department

If to Client: _____
_____
_____
Attn: _____

7.8 Business Contingency. Premise Health shall maintain a business contingency plan designed to address any emergency business shutdowns and shall provide such plan to Client upon request. In the event of an actual or perceived emergent issue, disaster, disruption of the Service, or outage, Premise Health shall promptly provide the Client with notice of the same and ongoing status updates.

7.9 Force Majeure. Neither Party shall be deemed to be in default of this Agreement if such Party is prevented from performing any obligation hereunder for a reason beyond its control, including but not limited to, acts of God, war, civil commotion, fire, flood, or casualty, shortages of or inability to obtain labor, materials, or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the Parties agree to negotiate in good faith to preserve this Agreement and the respective rights and obligations of the Parties hereunder to the extent reasonably practicable. A Party's financial inability shall not be deemed to be a matter beyond a Party's control.

7.10 Successors and Assigns. This Agreement and the rights and obligations of the Parties may not be assigned, nor the Services hereunder delegated, by either Party without prior written consent of the other, which consent shall not be unreasonably withheld or delayed, and any attempt to do so shall be null, void, and of no force of effect, except that Premise Health may assign its rights and delegate the Services hereunder to an affiliate or Affiliated P.C., or in connection with a sale, merger, acquisition, reorganization, or by operation of law without the prior written consent of Client, provided that any successor in interest shall be financially able to provide Services without material negative impact on Client. Except as provided herein to the contrary, this Agreement is binding upon and inures to the benefit of the Parties, their respective successors and permitted assigns.

7.11 Waiver of Default or Breach. No waiver by either Premise Health or Client of any default or breach of this Agreement operates as a waiver of any future default or breach, whether of like or different character or nature.

7.12 Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

7.13 Severability. In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of the provision shall not affect any other provision hereof.

7.14 Counterparts; Signatures. Premise Health and Client may execute this Agreement in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties agree that signatures on this Agreement, as well as any other documents to be executed in connection with this Agreement, may be delivered by facsimile or an emailed PDF copy in lieu of an original signature, and that the Parties will treat facsimile or emailed PDF signatures as original signatures.

7.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. When used herein, the word "including" shall not be construed as limiting.

7.16 Signatory Authority. Each Party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to bind such Party to all terms and conditions of this Agreement.

7.17 No Third Party Beneficiaries. This Agreement is enforceable only by Premise Health and the Client and no other person or entity has the right to enforce the terms and provision of this Agreement.

7.18 Expenses. Each Party shall pay its respective costs and legal, accounting, and other fees incurred in connection with the negotiation, execution, and consummation of this Agreement and any requirements or transactions related to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first set forth above, intending to be legally bound hereby.

PREMISE HEALTH EMPLOYER SOLUTIONS

By:_____ By:_____

Name:_____ Name:_____

Title:_____ Title:_____

Date:_____ Title:_____

Premise Health
Statement of Work
Exhibit A

[attached Schedule 1 through __]

Premise Health
Budget
Exhibit B

Premise Health
Security Criteria
Exhibit C

1. Procedures. At all locations where acts relating directly or indirectly to the Services are performed, Premise Health shall maintain and enforce safety, physical, and administrative computer system security procedures that are at least (a) equal to industry standards for such types of service locations; and (b) as rigorous as those procedures in effect at such locations as of the effective date of this Agreement; and (c) in compliance with applicable law, specifically including applicable HIPAA security requirements. If Client reasonably determines that there are any material gaps or deficiencies in Premise Health security, then the Parties shall in good faith address such gaps or deficiencies.

2. Unauthorized Access. Premise Health shall use commercially reasonable efforts to: (a) secure and defend the Services against breach of the Premise Health security measures and technical safeguards, including unauthorized access to or unauthorized modifications of the Services; (b) rectify and promptly mitigate any such breaches or modifications; and (c) notify Client of any confirmed breach as required by applicable law. As used in this Agreement, the terms "security measures," "technical safeguards," and "breach" have the meaning assigned to them in the HIPAA Security Rule.

3. Data Security Certification. During the Term of this Agreement, as a means of evidencing its compliance with any information security requirements detailed in the Agreement, Premise Health will provide Client executive summaries of its compliance reports that document Premise Health compliance with HIPAA. Premise Health will provide summary reports that evidence compliance with applicable current industry standards and best practices (such as HITRUST, ISO 27001, SOC2, and PCI-DSS). To the extent that such reports include business proprietary information of Premise Health or any PHI, appropriate precautions will be taken by the parties to ensure that the data is appropriately limited, de-identified, and safeguarded. Audit reports of any contractors/affiliates/third parties to Premise Health will not be provided to Client in any form except for summary SOC2 or SOC3 of data center hosting facilities.

4. Use, Disclosure, and Security of Personal Information. Notwithstanding anything to the contrary set forth in this Agreement and in addition to, and not in lieu of, any other provisions in this Agreement regarding confidentiality and data security, the following shall apply with respect to Personal Information.

(a) Permitted Use of Personal Information. Premise Health shall only use and shall cause all Premise Health Personnel to use Personal Information only for purposes of performing the Services.

(b) Safeguarding Personal Information. Premise Health agrees to:

(i) implement appropriate measures designed to ensure the security, integrity, and confidentiality of Personal Information;

(ii) protect Personal Information against any known or anticipated threats or hazards to the security or integrity of such information;

(iii) protect against unauthorized access to, or use of, Personal Information that could result in harm to any Individual;

(iv) cause Premise Health Personnel, or any other party to whom Premise Health may provide access or disclose Personal Information, to implement appropriate measures designed to meet the objectives set forth in this Exhibit; and

(v) promptly notify Client in writing in the event of breach (as defined in Paragraph 2 above) of Personal Information (such as through loss or audit failure).

(c) Information Security Standards Training. Premise Health shall use reasonable efforts to ensure all Premise Health Personnel who have access to Personal Information receive training with respect to Premise Health's Information Protection Requirements and related information security standards prior to gaining access to Personal Information.

Premise Health
Business Associate Agreement
Exhibit D

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("**BAA**") is entered into by and between by and on behalf of employee health and welfare plan, located at _____ ("**Covered Entity**") and Premise Health Employer Solutions, LLC, for itself and on behalf of its professional affiliates ("**Business Associate**"), effective as of _____ ("**Effective Date**").

RECITALS

Covered Entity and Business Associate are parties to an underlying Agreement ("**Agreement**") pursuant to which Business Associate provides, in part, certain analyses of clinical and financial performance to Covered Entity ("**Business Associate Functions**"). When Business Associate provides such Business Associate Functions to Covered Entity, Covered Entity discloses to Business Associate PHI, defined below, including ePHI, as defined in 45 C.F.R. Parts 160 and 164. Such disclosure results in Business Associate's use, disclosure, maintenance, and/or creation of PHI, including ePHI, on behalf of Covered Entity.

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

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

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

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

I. **Definitions**.

a. Unless otherwise provided in this BAA, capitalized terms have the same meanings as set forth in the Agreement or the Privacy, Security Rule, and HITECH, as applicable.

b. "**Breach**" means the acquisition, access, use, or disclosure of PHI in a manner not permitted by the HIPAA Privacy Rule that compromises the security or privacy of PHI as defined and subject to the exceptions set forth in 45 C.F.R. §164.402.

c. "**Effective Date**" means the effective date of the BAA.

d. "**Electronic PHI**" means PHI that is transmitted or maintained in Electronic Media.

e. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the HITECH Act and its implementing regulations, as each is amended from time to time.

f. "**HIPAA Breach Notification Rule**" means the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Part 164 (Subpart D).

g. "**HIPAA Privacy Rule**" means the federal privacy regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & E).

h. "**HIPAA Security Rule**" means the federal security regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & C).

i. "**HITECH**" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and its implementing regulations, when and as each is effective and compliance is required.

j. "**PHI**" means Covered Entity's protected health information, as defined in 45 C.F.R. §160.103, and is limited to the PHI of eligible plan members that is received, maintained, created, or transmitted on behalf of Covered Entity by Business Associate in performance of the Business Associate Functions.

k. "**State Privacy Law**" means a state law on medical privacy which is applicable to Business Associate or Covered Entity by virtue of the provision of Business Associate Functions.

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

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

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

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

c. Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R Part 164.

d. Business Associate may use PHI to create de-identified information as permitted by 45 C.F.R. Part 164.

e. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, as permitted by 45 C.F.R. Part 164.

III. **Obligations of Business Associate**.

Business Associate agrees to:

a. Use or further disclose PHI only as permitted or required by this BAA or as required by law.

b. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided for by BAA.

c. Report to Covered Entity any use or disclosure of PHI that is not sanctioned by this BAA or the Agreement of which Business Associate becomes aware within fifteen (15) business days. Business Associate will provide to the Covered Entity the information reasonably necessary to provide notice to Individuals, HHS, and/or the media in accordance with the HIPAA Breach Notification Rule.

d. Require subcontractors or agents to whom Business Associates provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH, to

the same extent Business Associate is required to comply.

e. Make available PHI in a designated record set to the either Covered Entity or Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

f. Make any amendment(s) to PHI as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

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

h. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

IV. **Obligations of Covered Entity.**

Covered Entity agrees to:

a. Notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. Notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. Refrain from requesting that Business Associate use or disclose PHI in a manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. **Term and Termination.**

a. The term of this BAA will commence as of the Effective Date and will terminate concurrently with the Agreement unless earlier terminated by mutual written agreement of the Parties or in accordance with this Section V.

b. Either party may terminate this BAA if it determines that the other party has breached

a material term of this BAA. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this BAA and report the breaching party to the Secretary.

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

VI. Miscellaneous.

a. As of the Effective Date, this BAA supersedes any other BAA between the parties. This BAA may be modified only in a written agreement that is signed by duly authorized representatives of the parties.

b. The parties agree that the indemnification provisions in the Agreement apply to this BAA.

c. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule, the HIPAA Breach Notification Rule, and State Privacy Laws.

d. That Parties agree that in the event of a conflict between this Agreement and any other agreement relating to the subject matter data herein, the terms of this Agreement shall control regardless of whether such other agreement was entered into subsequent to this Agreement. The Parties further agree that any change or modification of the protection, duties, or responsibilities of or related to the subject matter data shall only be effective by a direct change or modification of this Agreement.

e. Nothing in this BAA confers upon any person other than the parties any rights, remedies, obligations, or liabilities whatsoever. This BAA is binding on the successors and assigns of Covered Entity and Business Associate. Except in connection with a sale, merger, acquisition, or reorganization to an affiliate of Business Associate, this BAA may not be assigned, in whole or in part, without the written consent of the other party, which will not be unreasonably withheld. Any attempted assignment in violation of this provision will be null and void.

f. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and HITECH.

g. Section V will survive the expiration or termination of the Agreement and/or this BAA, regardless of the reason for expiration or termination.

h. This BAA is governed by and construed in accordance with the same internal laws governing the Agreement.

i. In the performance of the Business Associate Functions, it is mutually understood and agreed that Business Associate and Subcontractors will at all times function as independent contractors, and not as an agent, partner, joint venturer, or in any other joint capacity with respect to Covered Entity. Nothing in this BAA is intended to create an agency, employer/employee relationship, or a joint venture relationship between the parties or between the individuals providing Business Associate Functions on behalf of the parties.

j. This BAA may be executed in counterparts, each of which will constitute an original and all of which will be one and same document.

k. All notices required to be given pursuant to the terms of this BAA must be in writing and must be sent certified mail, return receipt requested (postage pre-paid), or by overnight air express mail service to the parties at the addresses specified in the Agreement.

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

PREMISE HEALTH EMPLOYER SOLUTIONS, LLC	**CLIENT, AS COVERED ENTITY**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Title:_____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
DIRECT PLACED - ADMINISTRATOR (GL/PL)
Marsh Mgt Srv 100 Bank Street, Suite 610
Burlington, VT 05401 & Marsh USA, LLC
1801 West End Ave., Suite 1400
Nashville, TN 37203
CN116576892--PLGLC-25-26 w/end Generi

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Green Hills Insurance Company, RRG	11941
INSURER B : Phoenix Insurance Company	25623
INSURER C : Travelers Property Casualty Co. Of America	25674
INSURER D : Illinois Union Insurance Co	27960
INSURER E :	
INSURER F : N/A	N/A

INSURED
Premise Health Holding Corp.
d/b/a Premise Health
Attn: Risk Dept.
5500 Maryland Way, Suite 400
Brentwood, TN 37027

COVERAGES **CERTIFICATE NUMBER:** ATL-006029497-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			5161-022-GL	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $	2,000,000 500,000 5,000 2,000,000 6,000,000 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA-7N876611-25-43-G	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $	1,000,000
D	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** X CLAIMS-MADE DED RETENTION $			XFL G72531152-004	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE 	$ $ $	10,000,000 10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6P464257-25-43-G	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
A	PROFESSIONAL LIABILITY CLAIMS-MADE			5161-022-PL	07/01/2025	07/01/2026	PER OCCURRENCE AGGREGATE		2,000,000 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Page Two for Additional Information and Coverages.

CERTIFICATE HOLDER

Premise Health
5500 Maryland Way, Suite 400
Brentwood, TN 37027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
DIRECT PLACED - ADMINISTRATOR (GL/PL)	Premise Health Holding Corp. d/b/a Premise Health Attn: Risk Dept. 5500 Maryland Way, Suite 400 Brentwood, TN 37027
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

DESCRIPTION OF OPERATIONS:

Premise Health's named-insureds include all subsidiaries & affiliates that make up its collective whole. Professional Liability (malpractice) extends to employees and valid contractors, for their tenure (no "moonlight"). PL policy provides "tail" coverage through any statute of limitations or specific contract requirement. Limits shown may be affected by participating state funds, where enrolled. Umbrella (shown separate) operates to "follow form" should the primary-layers be eroded. Where allowed by law, PL & GL policies include "blanket" Additional Insured and Certificate Holder status to 3rd parties in contract with the Insured and/or ancillary service provider.

Umbrella is intended to follow form of the underlying policies (PL/GL, Auto, EPL).
Where allowed by law, these policies include blanket Additional Insured, Waiver of Subrogation, Loss Payee, Certificate Holder status to third parties and evidenced in contract with the Insured and/or ancillary service provider.

Additional Coverages:

Workers Compensation Policy
Carrier: National Union Fire Insurance Company of Pittsburgh, PA
Policy #83-240199
Policy Period: 7/1/2025 - 7/1/2026
Employers Liability Limits:
$1,000,000 Each Accident
$1,000,000 Disease - Each Employee
$1,000,000 Disease - Policy Limit
Territory is Guam Only

Primary Cyber/Tech E&O
Carrier: Allied World Insurance Company
Policy #0312-9558
Policy Period: 7/1/2025 - 7/1/2026
Policy Limit: $5,000,000

Excess Cyber/Tech E&O
Carrier: Endurance American Specialty Insurance Company
Policy #NVX30040593102
Policy Period: 7/1/2025 - 7/1/2026
Policy Limit: $5,000,000

Crime
Carrier: Westchester Fire Insurance Company
Policy #G31331882-008
Policy Period: 7/1/2025 - 7/1/2026
Policy Limit: $5,000,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS
H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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ENDORSEMENT #2

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

WHO IS AN INSURED (Section II) is amended to include all lessors of equipment leased to you but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;

2. To "bodily injury" or "property damage" arising out of the sole negligence of any lessors.

ENDORSEMENT #3

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

WHO IS AN INSURED (Section **II**) is amended to include as an Additional Insured any manager, agent or lessor of properties leased or (temporarily) occupied for administration or service delivery of Named Insureds operations. However, only with respects to liability arising out of the occupation, maintenance, or use of that part of the properties, and subject to the following additional exclusions:

This insurance does not apply to:

1. Any occurrence or event which takes place after you cease to be a tenant or occupant in/on properties.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the lessors of premises leased to you.

ENDORSEMENT #4

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

1. In Section II **Who Is An Insured** is amended to include any person(s) or organization(s) for whom you have agreed in a written contract to provide insurance, for damages and/or defense costs:

   a. Which are covered by this insurance; and

   b. Which you have agreed to provide in such contract.

2. The limits of insurance afforded to such person(s) or organization(s) will be:

   a. The minimum limits of insurance which you agreed to provide, or

   b. The limits of insurance of this policy

   whichever is less.

ENDORSEMENT #13

WAIVER OF SUBROGATION ENDORSEMENT

We have the right to recover our payments from anyone liable for any injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operation directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED ORGANIZATION:

Any person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

ENDORSEMENT #3

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

1. In Section II **Who Is An Insured** is amended to include any person(s) or organization(s) for whom you have agreed in a written contract to provide insurance, for damages and defense costs:

   a. Which are covered by this insurance; and

   b. Which you have agreed to provide in such contract.

2. The limits of insurance afforded to such person(s) or organization(s) will be:

   a. The minimum limits of insurance which you agreed to provide, or

   b. The limits of insurance of this policy whichever is less.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

Policy #UB-6P464257-25-43-G Policy Period: 7/1/25 - 7/1/26

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

ST ASSIGN:

Town of Smyrna and City of LaVergne

CLINIC DISPENSARY

Formulary Listing

Premise Health

Generic name	Strength/Qty	Brand Name
ACYCLOVIR	400MG TAB #60	ZOVIRAX
ACYCLOVIR	800MG TAB #35	ZOVIRAX
ALBUTEROL SULFATE	90MCG HFA 6.7 GM	PROVENTIL HFA
ALBUTEROL SULFATE 0.083%	2.5MG/3ML VIAL 75 ML	PROVENTIL
AMLODIPINE BESYLATE	10MG TAB #90	NORVASC
AMLODIPINE BESYLATE	5MG TAB #90	NORVASC
AMOXICILLIN	400MG/5ML SUSP 75 ML	AMOXIL
AMOXICILLIN	500MG CAP #30	AMOXIL
AMOXICILLIN	250MG/5ML SUSP 150 ML	AMOXIL
AMOXICILLIN/POTASSIUM CLAV	500-125MG TAB #21	AUGMENTIN
AMOXICILLIN/POTASSIUM CLAV	875-125MG TAB #20	AUGMENTIN
AMOXICILLIN/POTASSIUM CLAV	600-42.9/5 SUSP 125 ML	AUGMENTIN ES-600
ATENOLOL	100MG TAB #90	TENORMIN
ATENOLOL	25MG TAB #100	TENORMIN
ATENOLOL	50MG TAB #100	TENORMIN
ATORVASTATIN CALCIUM	10MG TAB #90	LIPITOR
ATORVASTATIN CALCIUM	20MG TAB #90	LIPITOR
ATORVASTATIN CALCIUM	40MG TAB #90	LIPITOR
AZITHROMYCIN	200MG/5ML SUSP 30 ML	ZITHROMAX 200MG/5ML ORAL SUSP
AZITHROMYCIN	250MG TAB #6	ZITHROMAX 250MG Z-PAK TABLETS
AZITHROMYCIN	500MG TAB #3	ZITHROMAX TRI-PAK
BACLOFEN	10MG TAB #90	BACLOFEN
BENZONATATE	100MG CAP #30	TESSALON PEARLS
BETAMETHASONE DIPROPIONATE	15 GM	BETAMETHASONE DIPROPIONATE
BUPROPION HCL ER	150MG TAB #90	WELLBUTRIN ER
BUPROPION HCL SR	150MG TAB #60	WELLBUTRIN SR
BUPROPION HCL XL	300MG TAB #30	WELLBUTRIN XL
BUSPIRONE HCL	10MG TAB #90	BUSPIRONE HCL
CARBAMIDE PEROXIDE	6.5 % DROP 15 ML	DEBROX
CARVEDILOL	12.5MG TAB #180	COREG
CARVEDILOL	25MG TAB #60	COREG
CEFDINIR	300MG CAP #20	CEFDINIR
CEPHALEXIN	250MG/5ML SUSP 100 ML	KEFLEX
CEPHALEXIN	500MG CAP #30	KEFLEX
CHOLECALCIFEROL (VITAMIN D3)	1250MCG CAP #12	DECARA
CIPROFLOXACIN HCL	0.3 % DROP 5 ML	CILOXAN
CITALOPRAM HYDROBROMIDE	20MG TAB #100	CELEXA
CITALOPRAM HYDROBROMIDE	40MG TAB #100	CELEXA
CLINDAMYCIN HCL	150MG CAP #30	CLEOCIN HCL
CLONIDINE HCL	0.1MG TAB #100	CATAPRES
CLOPIDOGREL BISULFATE	75MG TAB #90	PLAVIX

CYCLOBENZAPRINE HCL	10MG TAB #20	FLEXERIL
CYCLOBENZAPRINE HCL	10MG TAB #60	FLEXERIL
DICLOFENAC SODIUM	75MG TAB #30	VOLTAREN
DOXYCYCLINE/MONOHYDRATE	100MG CAP #20	VIBRAMYCIN
DULOXETINE HCL	60MG CAP #90	CYMBALTA
ERGOCALCIFEROL (VITAMIN D2)	1250MCG CAP #8	VITAMIN D
ESCITALOPRAM OXALATE	10MG TAB #90	LEXAPRO
ESCITALOPRAM OXALATE	20MG TAB #90	LEXAPRO
EZETIMIBE	10MG TAB #90	ZETIA
FAMOTIDINE	20MG TAB #90	PEPCID
FENOFIBRATE	160MG TAB #90	TRICOR
FLUCONAZOLE	150MG TAB #1	DIFLUCAN
FLUOXETINE HCL	20MG CAP #90	PROZAC
FLUTICASONE PROPIONATE	50MCG SPR 16 GM	FLONASE
FUROSEMIDE	20MG TAB #100	LASIX
GEMFIBROZIL	600MG TAB #90	LOPID
GENTAMICIN SULFATE	0.3 % DROP 5 ML	GARAMYCIN
GLIPIZIDE	10MG TAB #100	GLUCOTROL
GLIPIZIDE	5MG TAB #100	GLUCOTROL
HYDRALAZINE HCL	50MG TAB #60	HYDRALAZINE HCL
HYDROCHLOROTHIAZIDE	25MG TAB #100	HYDROCHLOROTHIAZIDE
HYDROCORTISONE CR 2.5%	2.5% 28 GM	HYDROCORTISONE CR 2.5%
HYDROXYZINE HCL	50MG TAB #30	ATARAX
HYDROXYZINE PAMOATE	25MG CAP #30	VISTARIL
IBUPROFEN	600MG TAB #60	IBUPROFEN
KETOCONAZOLE	2% CREA 30 GM	NIZORAL
LEVONORGESTREL/ETHIN.ESTRADIOL	0.15-0.03 TAB #28	KURVELO 0.15 MG/30 MCG
LEVOTHYROXINE SODIUM	100MCG TAB #90	SYNTHROID
LEVOTHYROXINE SODIUM	125MCG TAB #90	SYNTHROID
LEVOTHYROXINE SODIUM	150MCG TAB #90	SYNTHROID
LEVOTHYROXINE SODIUM	50MCG TAB #90	SYNTHROID
LEVOTHYROXINE SODIUM	75MCG TAB #90	SYNTHROID
LISINOPRIL	40MG TAB #90	ZESTRIL
LISINOPRIL	10MG TAB #90	ZESTRIL OR PRINIVIL
LISINOPRIL	20MG TAB #90	ZESTRIL OR PRINIVIL
LORATADINE	10MG TAB #90	CLARITIN
LOSARTAN POTASSIUM	100MG TAB #90	COZAAR
LOSARTAN POTASSIUM	50MG TAB #90	COZAAR
LOSARTAN/HYDROCHLOROTHIAZIDE	100MG-25MG TAB #90	HYZAAR
LOVASTATIN	20MG TAB #90	MEVACOR
LOVASTATIN	40MG TAB #90	MEVACOR
MELOXICAM	15MG TAB #60	MOBIC
MELOXICAM	7.5MG TAB #60	MOBIC
METFORMIN HCL	500MG TAB #180	GLUCOPHAGE
METFORMIN HCL	850MG TAB #180	GLUCOPHAGE
METFORMIN HCL	1000MG TAB #180	METFORMIN HCL
METFORMIN HCL ER	500MG TAB #180	GLUCOPHAGE ER

METHYLPREDNISOLONE	4MG TAB #21	MEDROL
METOPROLOL TARTRATE	50MG TAB #180	LOPRESSOR
METRONIDAZOLE	500MG TAB #21	FLAGYL
MINOCYCLINE HCL	100MG CAP #60	MINOCIN
MONTELUKAST SODIUM	10MG TAB #90	SINGULAIR
MUPIROCIN	2% OINT 22 GM	BACTROBAN
NICOTINE	14MG/24HR PATC #14	NICODERM CQ
NICOTINE	21MG/24HR PATC #14	NICODERM CQ
NICOTINE	7MG/24HR PATC #14	NICODERM CQ
NICOTINE POLACRILEX	2MG GUM #110	NICORETTE
NICOTINE POLACRILEX	2MG LOZ #72	NICORETTE
NICOTINE POLACRILEX	4MG LOZ #72	QUIT 4
NICOTINE POLACRILEX (MINT) GUM	4MG GUM #110	STOP SMOKING AID
NITROFURANTOIN MONOHYD/M-CRYST	100MG CAP #14	MACROBID
NORETHINDRONE-ETHIN. ESTRADIOL	1MG-35MCG TAB #28	ALYACEN
NORGESTIMATE-ETHINYL ESTRADIOL	0.18/0.215/0 TAB #28	ORTHO TRI-CYCLEN
NYSTATIN	100,000 UNIT CRM 30 GM	NYSTATIN
OMEPRAZOLE	40MG CAP #90	PRILOSEC
PANTOPRAZOLE SOD DR	40MG TAB #90	PROTONIX
PAROXETINE HCL	20MG TAB #60	PAXIL
PIOGLITAZONE HCL	45MG TAB #90	ACTOS
POTASSIUM CHLORIDE	20 MEQ TAB #60	KLOR-CON M20 ER
POTASSIUM CHLORIDE	10 MEQ TAB #100	K-TAB ER
PREDNISONE	10MG TAB #30	DELTASONE
PROMETHAZINE HCL	25MG TAB #20	PHENERGAN
RAMIPRIL	10MG CAP #90	ALTACE
ROSUVASTATIN CALCIUM	10MG TAB #90	CRESTOR
ROSUVASTATIN CALCIUM	20MG TAB #90	CRESTOR
ROSUVASTATIN CALCIUM	40MG TAB #90	CRESTOR
SERTRALINE HCL	100MG TAB #90	ZOLOFT
SERTRALINE HCL	50MG TAB #90	ZOLOFT
SILVER SULFADIAZINE	1% CREA 50 GM	SILVADENE
SIMVASTATIN	20MG TAB #90	ZOCOR
SIMVASTATIN	40MG TAB #90	ZOCOR
SULFAMETHOXAZOLE/TRIMETHOPRIM	800-160MG TAB #14	BACTRIM DS
SULFAMETHOXAZOLE/TRIMETHOPRIM	800-160MG TAB #6	BACTRIM DS
SUMATRIPTAN SUCCINATE	100MG TAB #9	IMITREX
TAMSULOSIN HCL	0.4MG CAP #90	FLOMAX
TERBINAFINE HCL	250MG TAB #90	LAMISIL
TIMOLOL MALEATE	0.5 % DROP 10 ML	TIMOPTIC
TIZANIDINE HCL	4MG TAB #30	ZANAFLEX
TRIAMTERENE/HYDROCHLOROTHIAZID	75MG-50MG TAB #100	MAXZIDE
TRIAMTERENE/HYDROCHLOROTHIAZID	37.5-25MG CAP #100	MAXZIDE 25
VALSARTAN	160MG TAB #90	DIOVAN
VALSARTAN	80MG TAB #90	DIOVAN
VARENICLINE TARTRATE	0.5MG TAB #56	CHANTIX
VARENICLINE TARTRATE	1MG TAB #56	CHANTIX

VENLAFAXINE HCL	75MG CAP #90	EFFEXOR XR ER
VERAPAMIL HCL	240MG TAB #30	CALAN SR
VERAPAMIL HCL ER	180MG TAB #30	CALAN SR
WARFARIN SODIUM	5MG TAB #60	COUMADIN

SonicBoomWellness™

Date, 30 October 2024

Questions/Sections of the Health Risk Intervention (HRI)

The HRI includes approximately 150 questions. As a user responds to each question, the next set of questions is selected based on factors such as demographics, sponsor organization, risk behaviors, and employment status. On average, it takes a user 10-15 minutes to complete the HRI, including the presentation of individualized feedback. No individual receives the full set of questions. Questions regarding program evaluation, topic selection for further information, and consent are included but are not outlined below.

Demographics Including

- Date of birth
- Gender identity
- Race
- Ethnicity
- Height
- Weight
- Vision impairment
- Hearing impairment

Well-Being Assessment, Including

Overall health

- In general, how would you rate your overall health?

Well-being

- Example: Please imagine a ladder with steps numbered from zero at the bottom to ten at the top. The top of the ladder represents the best possible life for you, and the bottom of the ladder represents the worst possible life for you. On which step of the ladder would you say you personally feel you stand at this time?

Risk Behaviors and Stage of Change

Questions related to the following health risk behaviors are included along with a measure of Stage of Change for each. Risk is determined using national guidelines from organizations such as the USPSTF, CDC, and NIAAA.

- Inadequate fruit and vegetable intake
- Inadequate stress management
- Inadequate exercise/physical activity
- Depression
- Poor sleep management and sleep problems
- Cigarette smoking
- E-Cigarette use
- Risky drinking

continued

Other Risk Behaviors Including

- Lack of seat belt use
- Distracted driving
- Smokeless and smoked tobacco use
- Unhealthy social media use

Established Assessments of Mental and Social Health

- **PHQ-2 (Patient Health Questionnaire-2 item)**
  - Example: Over the last two weeks, how often have you been bothered by any of the following problems? Little interest or pleasure in doing things.

GAD-2 (Generalized Anxiety Disorder 2-item)
  - Example: Over the last two weeks, how often have you been bothered by any of the following problems? Not being able to stop or control worrying.

Social Determinants of Health (AAFP EveryONE Project)
  - Example: How often does this describe you? I don't have enough money to pay my bills.

IOWA-B (Inclusive Organizational Workplace Assessment – Belonging)
  - Example: Thinking about the past month, how true are the following...? At work, I feel included.

Condition Management

Individuals are asked if they have ever been told they have the following conditions. Based on their response, they may also be asked if they have been prescribed medications and, if so, whether they take them as indicated.

- Diabetes
- High blood pressure
- High cholesterol

continued

Preventative Care (Screenings & Vaccines)

Individuals are asked if they have received age-appropriate screenings and vaccines, based on their age and gender.

- Diabetes screening
- Colorectal screening
- Mammogram
- Cervical cancer screening
- Hepatitis C screening
- Pneumonia vaccine
- Flu shot

Productivity & Functioning

Users are asked if they are currently employed. Based on their response, they are asked one of the following assessments.

- Productivity (measured using the WBA-P if employed):
  - Example: During the past 4 weeks (28 days), how often have you been at work but had trouble concentrating or doing your best because of your health or physical condition?

- Functioning (measured using the WBA-F if not employed):
  - Example: During the past 4 weeks (28 days), how often have you had trouble concentrating or doing your best because of responsibilities like taking care of someone else?

For Those Over the Age of 65

Social and Emotional Support

- How often do you get the social and emotional support you need?

Activities of Daily Living

- In the past 7 days, did you need help from others to perform everyday activities such as eating, getting dressed, grooming, bathing, walking, or using the toilet?

Falls

- Have you fallen two or more times in the past year?

Dental Health

- In the past four weeks, how often did you have any teeth or denture problems?

Pain

- In the past 7 days, how much pain have you felt?

References

- Cantril H. The Pattern of Human Concerns. Rutgers University Press; 1965.
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- Kroenke K, Spitzer RL, Williams JBW, Monahan PO, Löwe B. Anxiety Disorders in Primary Care: Prevalence, Impairment, Comorbidity, and Detection. Ann Intern Med. 2007;146(5):317. doi:10.7326/0003-4819-146-5-200703060-00004
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- Troester JM, Evers K. Understanding Belonging at Work: A Case Study of the University of Iowa's Commitment to Employee Well-Being. Am J Health Promot. 2024;38(6):895-897. doi:10.1177/08901171241255204d
- Prochaska JO, Evers KE, Johnson JL, Castle PH, Prochaska JM, Sears LE, Rula EY, & Pope JE. The Well-Being Assessment for Productivity: A Well-Being Approach to Presenteeism. Journal of Occupational & Environmental Med. 2011;53(7), 735–742.
- Evers KE, Castle PH, Fernandez AC, Prochaska JO, Prochaska JM, & Paiva A. The Functional Well-Being Scale: A Measure of Functioning Loss Due to Well-Being-Related Barriers. Journal of Health Psychology. 2013; 1359105313500094

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Health Risk Intervention Report

aleta™
change. for good.

Progress

Group Report for:	sample test report
Report Date:	10/24/2023
Timepoint 1 Criteria:	Start Date: 01/01/2023 End Date: 10/24/2023
Timepoint 2 Criteria:	Start Date: 01/01/2023 End Date: 10/24/2023

This report summarizes the **Health Risk Intervention (HRI)** data provided by the **88** members of your organization who have completed an intervention within each of the date ranges. It focuses on **trends over time** between the two selected date ranges.

Stage of change, a focus of our HRI, describes how ready individuals are to take action on health-related behaviors. Knowing where your organization's individuals are can help to maximize your care management strategies and resources. Our research has shown that even individuals in the early stages will participate in, and benefit from, tailored behavior change programs matched to their stage of change.

Stages of Change

Not Ready **Precontemplation (PC)**	Not intending to take action in the next 6 months
Getting Ready **Contemplation (C)**	Intending to take action in the next 6 months
Ready **Preparation (PR)**	Intending to take action in the next 30 days
Making Changes **Action (A)**	Took action less than 6 months ago
Keeping up the Changes **Maintenance (M)**	Has sustained the healthy behavior for over 6 months

Those **AT RISK** are not currently engaging in the behavior at recommended levels.

**To ensure confidentiality, results may be masked to indicate too few participants (<10).*

***Summary data represents all data available for each item or section of questions.*

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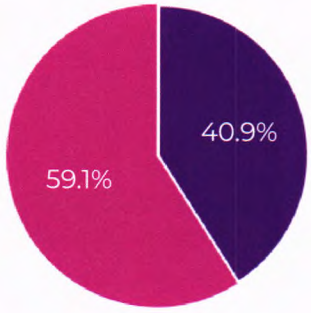
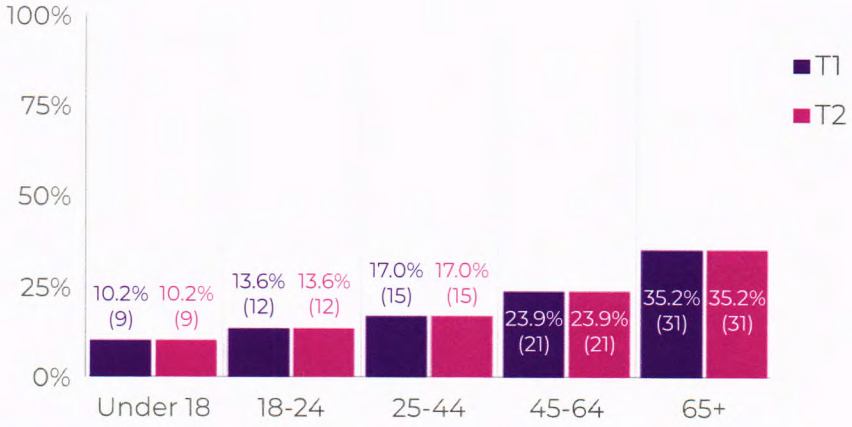
Demographics

Gender Identity



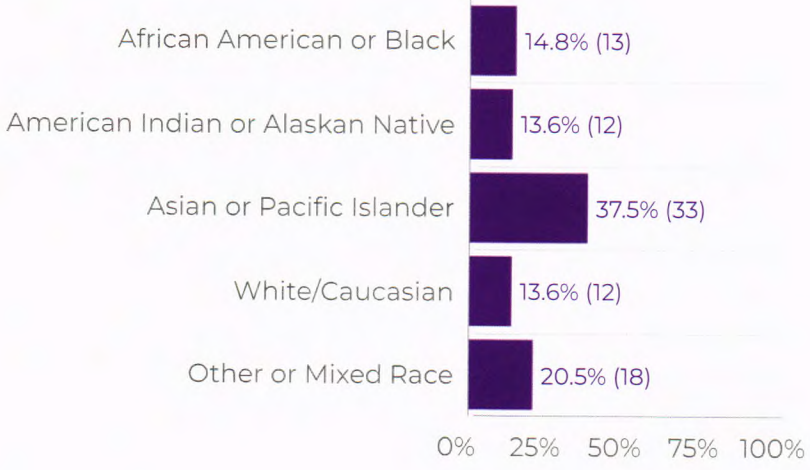
■ male (36)
■ female (52)

Age

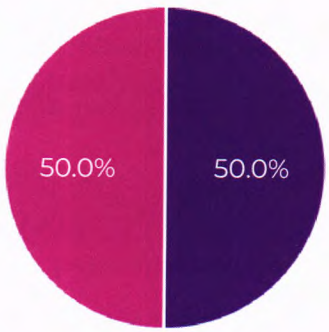


The average age of participants is **49.9** at T1 and **49.9** at T2.

Race



Hispanic Origin



■ Hispanic (44)
■ Non-Hispanic (44)

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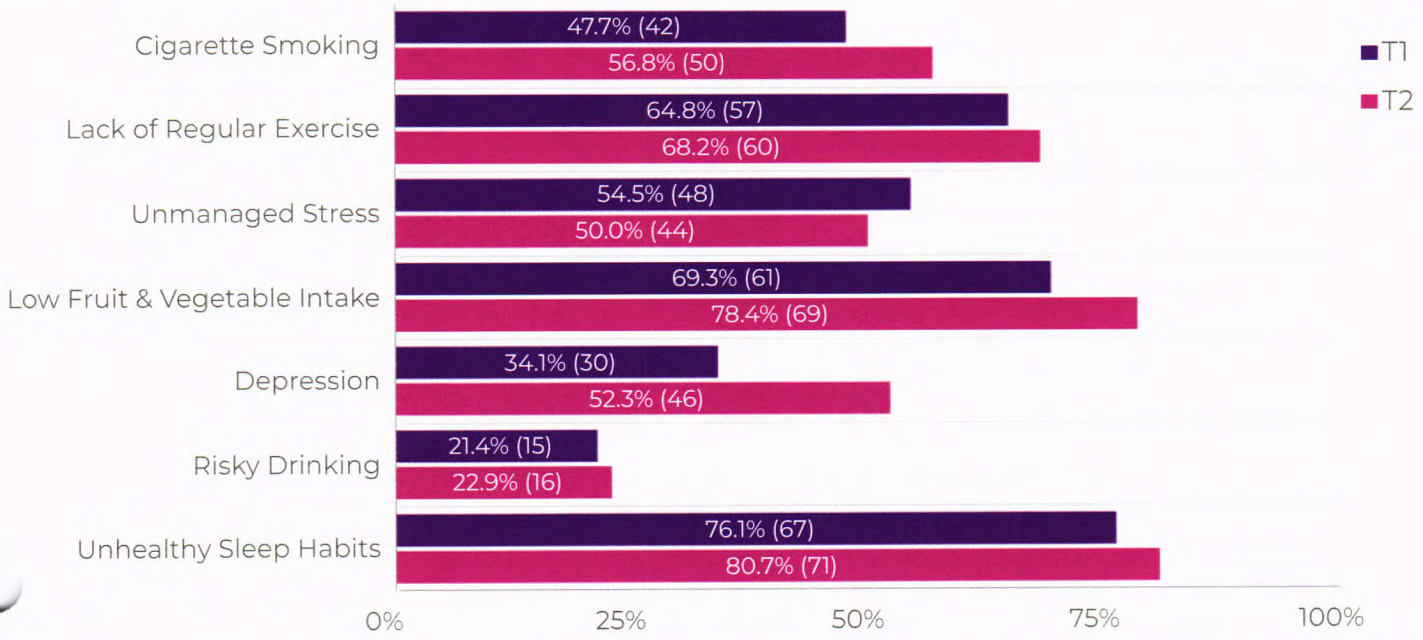
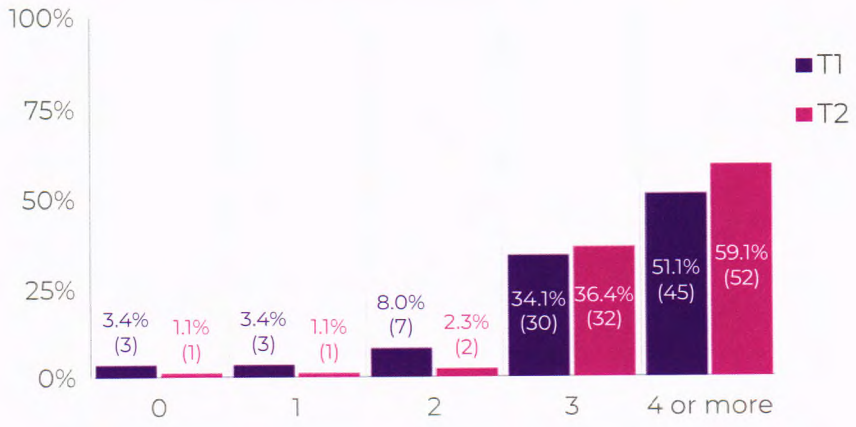
Behavior Risks

Behavior risks contribute to the leading causes of sickness and death. Those with multiple risks are more likely to increase health care utilization and decrease productivity.

Prevalence of Behavior Risks



Number of Behavior Risks



On average, participants had **3.6** behavior risks at T1 and **4.0** at T2.

**Individuals who are pregnant or under 21 are not included in Risky Drinking.*

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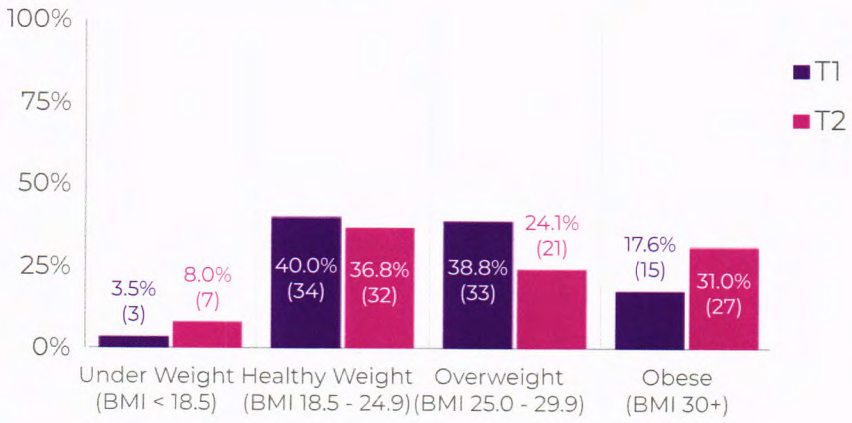
Body Mass Index

Body Mass Index (BMI) is a measure of the relationship between height and weight. It doesn't take into account how much muscle an individual has. It can be used as one of several indicators of an individual's risk for a weight-related illness. Individuals who are **overweight** or **obese**, as classified by the BMI, could be at higher risk for weight-related illnesses such as high blood pressure, high cholesterol, heart disease, and diabetes.

Note: Individuals are not provided with their BMI score or classification within our program.

BMI Categories



Roughly **56.5%** of participants are overweight or obese at T1 and **55.2%** at T2.

**Individuals who are pregnant are not included in BMI calculations.*

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Behavior Risk Progress

Progress between risk status from the **T1** and **T2** sessions is defined in three ways:

Progress

Stage Progress	• Those who move forward at least one stage of change
Progress to Criteria	• Those who progress from at risk (not meeting criteria) to not at risk (meeting criteria)
Remaining Not at Risk	• Those who were not at risk in their first session and continued to remain not at risk at their last session

Behavior risk and corresponding **stage of change** distributions among eight core behaviors are presented below.

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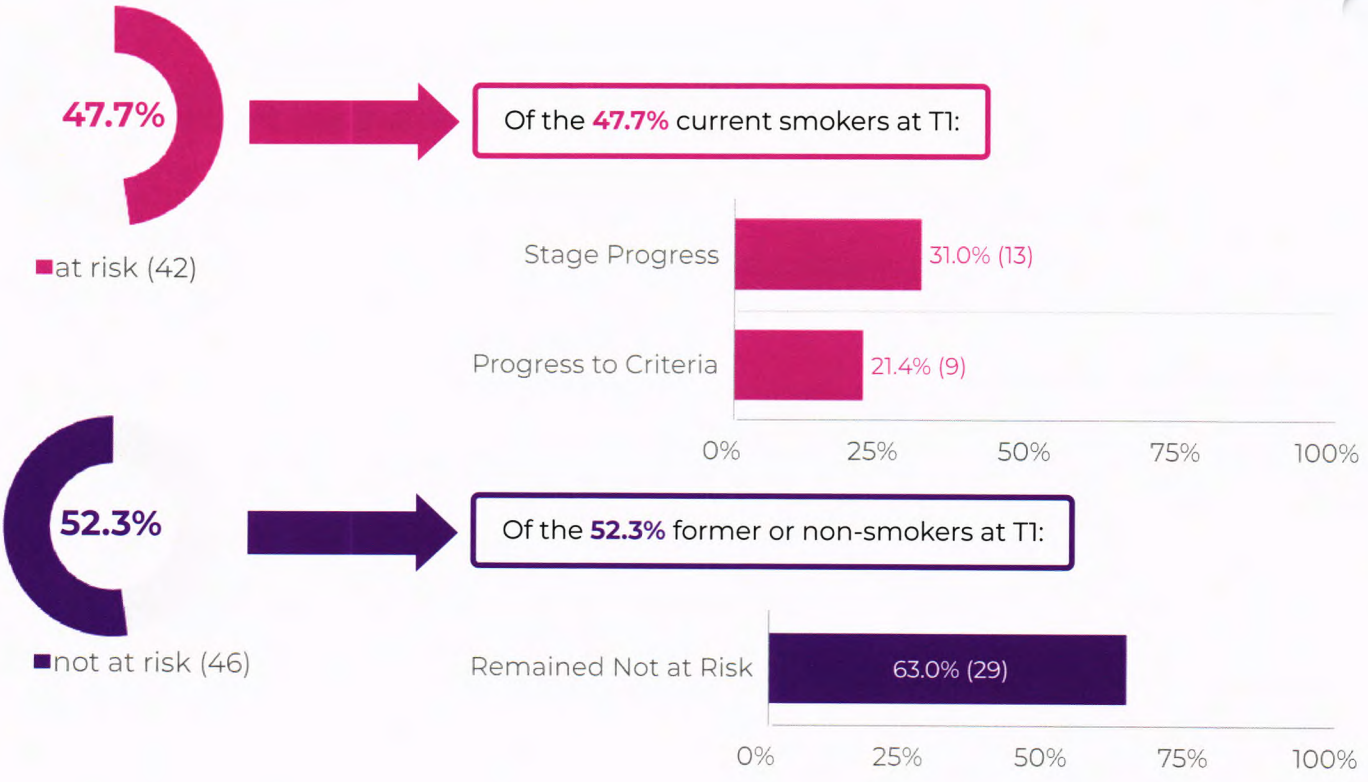
Smoking Cessation



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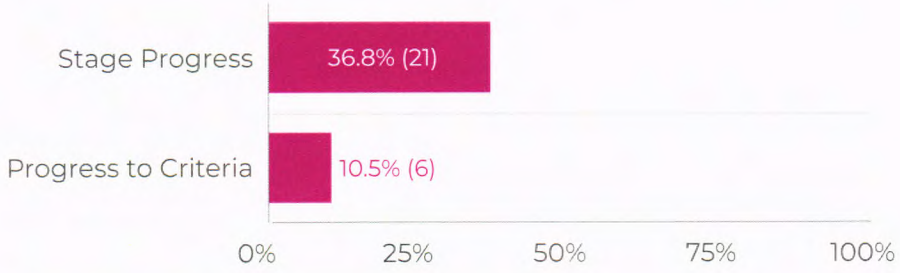
Exercise

Regular moderate exercise means doing **moderate-intensity** activity for at least **150 minutes per week** or **vigorous-intensity** activity for at least **75 minutes per week**, or some equivalent combination.

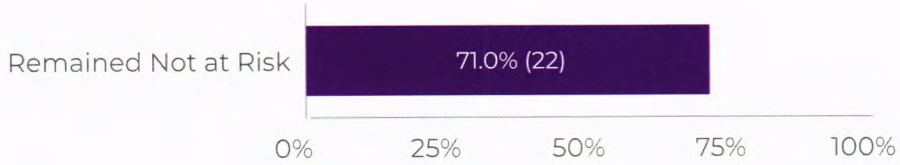
■at risk (57)

Of the **64.8%** not exercising regularly at T1:



■not at risk (31)

Of the **35.2%** exercising regularly at T1:



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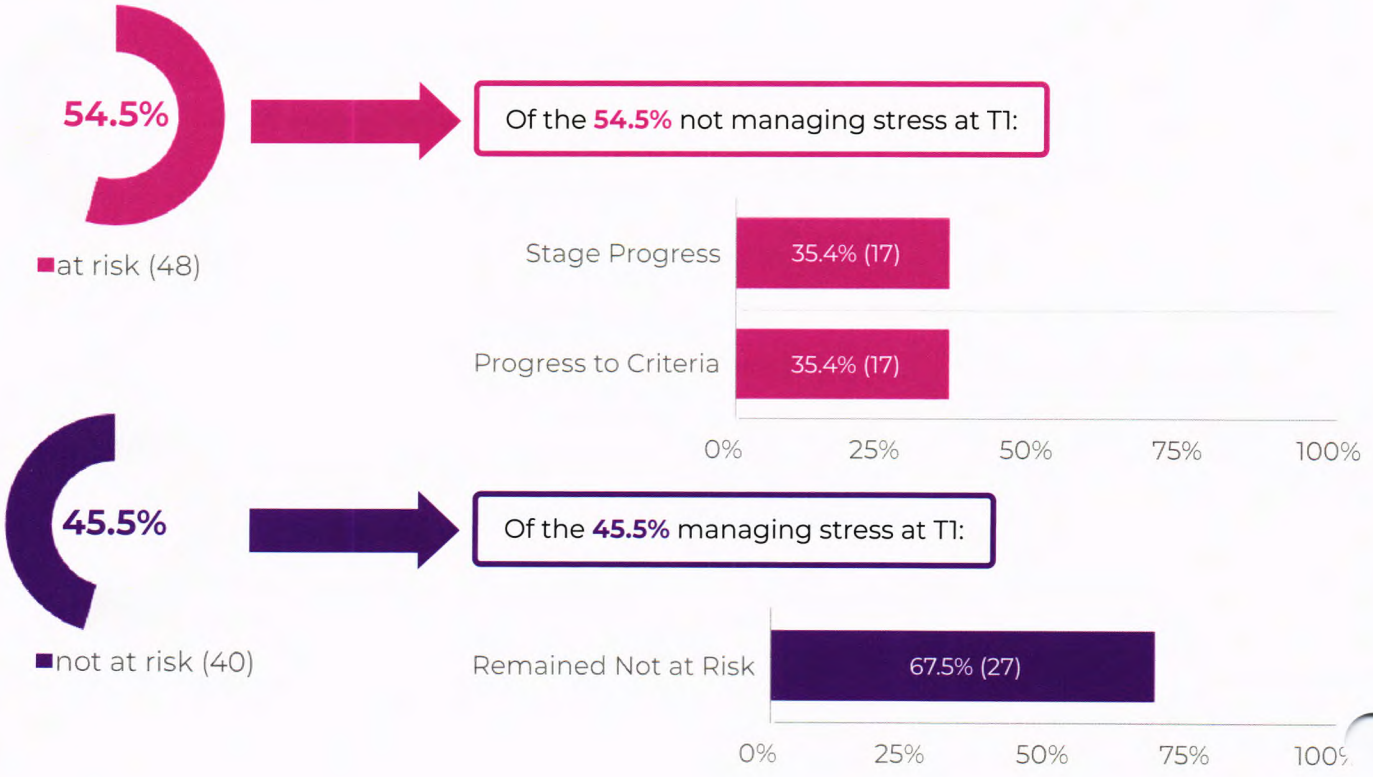
Stress Management

Stress management includes regular relaxation, physical activity, talking with others, and/or making time for social activities.



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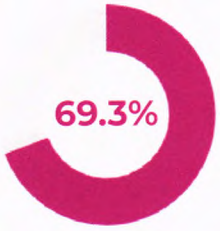
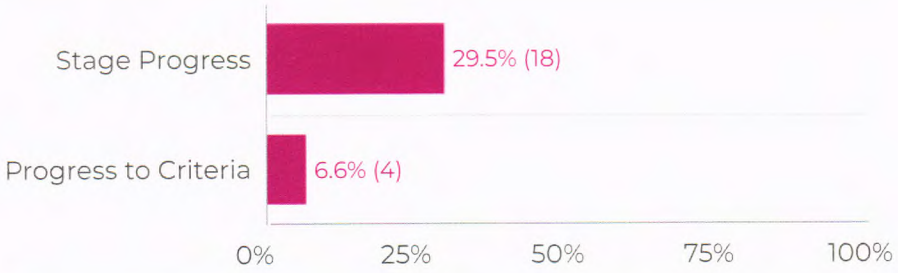
Fruit & Vegetable Intake

Eating enough **fruits and vegetables** is defined as eating **at least 4½ cups** of fruits and vegetables per day.



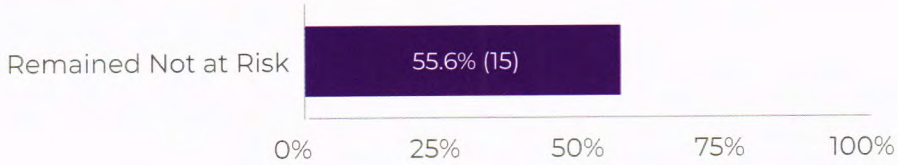
■at risk (61)

Of the **69.3%** not eating at least 4½ cups of fruits and vegetables per day at T1:



■not at risk (27)

Of the **30.7%** eating at least 4½ cups of fruits and vegetables per day at T1:



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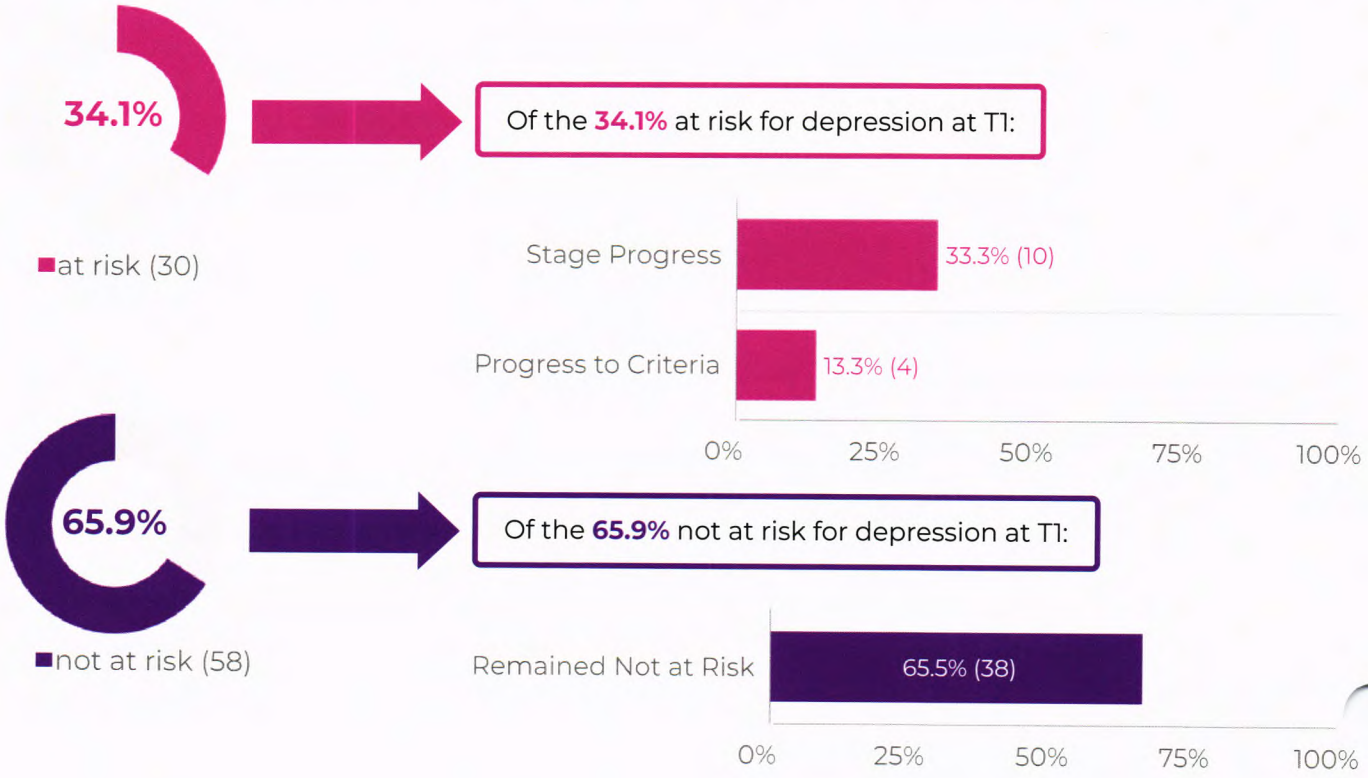
Depression Prevention

Depression prevention means using effective methods to keep depression from occurring, or if it does occur, to keep it as mild and brief as possible. Individuals who may be experiencing at least mild symptoms of depression and are not practicing depression prevention are considered to be **at risk**.



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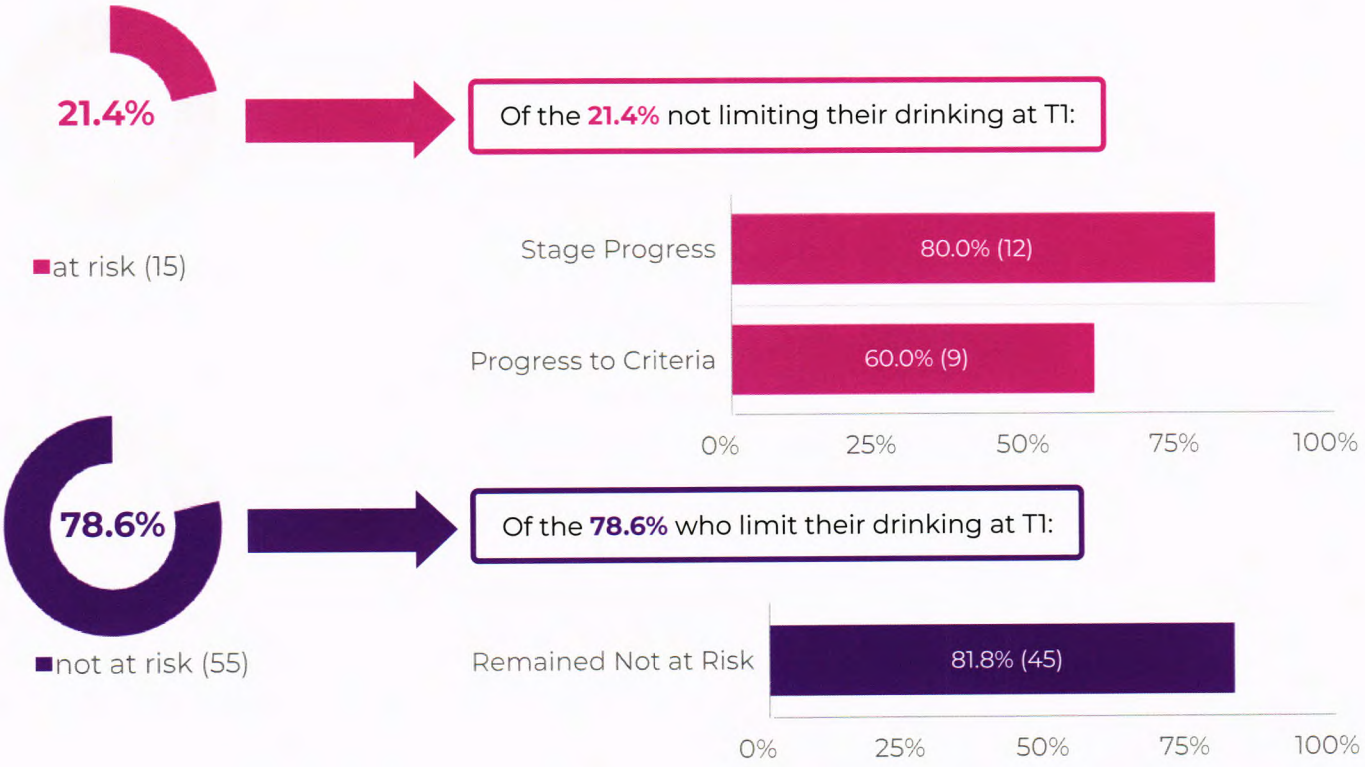
Responsible Drinking

Responsible drinking is defined as limiting drinking to 2 drinks or less in a day for men and 1 drink or less in a day for women. Drinking less is better for health than drinking more.

Note: This definition reflects the recent revisions by the National Institute of Health's national alcohol guidelines. The daily drink limit is now lower than it was previously. We updated our system in 2022 to reflect those revised guidelines. Therefore, you may see an increased percentage at risk among your population as compared to prior years.



**Individuals who are pregnant or under 21 years old are not included as there is no safe level of drinking for these populations.*

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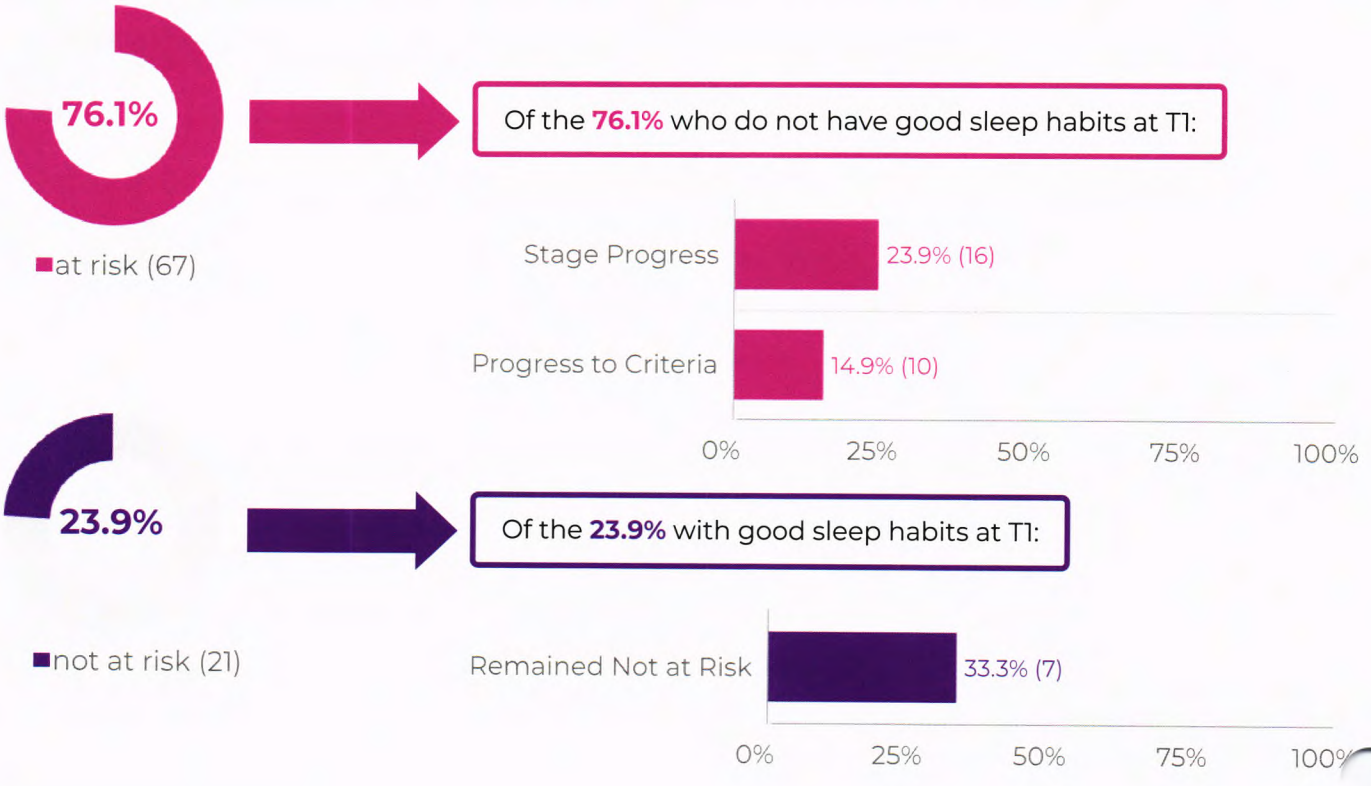
Sleep Habits

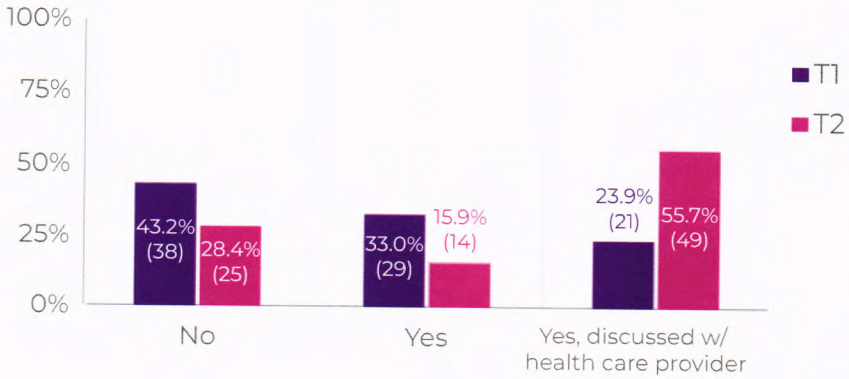
Having **good sleep habits** primarily means getting at least 7 hours of sleep a night.



Sleep Problems

Sleep problems have an adverse impact on an individual's health, well-being, and productivity and is linked to the onset of diseases such as diabetes, cardiovascular disease, obesity, and depression. Approximately 40 million Americans a year experience chronic, long-term **sleep disorders**. An additional 20 million experience occasional sleep problems.

Roughly **56.8%** of participants were experiencing a sleep problem at T1 and **71.6%** at T2.



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Well-being

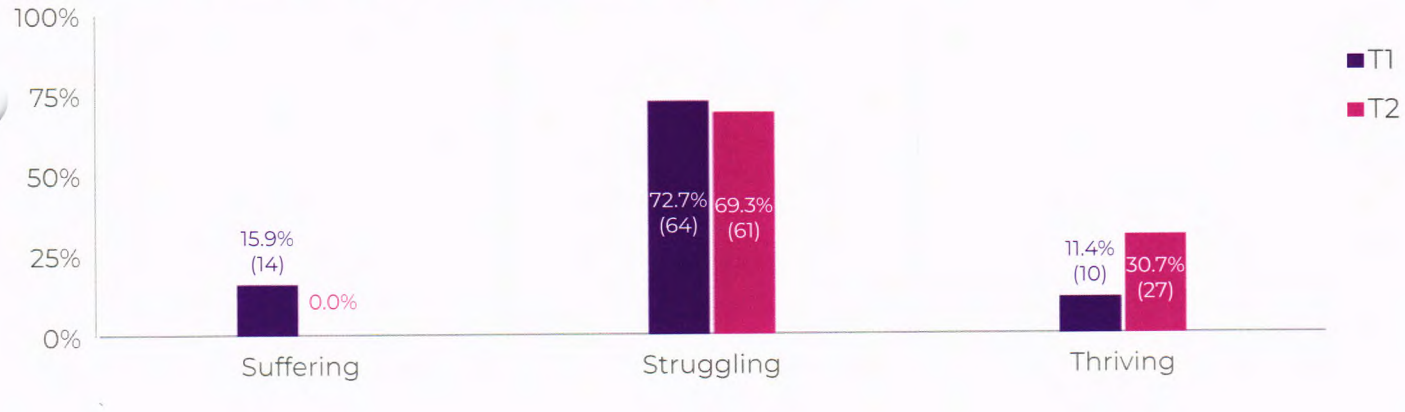
Well-being

Participants completed the **Cantril Self-Anchoring Striving Scale**, a widely used well-being scale. Based on responses, overall **well-being** is categorized in three ways:

Well-being

Thriving	• Well-being is strong, consistent, and progressing
Struggling	• Well-being is moderate or inconsistent
Suffering	• Well-being is at high risk

Our goal is to ensure as many people as possible are thriving.



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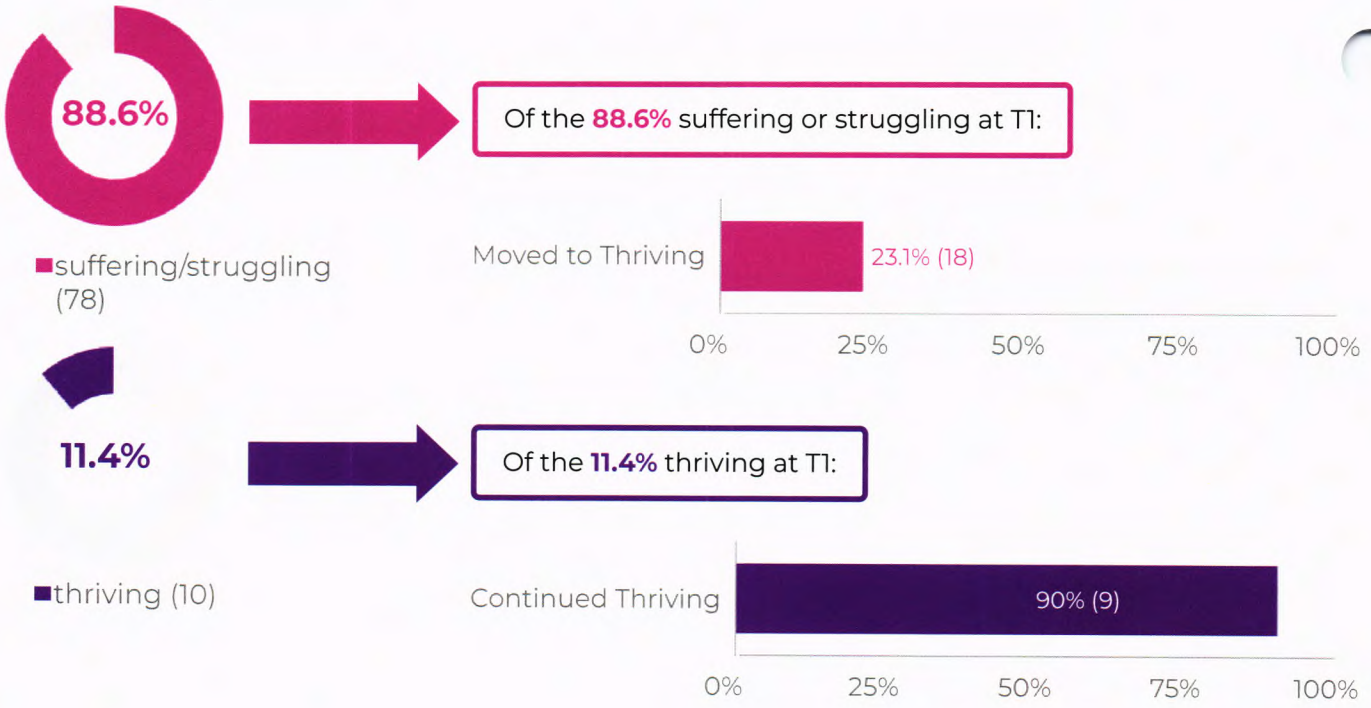
Well-being Changes



Workforce Belonging

Employed participants completed the **Inclusive Organizational Well-being Assessment - Belonging (IOWA-B)**, a measure that assesses an individual's sense of belonging at work. Scores range from 0-100, with higher scores indicating a higher sense of belonging.

The average score on the **IOWA-B** from their most recent (last) session was **51.5** out of 100, compared to **52.9** from their first session.

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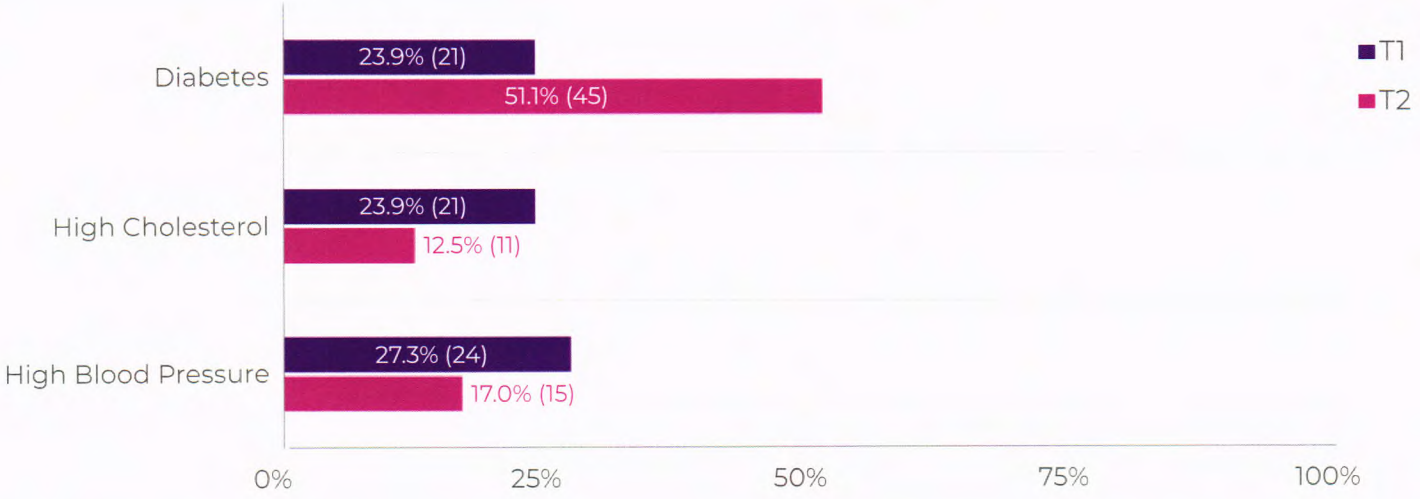
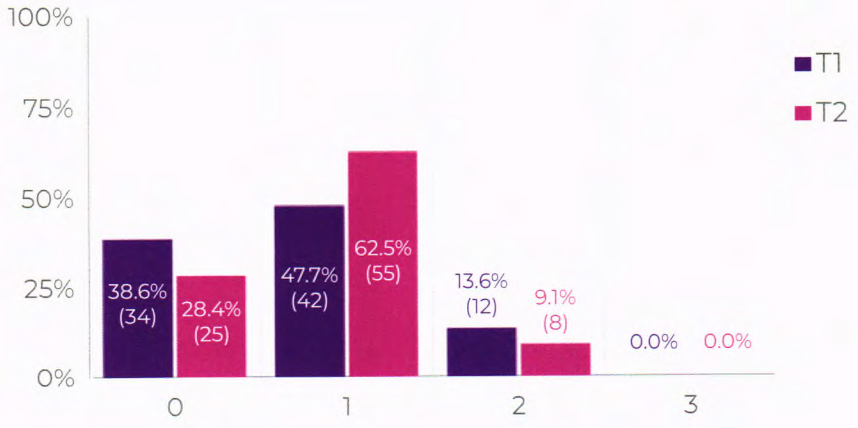
Chronic Conditions

Chronic conditions are long-term illnesses or impairments that can have a significant impact on a person's life. Many **chronic conditions** can be managed by health behavior change programs to minimize the severity and impact of symptoms.

Prevalence of Conditions



Number of Conditions



On average, participants have **0.8** chronic conditions at T1 and **0.8** at T2.

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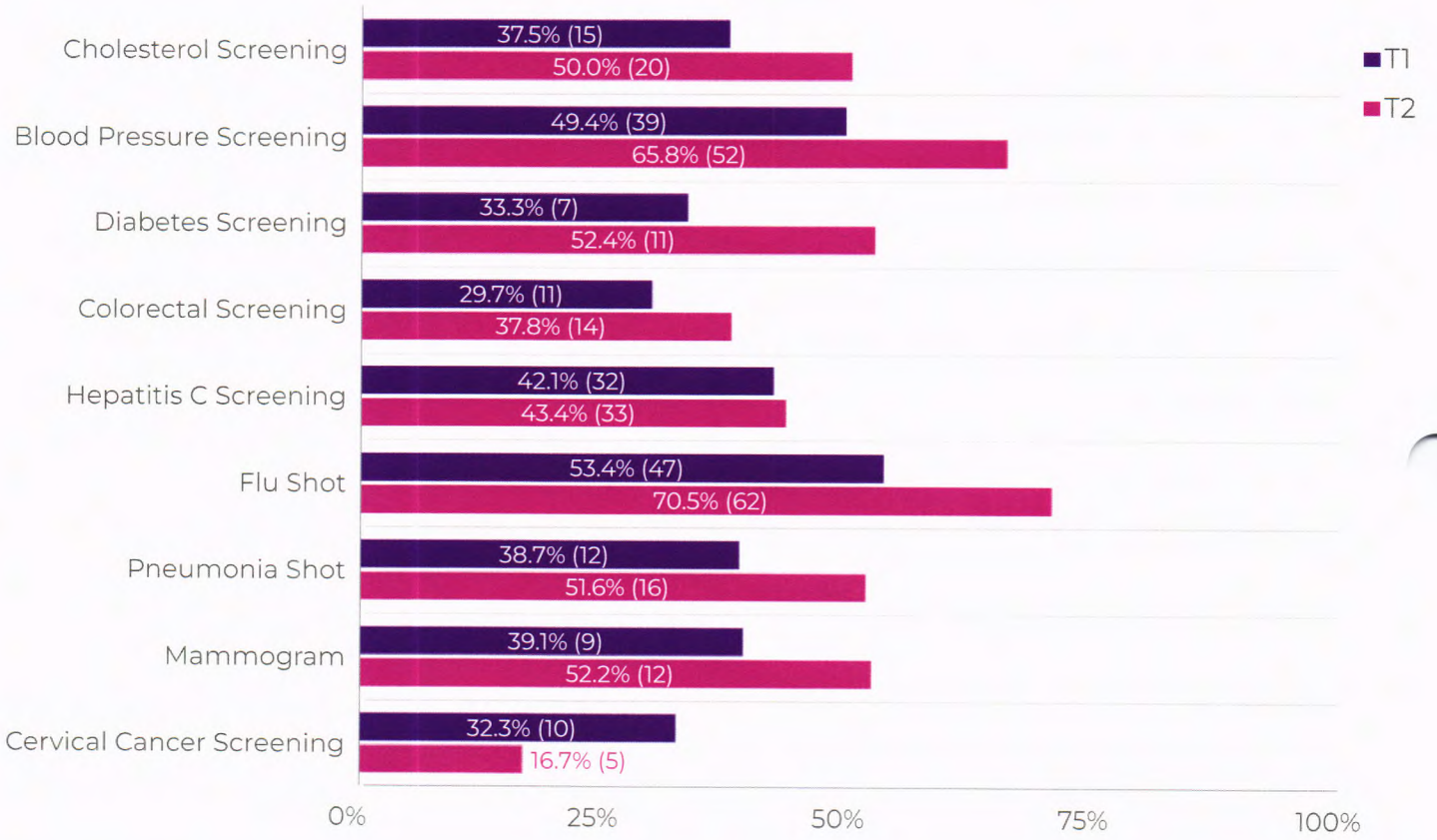
Health Care

Individuals are recommended to be **screened** or **immunized** based on various criteria such as gender, age, specific risk factors, or other benchmarks established by the US Preventive Service Task Force Guidelines.

The figures below represent proportions **among those recommended** to receive each preventive health service.

Health Screening & Immunization



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Sonic Boom Wellness™

Health Risk Intervention

Changing for Good

What keeps people from changing? The answer for most of us is that we don't know how to change. Your *Personal Health Report* will give you the strategies that can help you get started.

This *Report* is based on your answers to the health risk survey from **12/14/23**. It will show you where you are doing well and how ready you are to change behaviors to improve your health and well-being. Your report does not diagnose illness or substitute for your health care provider's advice. Your doctor or nurse can help you develop a health and wellness plan that is right for you.

Ready or Not, We Can Help

The strategies in your report are based on the **Stages of Change** and comes from over 35 years of research about how people change. This research has shown that change most often involves moving through five stages. This program can help you no matter what stage you are in:

- **Precontemplation:** not ready to change your behavior in the near future
- **Contemplation:** getting ready to change your behavior in the next 6 months
- **Preparation:** ready to change your behavior in the next month
- **Action:** doing the healthy behavior
- **Maintenance:** keeping up the healthy behavior change for over 6 months.

Ready or not, by completing the survey and now reviewing your report, you will be making progress toward better health. Keep reading to find strategies that will help you change for good.

Exercise

Great! You're in the **Action** stage. Regular exercise is a part of your life.

One of the best strategies you can use to stick with it is to **replace old habits and ways of thinking with new ones**.

Here's what we mean:

- Instead of thinking about reasons to skip exercise, think about how great you'll feel after.
- Instead of missing a day because of bad weather, find an exercise you can do inside.

Resources to learn more

You might want to learn more about exercise before you jump into it.

Your local YMCA or hospital are likely to have resources nearby.

You can also visit these websites:

- CDC Physical Activity: Facts about the benefits of exercise and how much you need. (www.cdc.gov/physicalactivity)
- MedlinePlus: Search for information under "Exercise and Physical Activity." (www.nlm.nih.gov/medlineplus)
- National Institute of Aging at NIH: Learn about the benefits of exercise. (https://www.nia.nih.gov/health/four-types-exercise-can-improve-your-health-and-physical-ability)

Fruits and Vegetables

You're eating at least 4½ cups of fruits and vegetables a day. You're in the **Action** stage!

To keep up your healthy new habit, **notice ways that society is changing** to make it easier to eat 4½ cups a day.

Have you spotted these helpful trends?

- Fruits and veggies are sold in more places—even Wal-Mart has gone organic!
- More stores are selling veggies in ready-to-eat or ready-to-heat containers.

- Farmers' markets are cropping up all over. They offer the freshest produce at prices people can afford.

Take advantage of those trends to stay on track.

You might know that to promote health and prevent disease, a healthy pattern of eating is not just about fruits and veggies. It's also about whole grains (like brown rice, oats, corn meal, and barley); lean protein (like fish, lean meat, chicken, beans, and nuts); fat-free or low-fat dairy; and healthy oils from veggies, nuts, and fish.

And it's about limiting added sugars, saturated fats, salt, and alcohol—and watching portion sizes.

When you're ready for another **healthy eating** goal, it **doesn't have to be hard, time-consuming, or costly**. Keep rules of thumb like these in mind:

- Stick to the healthy outside aisles in your grocery store. The inside aisles contain the highly processed foods you want to avoid.
- Stock your shelves with healthy food to have on hand: canned tomatoes, beans, and fish; whole grain pasta, cereals, and grains.
- Make a list before you grocery shop and stick to it—impulse shopping costs you more. Use coupons and read store flyers. Watch for sales and choose store brands.

Resources to learn more

There's a lot to learn about healthy eating—and almost unlimited choices for how to learn it.

In your local area, find out if your hospital offers nutrition classes or dietary counseling.

Check out the websites below to see which ones might be most helpful to you.

- ChooseMyPlate.gov: Offers advice on healthy eating, including how to balance calories, which foods to increase, and which foods to reduce.
- have a plant: Helps busy people eat more fruits and vegetables.
- HealthFinder.gov: Search for information on "nutrition" under *Health Topics*.
- MyPlate Kitchen: Offers easy, healthy recipes and ideas for breakfast, lunch, and dinner. (choosemyplate.gov/myplatekitchen)

Stress Management

You're not ready to effectively manage your stress any time soon. You're in **Precontemplation**.

We'd like to help you **think about how much better your life could be** if you managed your stress in healthy ways. You could:

- Have more energy
- Feel in control
- Sleep better

How else could your life improve by managing stress? How would people in your life benefit? Just thinking about those things can make you more open to managing your stress.

Resources to learn more

Your local hospital might offer stress management workshops. And local groups like the YMCA may offer classes in yoga or relaxation techniques.

You can also visit these websites:

- Helpguide: Helps people understand, prevent, and resolve life's challenges, including stress. (https://www.helpguide.org/articles/stress/stress-management.htm)
- HealthFinder.gov: Search for information on "stress" and how to "manage stress."
- MedlinePlus: Links people to information about stress. Type "stress" at the top of the screen in the search box. (http://www.nlm.nih.gov/medlineplus/)

Sleep

You aren't ready to get at least 7 hours of sleep each night. You're in the **Precontemplation** stage.

Maybe you're one of the people who gets by on a few hours of sleep a night. Or maybe you haven't given any thought to sleep at all.

Believe it or not, sleep is one of the building blocks of health. Some would even argue that it's as important to your health as exercising and eating well. But

getting enough sleep can be tough in today's fast-paced, nonstop world.

Thinking about the benefits of getting at least 7 hours of sleep a night is one way to help you move forward.

Getting enough sleep can:

- Lower your chance of having car accidents
- Make it easier to manage your weight
- Improve your memory

What benefit is most important to you?

You're having sleep problems. To tackle your problems, talk with a doctor or nurse.

Many health care providers won't ask if you don't tell. But they can help you manage sleep problems if you let them know what's going on. Don't be shy about bringing it up.

Smoking Cessation

You're in **Contemplation** to quit smoking in the next six months.

You may have doubts about quitting and whether you can do it. You don't have to be ready to quit right now. You can start by **using substitutes** for negative thoughts and feelings you may have about quitting.

For example:

- If you have doubts about quitting, tell yourself that there are over 100 benefits of being smoke-free.
- If you start to think you won't be able to quit, focus on other things you have accomplished in your life and tell yourself that you can do this too.
- If you are not sure that quitting will be worth the effort, tell yourself that a longer life is worth it.

If you start to feel discouraged, remind yourself that you don't have to do it all at once. Taking small steps is making progress.

Resources to learn more

Below are some of the best websites to look for more facts about quitting and how it will affect your health now and over time.

- American Cancer Society (www.cancer.org/cancer/risk-prevention/tobacco/benefits-of-quitting-smoking-over-time)
- American Lung Association (https://www.lung.org/quit-smoking)
- BeTobaccoFree.gov (betobaccofree.hhs.gov)

You can also call your local hospital to see whether they offer information or quitting support.

E-Cigarettes

You use e-cigarettes. Even though they don't contain tobacco, they do contain nicotine which is addictive. Even more safety issues came to light in 2019.

- Some e-cig users, mostly young adults, had seizures.
- Mint flavored e-cigs were found to contain high levels of a banned cancer-causing agent.
- A nationwide outbreak of e-cig or vape use caused lung injury and deaths.

As of late 2019, the Centers for Disease Control and Prevention (CDC) recommended that people think about refraining from using e-cigs or vapes that contain nicotine. If you're using e-cigs to quit smoking, don't go back to smoking cigarettes. Talk to your doctor or nurse about using FDA approved medicines that can help you quit.

Alcohol

The Dietary Guidelines for Americans now recommend that people choose not to drink or to drink in moderation. That means limiting intake to 2 drinks or less in a day for men and 1 drink or less in a day for women. Drinking less is better for health than drinking more.

You're getting ready to drink in moderation.

To make progress in **Contemplation**, **pay attention to information** about the effects of alcohol. For example, have you seen these headlines?

"Just One Extra Drink Could Take Years Off Your Life"

"Most Americans Don't Know Alcohol Can Raise Cancer Risk"

What have you heard lately about the effects of alcohol? Try to keep your eyes and ears open. You may be surprised at what you learn!

Resources to learn more

Below are two of the best websites to look for more facts about how drinking above healthy limits affects health.

- National Institute on Alcohol Abuse and Alcoholism (www.niaaa.nih.gov/Alcohol & Your Health)
- Centers for Disease Control and Prevention (www.cdc.gov/Fact Sheets - Alcohol Use and Your Health)

For people who need support in drinking less, the Substance Abuse and Mental Health Services Administration (SAMHSA), has a toll-free line for alcohol information and treatment referral assistance. Call 1-800-662-HELP (4357).

You can also call your local hospital to see whether they offer information on alcohol support groups.

Auto Safety

You don't always use a seatbelt. Seatbelts cut the risk of death and serious injury in car crashes by about half. Always using your seatbelt is a simple thing you can do to protect your well-being.

Anything that takes your attention off the road while you're driving can be deadly. But texting is the worst—it takes your eyes off the road for 5 seconds. At 55 mph, that's like driving the entire length of a football field with your eyes closed!

Protect your life and the lives of others by never texting or talking on the phone while driving.

Checking Blood Pressure

You have high blood pressure, but you're not alone. About 1 in 3 adults in the United States have it. Many don't realize that it can lead to heart disease and stroke.

There are many steps you can take to control your blood pressure. These include:

1. Taking high blood pressure medicine consistently
2. Reaching and maintaining a healthy weight
3. Eating a diet rich in fruits, veggies, and low-fat dairy products; and low in saturated fat
4. Cutting back on sodium (salt)
5. Exercising regularly
6. Drinking alcohol in moderation
7. Quitting, if you smoke

It looks like you're having trouble with the first step on the list. For some reason, you're not taking your blood pressure medicine consistently. Could you make a list of questions you have about your medicine? Then, talk over your concerns with your doctor or nurse.

There's just one more thing: Stay in touch with your doctor or nurse so that they can monitor your blood pressure.

Cholesterol Screening

The U.S. Preventive Services Task Force recommends cholesterol tests for those 40 and older. You're not sure if you've had your cholesterol tested.

Having cholesterol levels that are too high can cause heart attack and stroke. And it may even lead to an early death.

Ask your doctor or nurse if you have had your cholesterol checked. Then you can work with them to make sure your cholesterol gets to or stays at a healthy level.

Colon Cancer Screening

You have had a screening for cancer of the colon and rectum. Perfect!

You're doing a great thing for your health by being screened. Keep in touch with your doctor about when you should plan your next screening, and what type of screening is best for you.

Cervical Cancer Screening

Talk with your doctor or nurse about whether you still need to be tested for cervical cancer. Many guidelines recommend against this screening after age 65. But that "stopping age" depends on the results of prior tests.

Mammogram

You've had a mammogram (an x-ray of the breast to test for cancer) in the last two years. Good work!

Like many health care groups, the U.S. Preventive Services Task Force's new draft recommends mammograms every two years for those who are **age 40-74** of average risk. Based on family history and risk factors, yearly mammograms or other types of testing may be needed.

People in their 40s should talk with their doctors about when to test for breast cancer. The benefits of testing after age 74 are not clear.

Hepatitis C Screening

You have not had a screening test for Hepatitis C virus (HCV).

The US Preventive Services Task Force (USPSTF) recommends a one-time screening blood test for hepatitis C virus (HCV) infection in adults aged 18 to 79 years.

People can live without symptoms or feeling sick, so testing is the only way to know if you have hepatitis C. Getting tested is important to find out if you are infected so you can get lifesaving treatment that can cure hepatitis C.

Will you talk with your health care provider about getting screened at your next visit?

Flu Shots and Other Vaccines

Good job on getting a flu shot. You've protected yourself and others (it's very contagious) from a nasty illness.

While we're on the subject, let's talk about other vaccines you might need. You may think you had all the vaccines you needed when you were younger. But you might need a booster at this point. Or you might be at higher risk for a disease because of your job or a health condition.

The next time you visit your doctor or nurse, ask whether you are protected, or need to be protected, from these diseases:

- COVID-19
- Shingles
- Chickenpox
- Measles, mumps, rubella
- Tetanus, diphtheria, pertussis
- Meningitis
- Hepatitis A and Hepatitis B

Be sure to tell your doctor or nurse that you have not had the two vaccines that can protect you from pneumonia. Pneumonia can be fatal for older adults. That's why everyone 65 and older should have the shots.

Like flu shots, Medicare pays for it. But unlike flu shots, you only have to get two shots in your lifetime. The shots are given a year apart.

Performing Everyday Activities and Tasks

You need help performing everyday activities such as eating or getting dressed. You also need help taking care of things such as laundry and housekeeping. Do you have the help you need?

The Eldercare Locator at www.eldercare.gov or 1-800-677-1116 can connect you to aging and disability services where you live. You can find:

- Food and nutrition services
- Home repair and modification
- Housing options
- In-home services
- Long-term care
- Transportation

Pain

You report feeling pain in the past week. If the pain persists, be sure to talk with your doctor or nurse about your pain and how to manage it.

Your Basic Needs

It looks like you could use help to meet one or more of your basic needs (such as housing, food, safety).

Dial "211" to speak with the call center staff who will refer you to local services that best meet your needs. You can also go to www.211.org or www.findhelp.org for information about programs or resources near you. And don't forget that you can talk with your doctor, social worker, or community health worker.

Social Media & Smartphone Use

You're not a heavy user of social media. That's a good thing because heavy users are at risk for problems like depression, anxiety, and even addiction.

You are among the 80% of cell phone owners who check their phone within an hour of waking. Have you thought about how your phone use is impacting your health and well-being? What else could you be doing with your time? Could you be getting more sleep or exercise? Could you have more meaningful relationships with family and real friends? Could you be more focused and get more things done each day?

If you answered yes to any of those questions, these ideas may be helpful.

- Turn off notifications to most apps
- Don't bring your phone to meals
- Keep your phone out of sight in your pocket or bag
- Power down at night
- Use tools, like the ones from Google and iPhone, to set time limits and monitor daily use

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Health Risk Intervention Report

aleta™ change. for good.

Snapshot

Group Report for:	sample test report
Report Date:	10/24/2023
Report Criteria:	Start Date: 01/01/2023 End Date: 10/24/2023 first intervention

This report summarizes the **Health Risk Intervention (HRI)** data provided by the **97** members of your organization who have participated during the selected date range.

Stage of change, a focus of our HRI, describes how ready individuals are to take action on health-related behaviors. Knowing where your organization's individuals are can help to maximize your care management strategies and resources. Our research has shown that even individuals in the early stages will participate in, and benefit from, tailored behavior change programs matched to their stage of change.

Stages of Change

Not Ready **Precontemplation (PC)**	Not intending to take action in the next 6 months
Getting Ready **Contemplation (C)**	Intending to take action in the next 6 months
Ready **Preparation (PR)**	Intending to take action in the next 30 days
Making Changes **Action (A)**	Took action less than 6 months ago
Keeping up the Changes **Maintenance (M)**	Has sustained the healthy behavior for over 6 months

Those **AT RISK** are not currently engaging in the behavior at recommended levels.

**To ensure confidentiality, results may be masked to indicate too few participants (<10).*

***Summary data represents all data available for each item or section of questions.*

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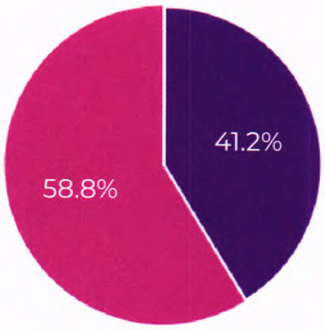
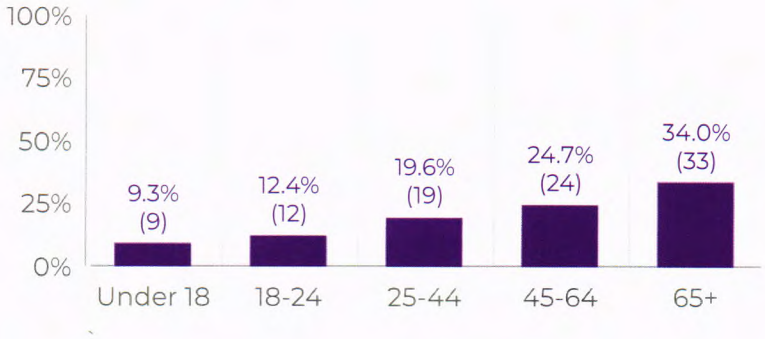
Demographics

Gender Identity



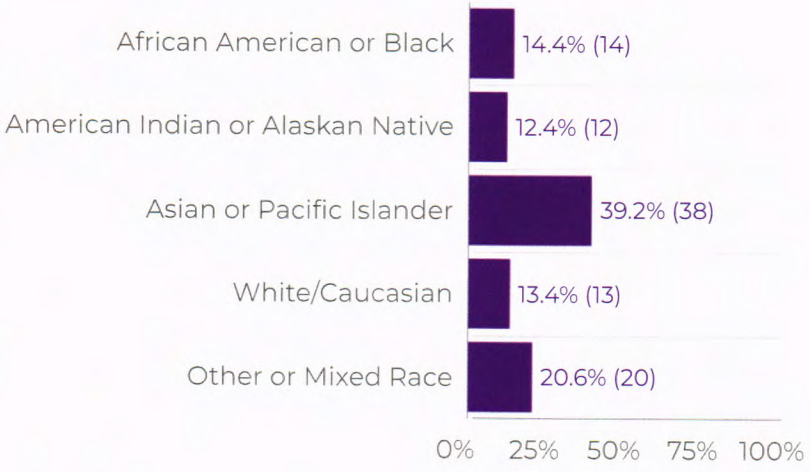
- male (40)
- female (57)

Age

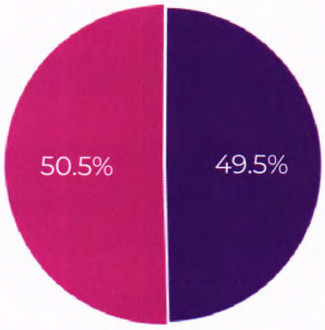


The average age of participants is **49.9** years old.

Race



Hispanic Origin



- Hispanic (48)
- Non-Hispanic (49)

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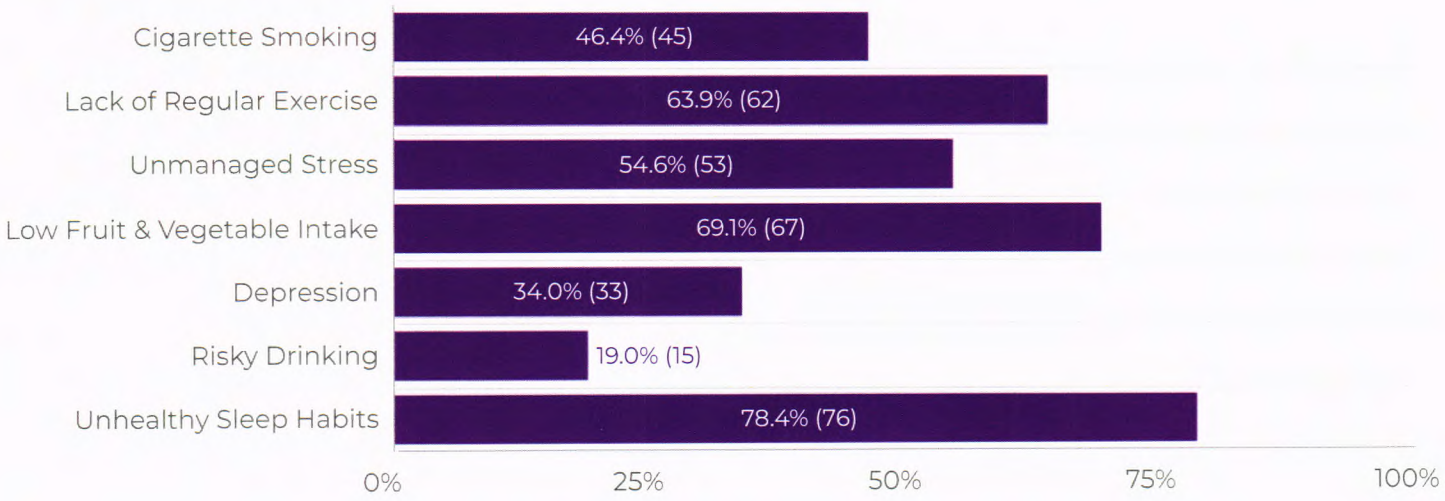
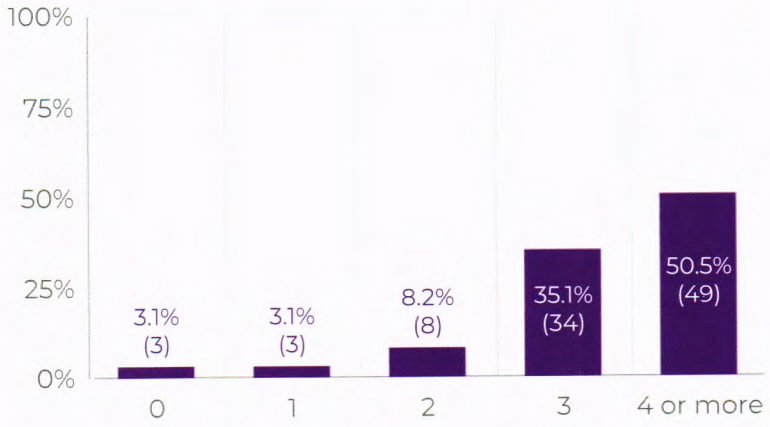
Behavior Risks

Behavior risks contribute to the leading causes of sickness and death. Those with multiple risks are more likely to increase health care utilization and decrease productivity.

Prevalence of Behavior Risks



Number of Behavior Risks



On average, participants have **3.6** behavior risks.

**Individuals who are pregnant or under 21 are not included in Risky Drinking.*

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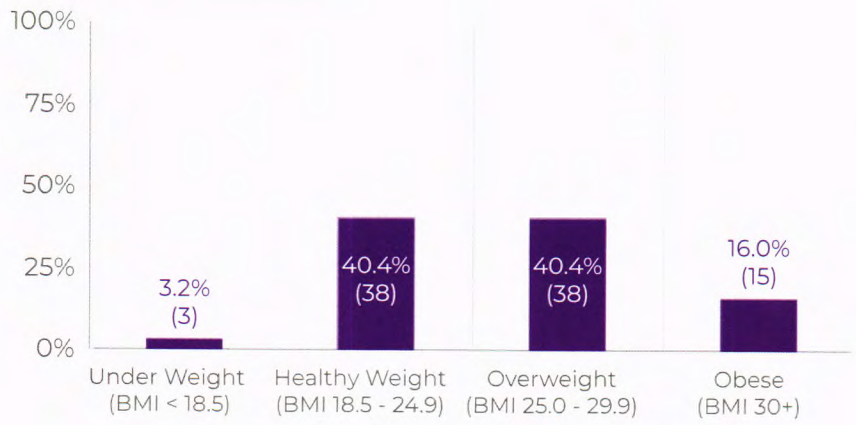
Body Mass Index

Body Mass Index (BMI) is a measure of the relationship between height and weight. It doesn't take into account how much muscle an individual has. It can be used as one of several indicators of an individual's risk for a weight-related illness. Individuals who are **overweight** or **obese**, as classified by the BMI, could be at higher risk for weight-related illnesses such as high blood pressure, high cholesterol, heart disease, and diabetes.

Note: Individuals are not provided with their BMI score or classification within our program.

BMI Categories



Roughly **56.4%** of participants are overweight or obese.

**Individuals who are pregnant are not included in BMI calculations.*

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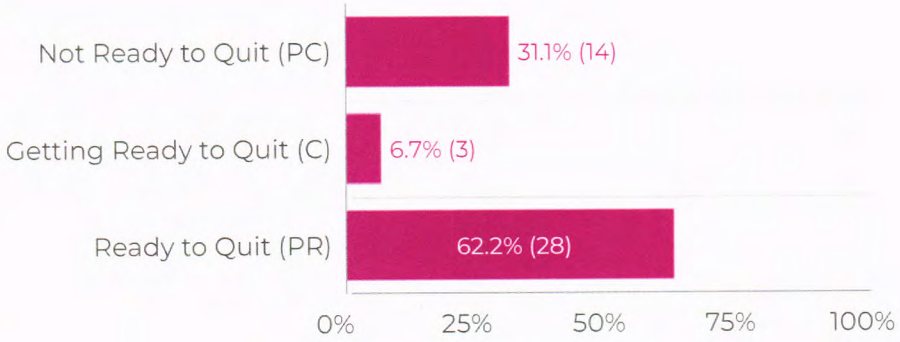
Stage of Change

Behavior risk and corresponding **stage of change** distributions among eight core behaviors are presented below.

Smoking Cessation

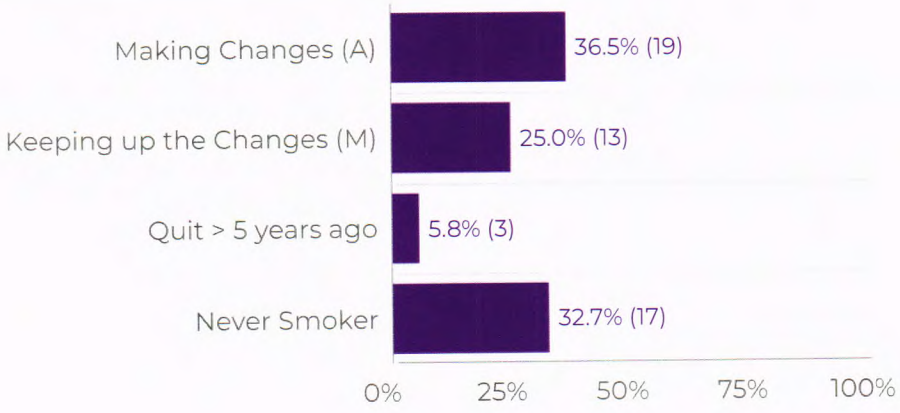
■at risk (45)

Of the **46.4%** current smokers:



■not at risk (52)

Of the **53.6%** former or non-smokers:



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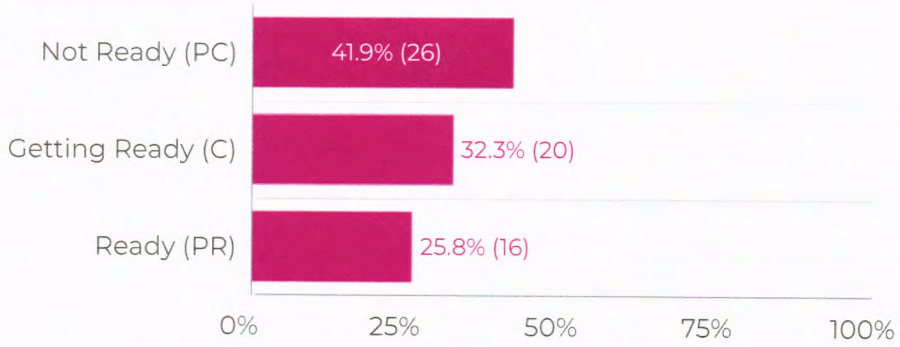
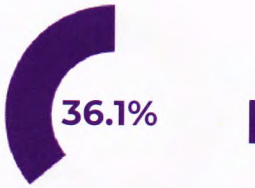
Exercise

Regular moderate exercise means doing **moderate-intensity** activity for at least **150 minutes per week** or **vigorous-intensity** activity for at least **75 minutes per week**, or some equivalent combination.

■at risk (62)

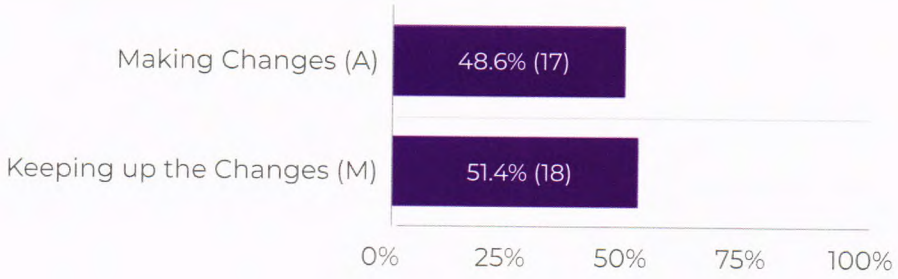
Of the **63.9%** not exercising regularly:





■not at risk (35)

Of the **36.1%** exercising regularly:



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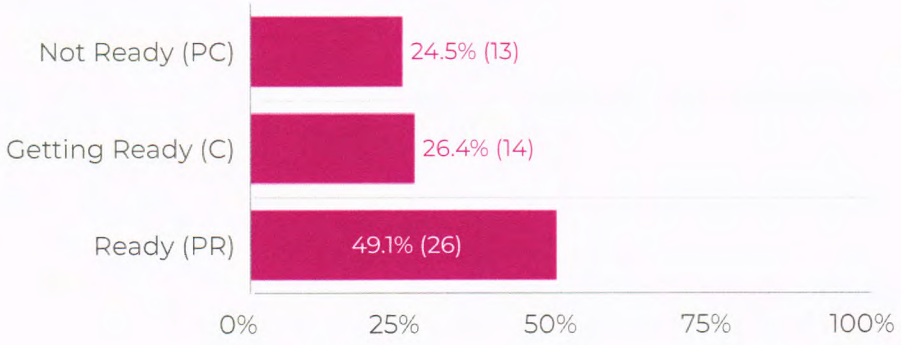
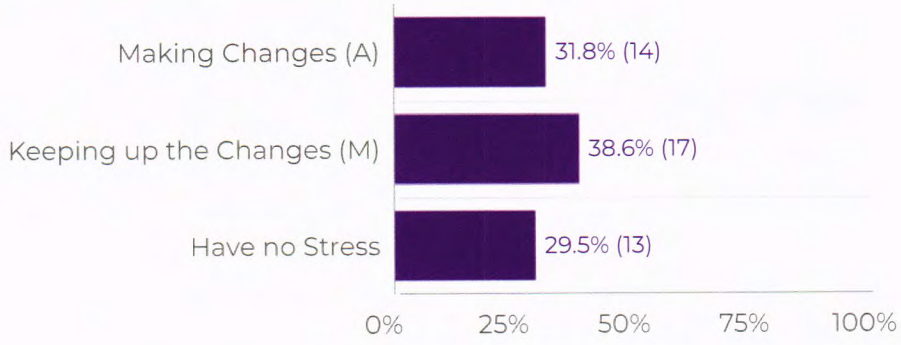
Stress Management

Stress management includes regular relaxation, physical activity, talking with others, and/or making time for social activities.

Of the **54.6%** not managing stress:



Of the **45.4%** managing stress:



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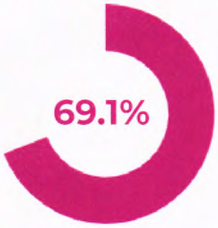
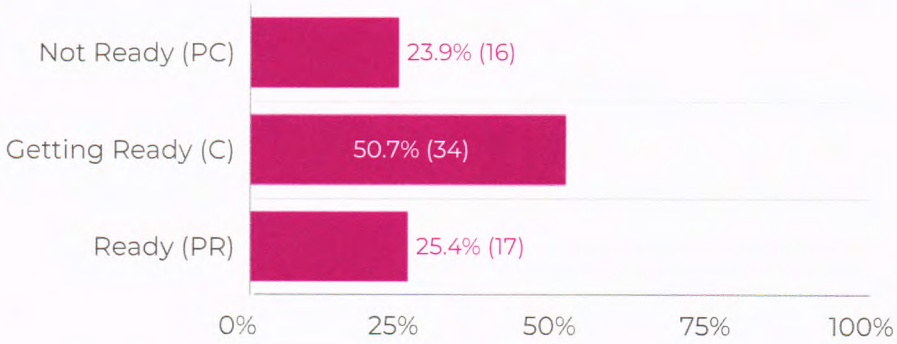
Fruit & Vegetable Intake

Eating enough **fruits and vegetables** is defined as eating **at least 4½ cups** of fruits and vegetables per day.



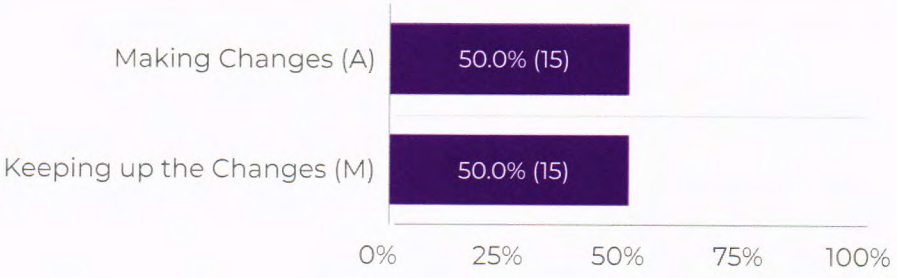
■at risk (67)

Of the **69.1%** not eating at least 4½ cups of fruits and vegetables per day:



■not at risk (30)

Of the **30.9%** eating at least 4½ cups of fruits and vegetables per day:



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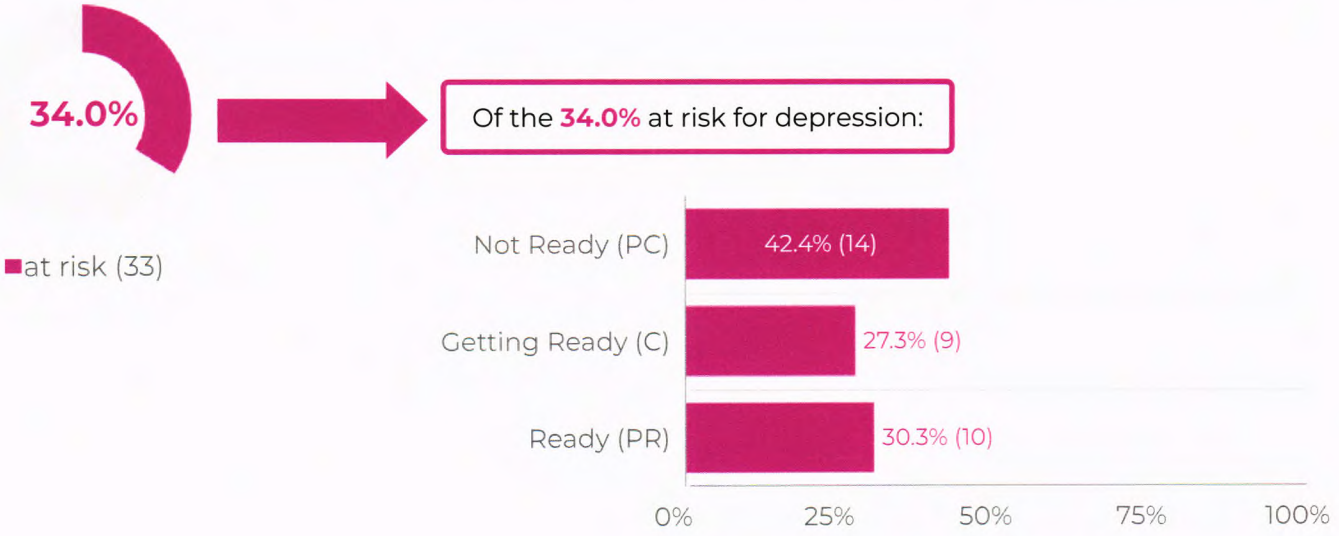
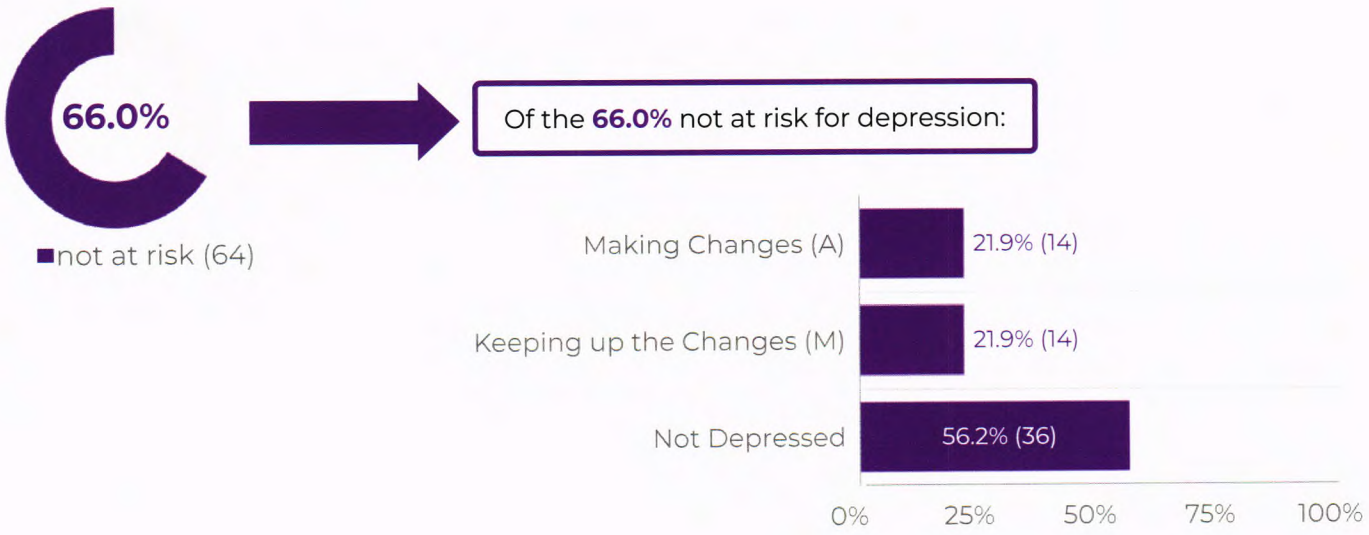
Depression Prevention

Depression prevention means using effective methods to keep depression from occurring, or if it does occur, to keep it as mild and brief as possible. Individuals who may be experiencing at least mild symptoms of depression and are not practicing depression prevention are considered to be **at risk**.





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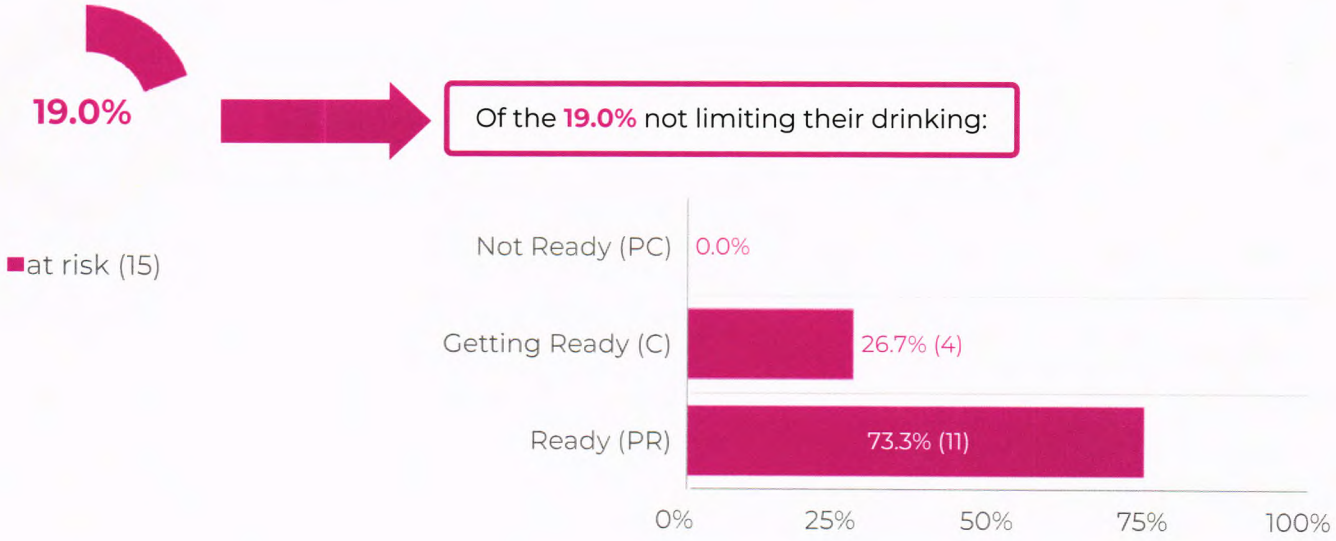
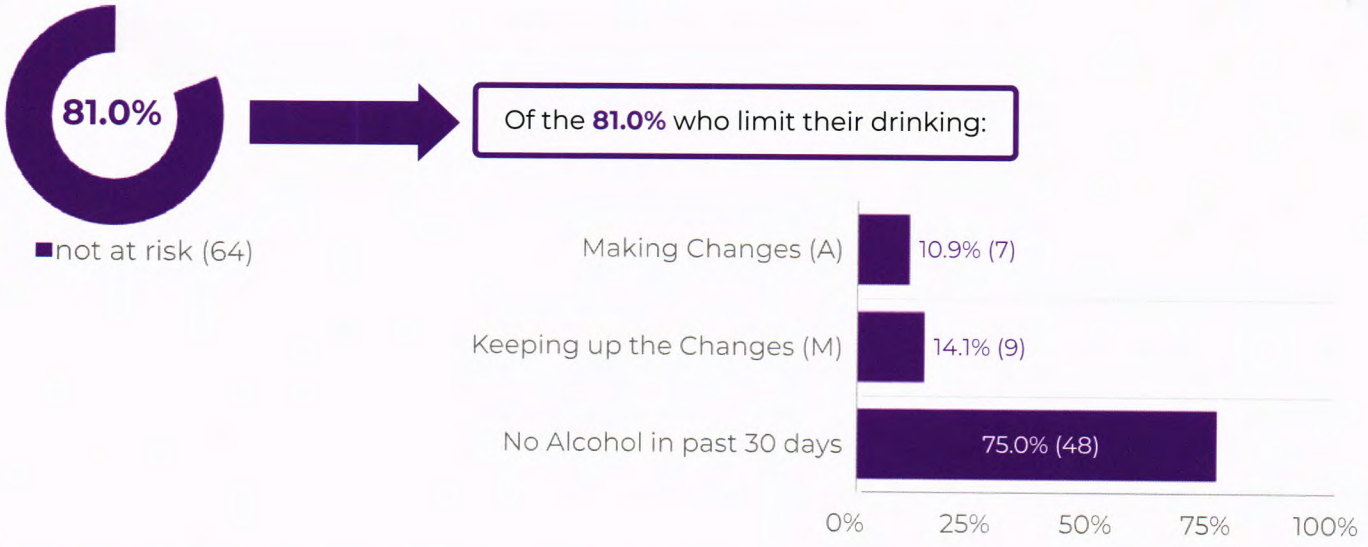
Responsible Drinking

Responsible drinking is defined as limiting drinking to 2 drinks or less in a day for men and 1 drink or less in a day for women. Drinking less is better for health than drinking more.

Note: This definition reflects the recent revisions by the National Institute of Health's national alcohol guidelines. The daily drink limit is now lower than it was previously. We updated our system in 2022 to reflect those revised guidelines. Therefore, you may see an increased percentage at risk among your population as compared to prior years.





**Individuals who are pregnant or under 21 years old are not included as there is no safe level of drinking for these populations.*

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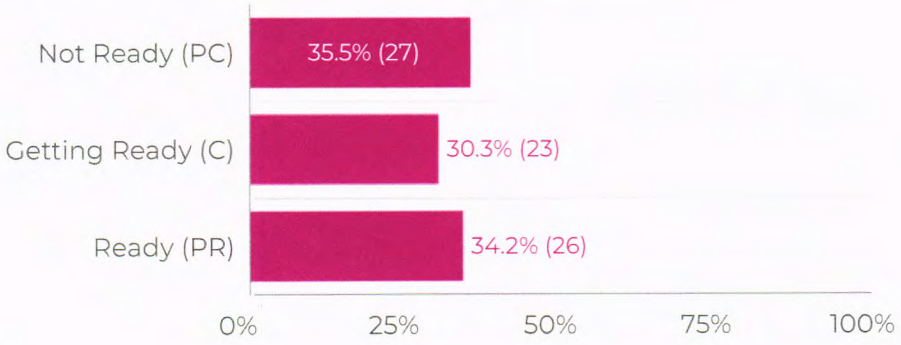
Sleep Habits

Having **good sleep habits** primarily means getting at least 7 hours of sleep a night.

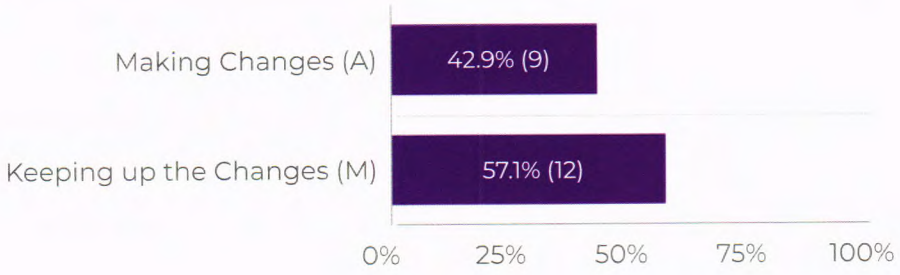
■at risk (76)

Of the **78.4%** who do not have good sleep habits:



■not at risk (21)

Of the **21.6%** with good sleep habits:



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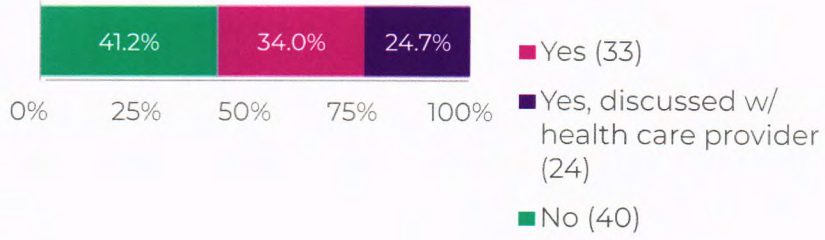
Sleep Problems

Sleep problems have an adverse impact on an individual's health, well-being, and productivity and is linked t the onset of diseases such as diabetes, cardiovascular disease, obesity, and depression. Approximately 40 million Americans a year experience chronic, long-term **sleep disorders**. An additional 20 million experience occasional sleep problems.

Roughly **58.8%** of participants are experiencing a sleep problem.



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Well-being

Well-being

Participants completed the **Cantril Self-Anchoring Striving Scale**, a widely used well-being scale. Based on responses, overall **well-being** is categorized in three ways:

Well-being

Thriving	• Well-being is strong, consistent, and progressing
Struggling	• Well-being is moderate or inconsistent
Suffering	• Well-being is at high risk

Workforce Belonging

Employed participants completed the **Inclusive Organizational Well-being Assessment - Belonging (IOWA-B)**, a measure that assesses an individual's sense of belonging at work. Scores range from 0-100, with higher scores indicating a higher sense of belonging.

The average belonging score was **50.7** out of 100.

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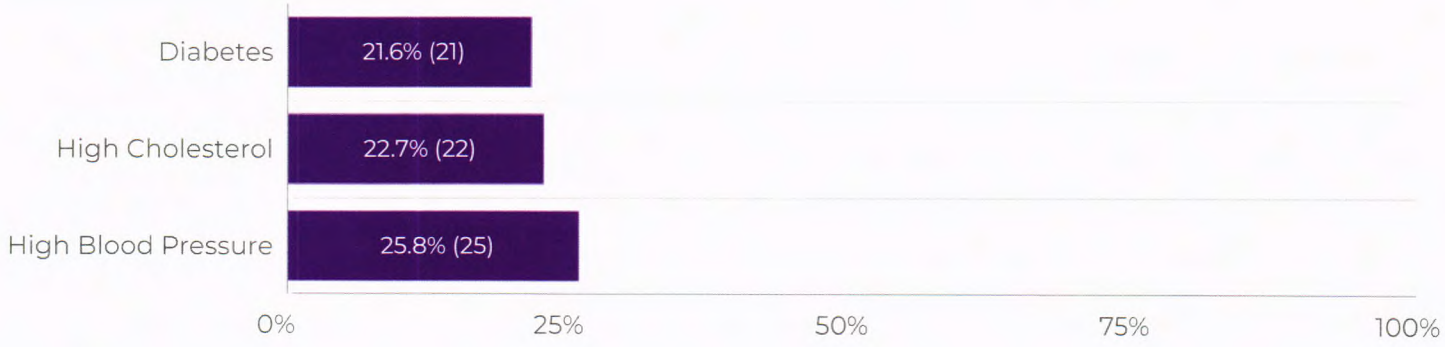
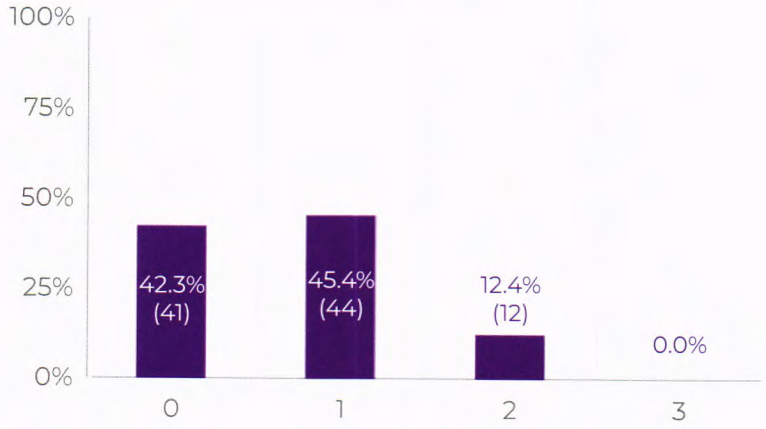
Chronic Conditions

Chronic conditions are long-term illnesses or impairments that can have a significant impact on a person's life. Many **chronic conditions** can be managed by health behavior change programs to minimize the severity and impact of symptoms.

Prevalence of Conditions



Number of Conditions



On average, participants have **0.7** chronic conditions.

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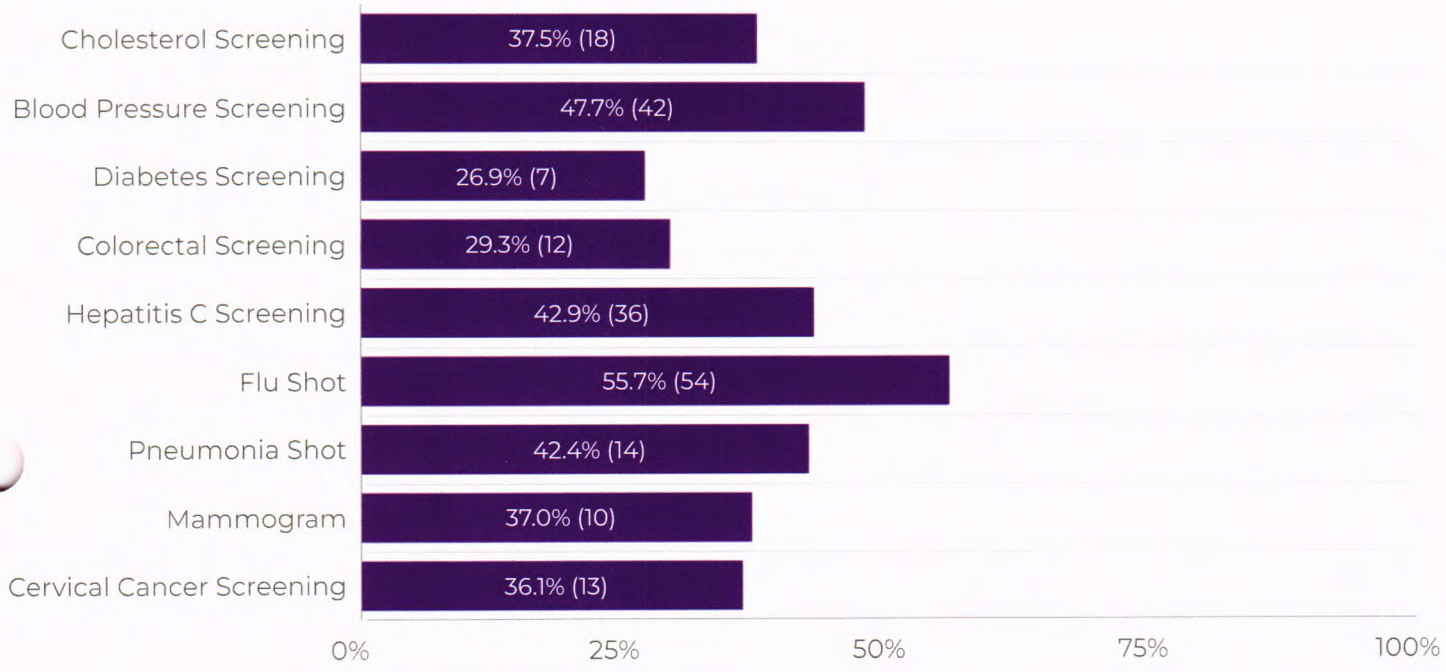
Health Care

Individuals are recommended to be **screened** or **immunized** based on various criteria such as gender, age, specific risk factors, or other benchmarks established by the US Preventive Service Task Force Guidelines.

The figures below represent proportions **among those recommended** to receive each preventive health service.

Health Screening & Immunization



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Attachment 5a

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Town of Smyrna
2024 Annual Review

Report Period: January 1st, 2024 – December 31st, 2024

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Key Touchpoints

- Welcome - ECHO Health Center Overview
- 2024 Metrics & Performance Review
- 2025 Key Goals and Objectives
- 2025 Engagement Strategies
- Discussion and Next Steps

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Attendees

ECHO Health Center | Operated by Premise Health.

Jeff Craig, HR Director

JJ Joralemon, Wellness Coordinator

Kevin Meier, Director of Client Operations

Courtney Sievers, Associate Vice President, Operations

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ECHO Health Center

ECHO Health Center | Operated by Premise Health.

ECHO Health Center

120 Pinto Dr, Smyrna TN

Monday – Friday: 7:30am – 4:30pm

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Outcomes begin with Team Members

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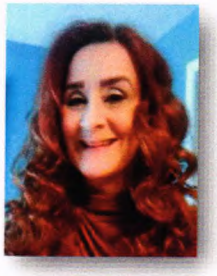
ECHO Health Center

- Rhonda Marcum, NP, 2017
- Thais Coleman, NP, 2024
- Shannon Frazier, NP, 2023
- Kathy Brooks, LPN, 2024
- Rebecca McCauley, RN, 2023



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Member Success Stories

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ECHO Health Center

Success Story 1: During a scheduled Telephone HRA review, a member with a history of asthma, hypertension, and diabetes displayed hoarseness in her voice, prompting the provider to suspect illness. Despite attributing symptoms to recent workplace exposure, the provider, sensing a potential severity beyond a common cold, urged the member to visit the clinic for assessment, despite a full schedule. Upon clinical evaluation, the member was promptly diagnosed with COVID, enabling early intervention. In a follow-up call, though feeling improved, the member reported lingering cough and congestion without access to a pulse oximeter for oxygen saturation. Urged to return to the clinic, the member, upon examination, was found to have an abnormal heart rhythm, subsequently diagnosed with new-onset Afib with RVR. Transported to the hospital, the member's rhythm normalized, averting potential stroke or heart attack risks. Timely diagnosis and intervention were crucial in ensuring the member's well-being.

Success Story 2: During a past Wellness Group meeting with Rhonda Marcum, Amanda Dooley, Lisa Leighton, and JJ, an observation was shared regarding the care gap for regular dental care. As a result, the hurdle of access to care, understanding of benefits, and in-network providers were identified. Through this collaboration, the Wellness team facilitated a temporary onsite dental clinic, providing access to services for 30-40 members. This initiative ultimately positively impacted the health of our population.

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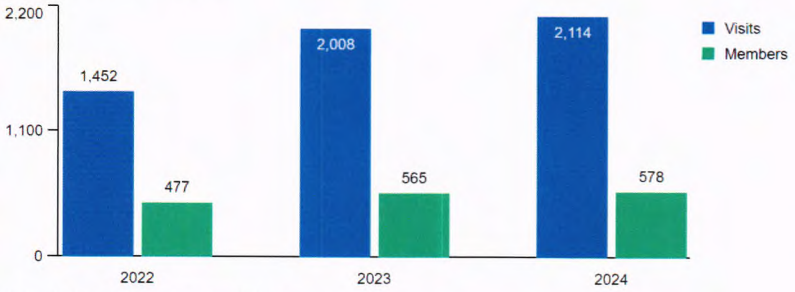
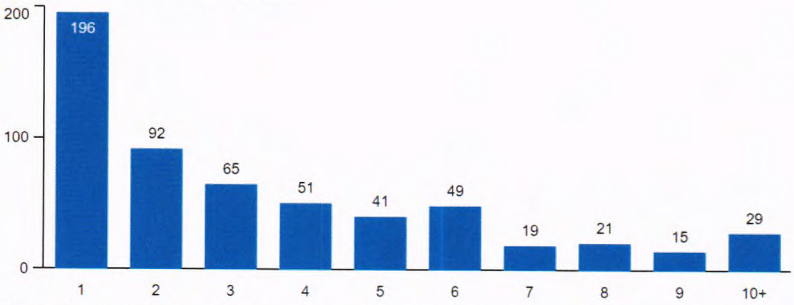
Town Of Smyrna TN
Utilization Summary - Visits

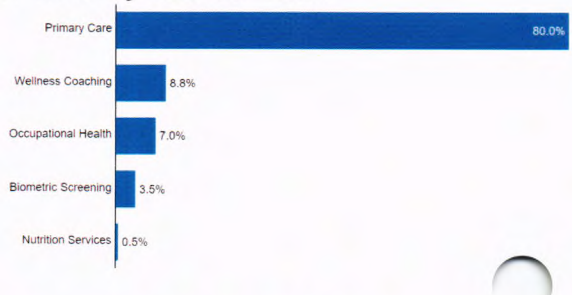
Visits & Members



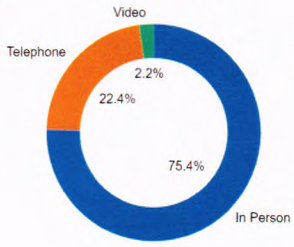
Visit Frequency - 2024



% of Visits by Service - 2024



% of Visits by Modality - 2024



Visits – A completed appointment that has an encounter type which indicates Premise provided services within Epic.
Members w/ a Visit *– Count of individual members who have come into the clinic for a visit. Individual members are only counted once during the time frame.*

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Town Of Smyrna TN

Penetration Rate (Rolling 12-Month)

Penetration Rate

Q1 2024 - Q4 2024

54.0%▲

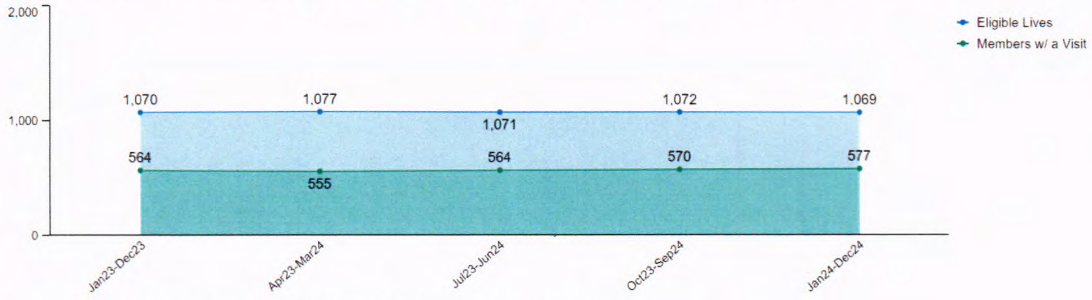
Q1 2023 - Q4 2023

52.7%

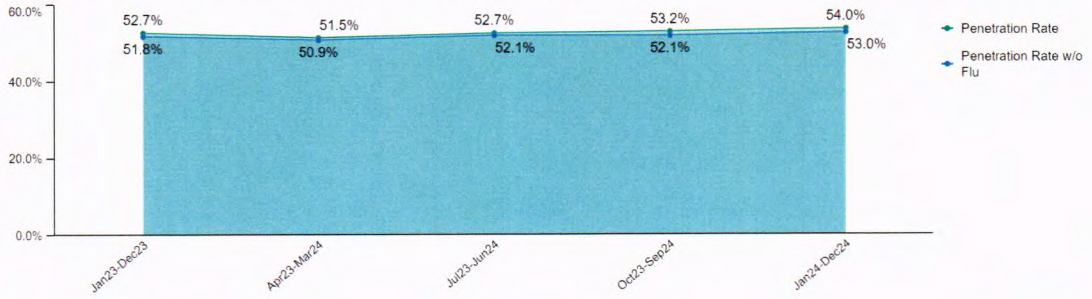
Penetration Rate:
Penetration Rate is calculated as a percentage, dividing Members with a Visit by Likely Eligible Lives. Likely Eligible Lives are sent to Premise via an Eligibility File. Eligible Lives count is determined by either applying a geographical radius around the site of the health center based on zip code, or other custom logic, typically provided by the client.

Rolling 12-Month Penetration Rate:
Each of the data points are representative of the prior 12 months. The Eligible Lives count totals represent an Average of Eligible Lives counts via files received during the 12-month timeframe shown.

Eligible Lives and Members w/ a Visit Rolling 12-Month Trend



Penetration Rate Rolling 12-Month Trend



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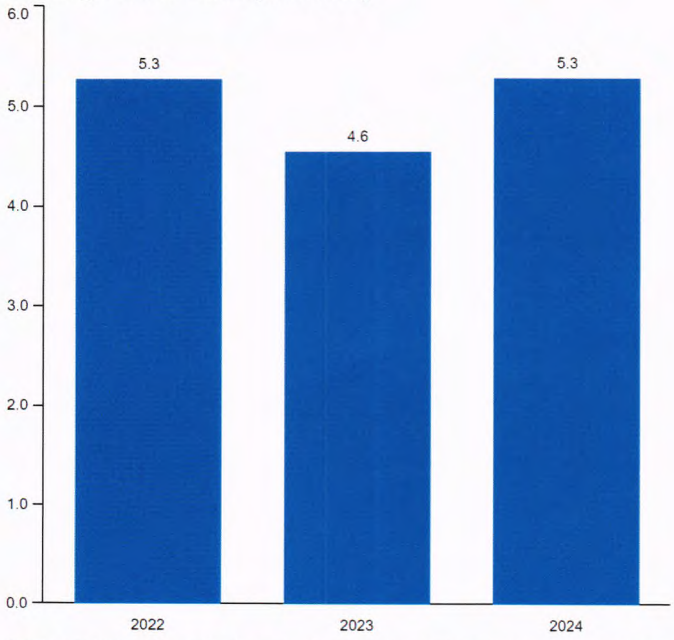
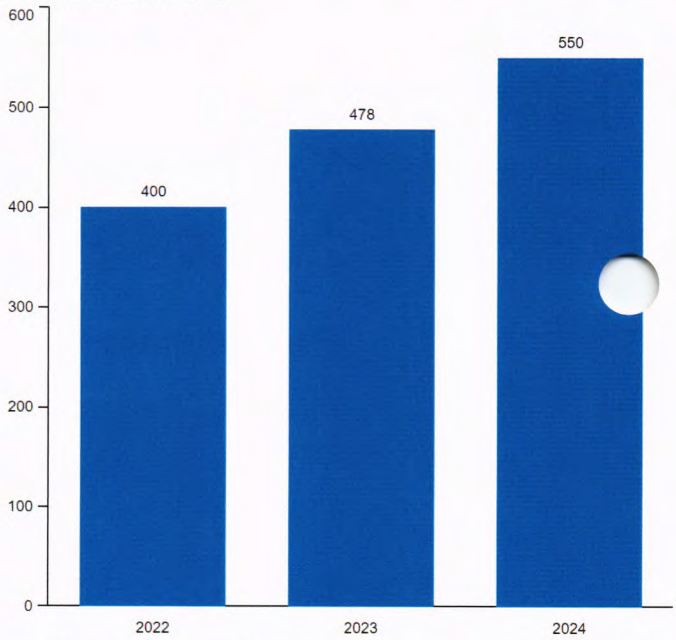
Town Of Smyrna TN
Member Experience

Average Wait Time (Minutes)



Portal Activations



Average Wait Time (Minutes) *– Average wait time in minutes is measured between a member checking in or appointment time, whichever is later, and rooming documentation being entered by the first clinician (includes MA, RN, NP, etc., whomever first sees the member when they are in exam room). Wait times over 24 hours are excluded from the logic.*
Portal Activations *– Cumulative count of individual members who have activated My Premise Health (portal).*

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Town Of Smyrna TN

NPS and Member Surveys Last 12 Months

Recommend %

Q1 2024 - Q4 2024

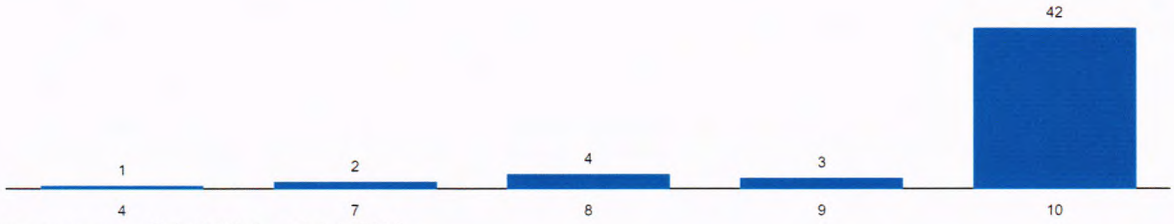
95.6%

NPS Score

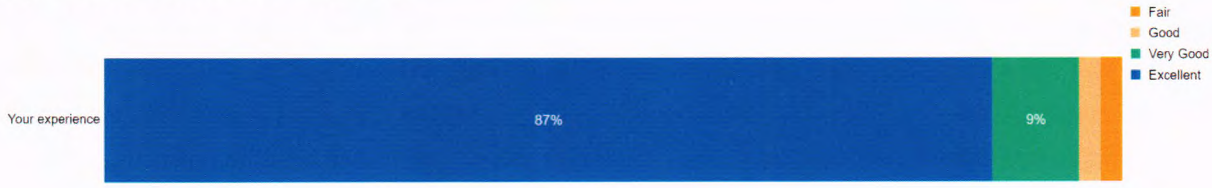
Q1 2024 - Q4 2024

85

How likely is it that you would recommend this healthcare service to a friend or colleague? – 2024



Member Survey Responses – Q1 2024 - Q4 2024



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Member Comments

ECHO Health Center | Operated by Premise Health.

ECHO Health Center

Appointment was right on time. Went in for a medication refill and it was ready. Literally was in and out in less than 10 mins. Remarkable! **02/05/24**

Just the time and care that is taken by the staff. I feel heard and I feel like Rhonda works very hard to help find the best solutions. **03/18/24**

The staff there are outstanding!! **05/20/24**

Rhonda Marcum explains things where you can understand. She also does not rush you out the door. Very pleasant and caring!!! **07/15/24**

Your staff cares about the patients and educates about the problem. **09/05/24**

Rhonda Marcum is a wonderful provider, very thorough and knowledgeable and caring! Thank you! **12/09/24**

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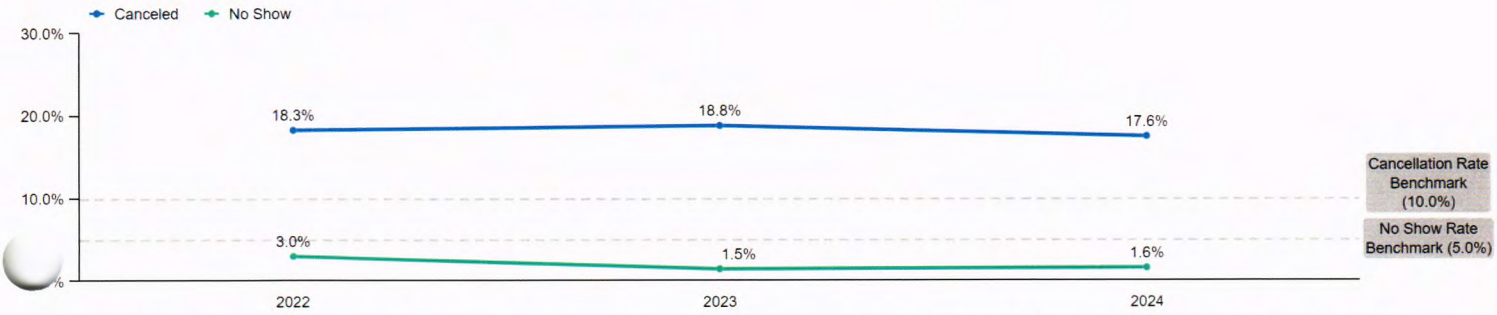
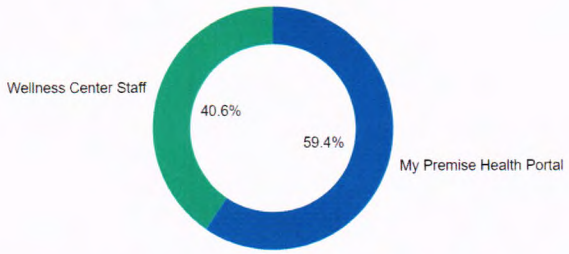
Town Of Smyrna TN
Appointment Scheduling

Scheduled Appointment Trend - Canceled and No Shows



Cancellation Rate *– % of appointments canceled during the time frame.*
No Show Rate *– % of appointments which occurred when a member did not show for the appointmer*

Appointment Scheduling Method - 2024



Wellness Center Staff *– % of appointments scheduled by Front Desk/Premise Health staff.*
My Premise Health Portal *– % of appointments scheduled via My Premise Health Portal.*

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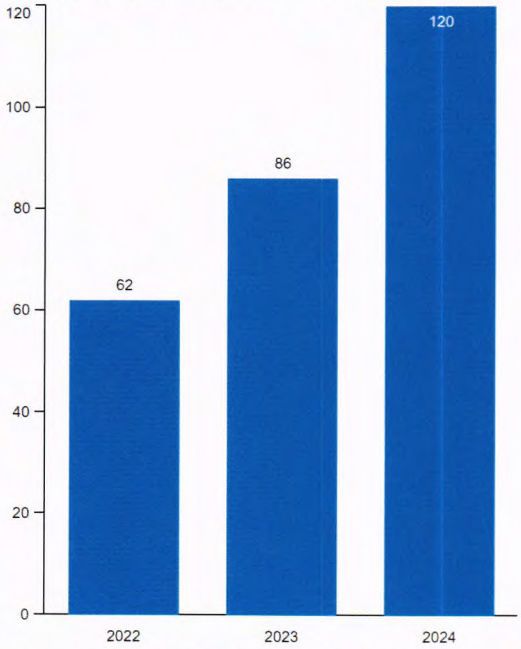
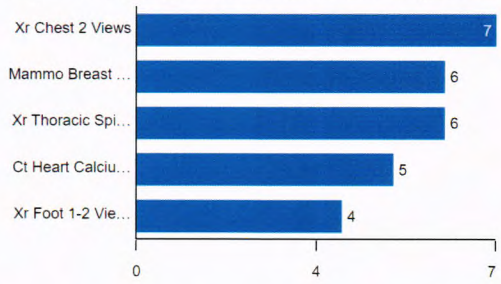
Town Of Smyrna TN
Imaging

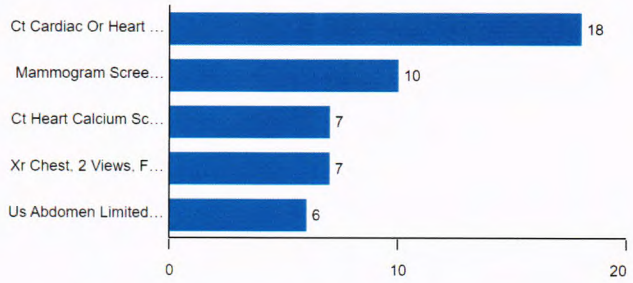
Imaging Ordered and Completed



Top 5 Imaging Ordered and Completed - 2023



Top 5 Imaging Ordered and Completed - 2024



Imaging *– This metric is for offsite (and onsite, if applicable) imaging services ordered and completed (results sent back to Premise). Imaging services included in the report are based on "imaging services completed date" during the timeframe.*

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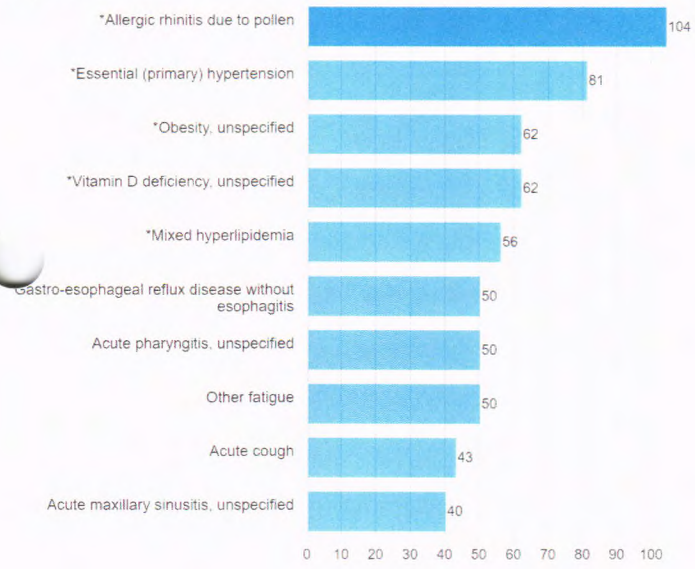
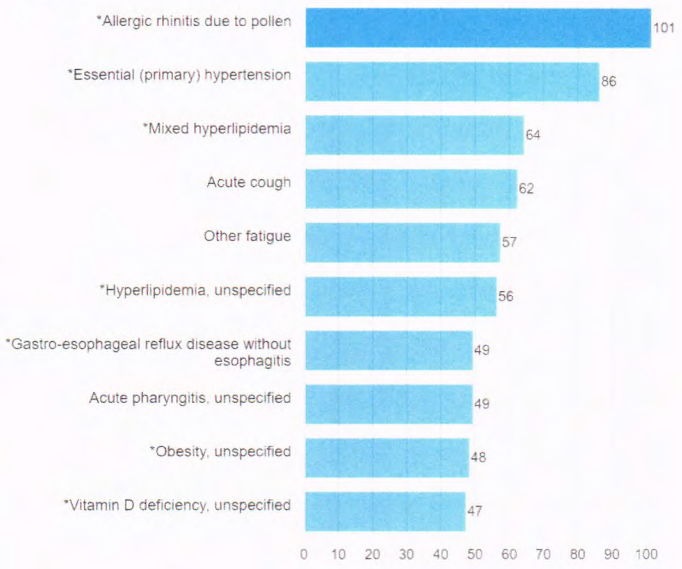
Town Of Smyrna TN
Diagnosis

Top 10 Members Count by Diagnosis - 2023



Top 10 Members Count by Diagnosis - 2024



Top 10 Diagnosis - Unique Members *– Unique count of members with at least one diagnosis with a diagnosis code starting with "A-T". "A-T" codes are ICD 10 codes that are used for visits that are related to illness, symptoms, conditions. Asterisk indicates a chronic condition, and no asterisk indicates an acute condition. For more details on ICD 10 codes, visit https://www.hcup-us.ahrq.gov/toolssoftware/chronic_icd10/chronic_icd10.jsp*

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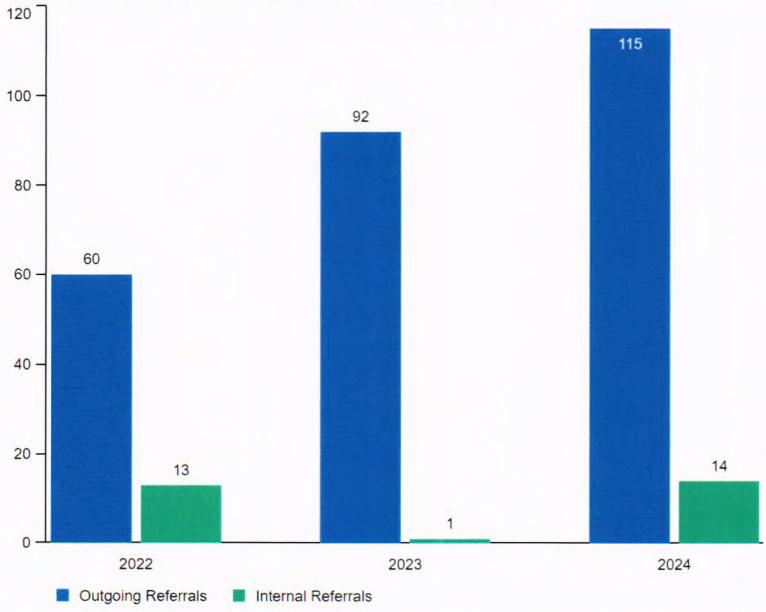
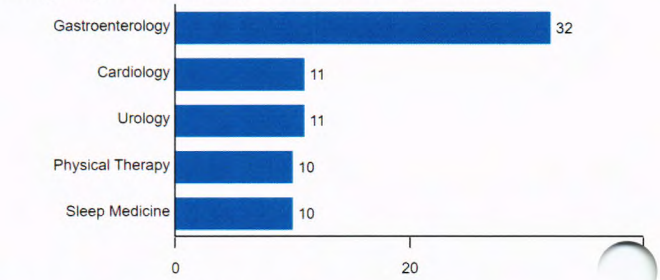
Town Of Smyrna TN
Referrals – Outgoing and Internal

Internal and Outgoing Referrals - 2024

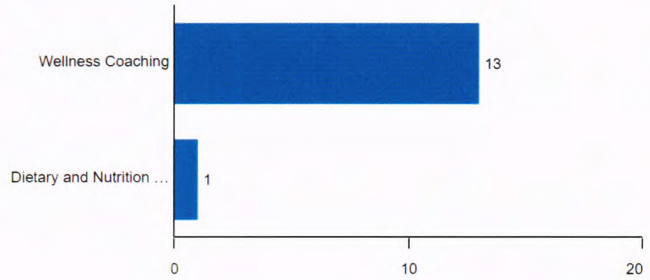


Outgoing Referrals – Count of total referrals made to providers not affiliated with the Premise Health Center.
Internal Referrals – Count of total referrals that are made to services that are supplied by Premise Health.

Outgoing Referrals by Top 5 Specialty - 2024



Internal Referrals by Top 5 Specialty - 2024



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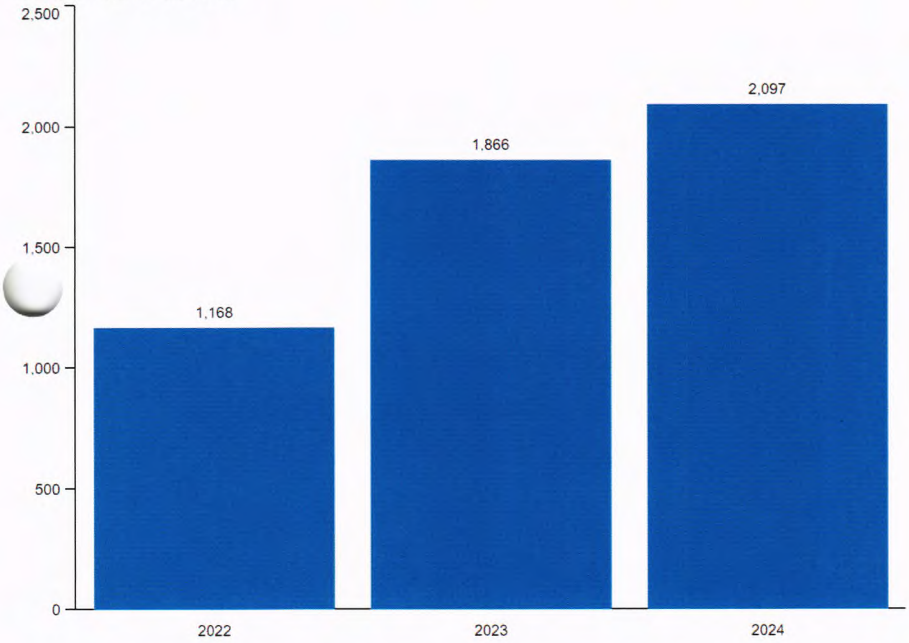
Town Of Smyrna TN
Labs Trend

Total Labs Trend



Total Labs *– This metric is for onsite and offsite lab services ordered and completed (results sent back to Premise). Labs included in the report are based on "lab completed date" during the timeframe.*

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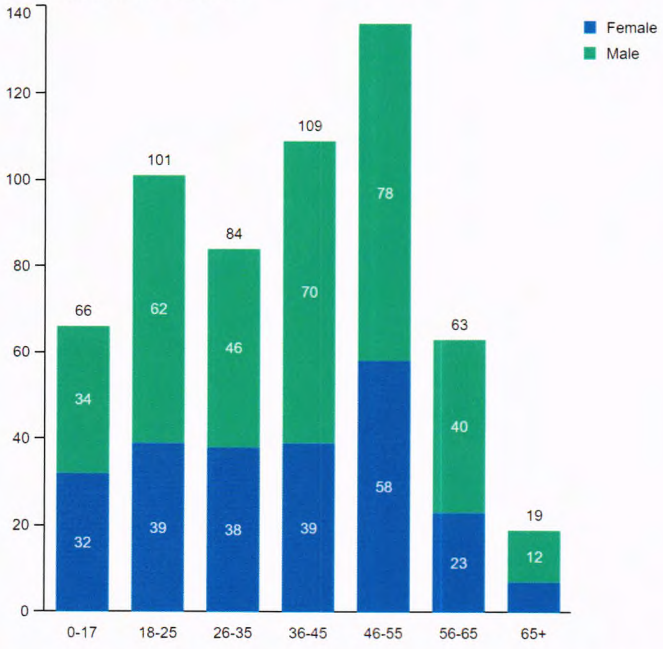
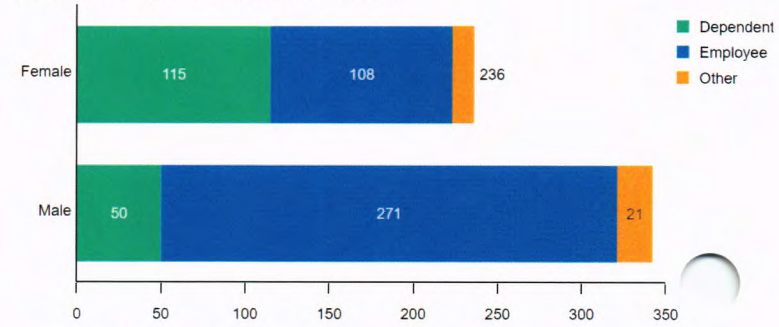
Town Of Smyrna TN
Member Demographics

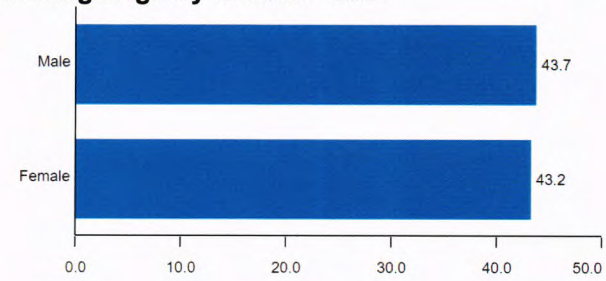
Members w/a Visit by Age Band and Gender Distribution - 2024



Relationship Breakdown - 2024



Average Age by Gender - 2024



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Town Of Smyrna TN
Metrics Table

Metric	2022	2023	2024
Visits	1,452	2,008	2,114
Members w/ a Visit	477	565	578
Provider Visits	1,298	1,945	1,945
Members w/ a Provider Visit	448	555	567
Wait Time	5.3	4.6	5.3
[illegible] Activations	1,202	1,816	2,085
Cancellation %	18.3%	18.8%	17.6%
No Show %	3.0%	1.5%	1.6%
Non-COVID Visits	1,452	2,008	2,111
Non-Flu Visits	1,363	1,942	2,059

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Town Of Smyrna TN
LOS Metrics

	Visits			Wait Time			Members w/a Visit		
LOS	2022	2023	2024	2022	2023	2024	2022	2023	2024
Primary Care	1,124	1,551	1,691	5.3	4.1	5.7	378	429	453
Wellness Coaching	133	202	187	6.1	3.9	4.7	87	180	147
Occupational Health	96	149	149	3.7	11.3	1.9	94	145	146
Biometric Screening	97	106	74	5.2	2.0	4.9	94	101	72
Nutrition Services	2	-	10	0.7	-	1.7	2	-	6

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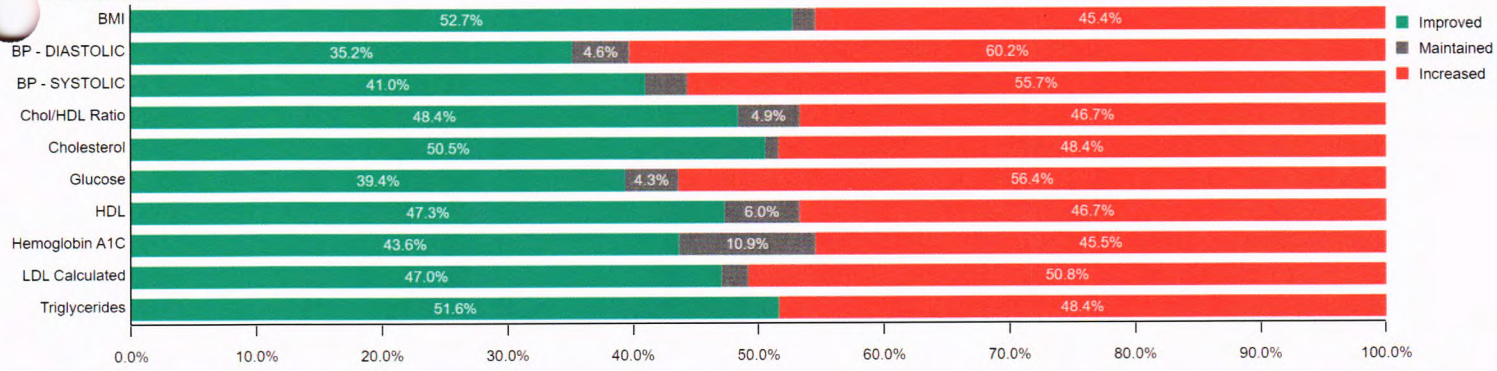
Town Of Smyrna TN

Outcomes

Average Lab Values

MEASURE	BMI	BP - DIASTOLIC	BP - SYSTOLIC	Chol/HDL Ratio	Cholesterol	Glucose	HDL	Hemoglobin A1C	LDL Calculated	Triglycerides
First Value (FV)	30.1	73.0	119.6	4.0	192.6	93.8	51.7	6.2	117.7	131.0
Last Value (LV)	41.6	75.1	119.8	3.8	187.8	98.5	52.4	6.1	113.7	121.3
Variance %(V%)	▲ 38%	▲ 3%	▲ 0%	▼ 4%	▼ 2%	▲ 5%	▲ 1%	▼ 0%	▼ 3%	▼ 7%
Member Count (N#)	328	327	327	182	186	188	184	55	185	186

Cohort Results



Cohort Time Period - Member must have a value for each 12 month period in the previous 24 months.

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ROI Report

Q4 2024

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Value – Savings Summary

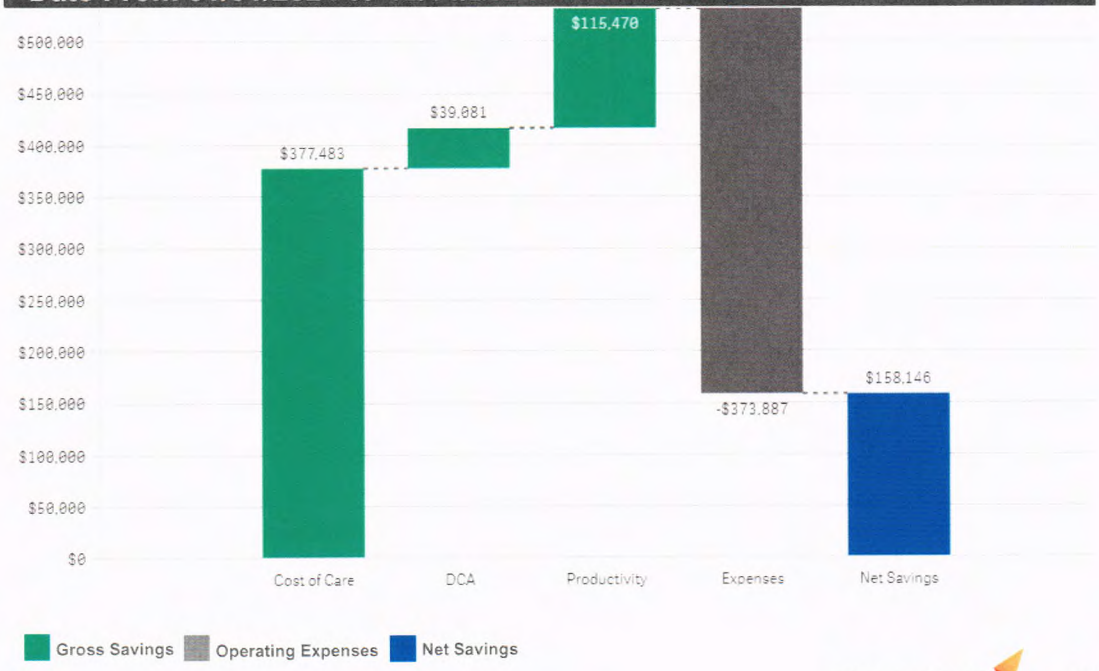
ROI

Current Period

Date From 01/01/2024 to 12/31/2024

1.4

Total Savings
Date From 01/01/2024 to 12/31/2024



*DCA = Direct Cost Avoidance

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Value – Detailed Savings

+$377,483	**435** Unique Clinic Users[1]	**Cost of Care Savings**				
		182 Attributed Clinic Users (435 * 41.9% Attribution Rate)	✖	**$1,871** PMPY Savings[5] (Premise Study Rate x -2% Geographic Adjustment)	=	**$340,987**
		253 Other Clinic Users (435 - 182 Attributed Users)	✖	**$144** Saved from Avoided Services (Premise Study Rate x -2% Geographic Adjustment)	=	**$36,495**
+$39,081	**2,000** Procedures	**DCA Savings from Other Services**				
		2,000 Procedure Codes[2]	✖	**$ Value** from Fee Schedule[3]	=	**$39,081**
+$115,470	**1,283** Employee Visits	**Productivity Savings**				
		1,283 Employee Visits[4]	✖	**$30.00** Avg Hourly Wage ✖ **3.00** Hours Saved	=	**$115,**
=$532,033	**Total Gross Savings**					
- $373,887	**Total Gross Operating Expenses**					

= $158,146 Total Net Savings

ROI : 1.4

1 Count of unique members with services that are associated with lower total medical & pharmacy PMPM costs of care (ex: Primary Care, Behavioral Health, Nutrition, etc.); Source: Epic EMR.

2 Count of procedures for services that are a direct replacement of community services and do not contribute towards attribution and reduce cost of care; Source: Epic EMR.

3 Our fees are primarily based on commercial claims data, when available. If a commercial rate is not available, value is sourced from publicly available fee schedules which may include Medicare and/or Worker's Compensation.

4 Count of employee visits for lines of service applicable to the site's scope of practice where time is saved from visiting community providers; excludes all procedures in "Health Center Events" category.

5 PMPY displayed accounts for the number of quarters contained within the savings detail. Example: 4 quarters will display 100% of the PMPY, 3 quarters will display 75% of the PMPY, 2 quarters will display 50% of the PMPY, and 1 quarter will display 25% of the ROI.

6 Date From 01/01/2024 to 12/31/2024

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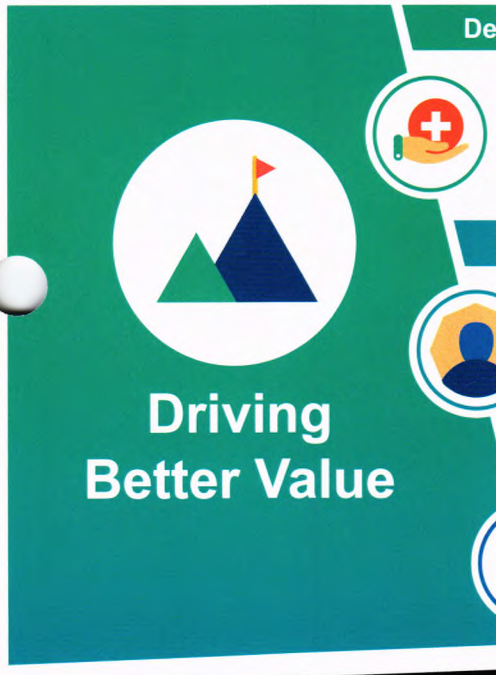
Key Goals and Objectives for 2025



Delivering Highest Quality Care

- A1c Control
- HTN Control
- BMI Screening & F/U
- Depression Screening & F/U
- Cancer Screening – Breast
- Cancer Screening – Cervical
- Cancer Screening – Colorectal

More Members

- Engaged PCP Attribution
- Utilization
- Penetration
- Portal Activation

Enhancing Experience for All

- Member Experience
- Team Member Experience
- Client Experience

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2025 Member Engagement Strategy

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Awareness Campaigns

Members will receive monthly awareness email campaigns based on set, strategically curated themes to keep healthcare benefits top of mind for members, with options to supplement onsite with digital or print collateral

Imagery

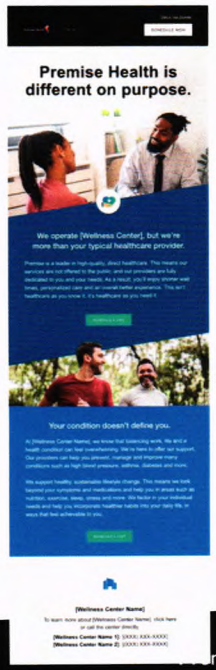
Relevant to employer, union or health plan audience

Set Strategic Themes

Preplanned monthly content highlights differentiators between Premise Health centers and community providers so when members need healthcare, they choose to leverage onsite, nearsite or virtual care benefits

Health Education Module

Focused on primary care and/or priority service lines for the center to drive utilization of available services



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2025 Awareness Campaigns – Strategic Themes & Health Topics

Q1	**JAN** **The Premise Health difference.** **Premise Value Prop(s)**: Affordable, Quality, Dedicated, Personal **Health EDU Topic**: Care for your conditions	**FEB** **Get, stay and be well.** **Premise Value Prop(s)**: Quality, Personal, Whole-Person Care **Health EDU Topic**: Heart health (Q1 webinar)	**MAR** **What it means to be a "member."** **Premise Value Prop(s)**: Affordable, Convenient, Quality, Personal **Health EDU Topic**: PCP attribution
Q2	**APR** **With us, it's personal.** **Premise Value Prop(s)**: Quality, Dedicated, Convenient **Health EDU Topic**: Lifestyle medicine (Q2 webinar)	**MAY** **Designed exclusively for you.** **Premise Value Prop(s)**: Personal, Whole-Person Care **Health EDU Topic**: Biometric screenings	**JUN** **Your health and wellness ally.** **Premise Value Prop(s)**: Quality **Health EDU Topic**: Vaccines
Q3	**JUL** **We won't keep you waiting.** **Premise Value Prop(s)**: Convenient **Health EDU Topic**: Brain health (Q3 webinar)	**AUG** **Need an appointment now?** **Premise Value Prop(s)**: Convenient **Health EDU Topic**: Annual physicals	**SEP** **Care that's convenient.** **Premise Value Prop(s)**: Convenient, Virtual **Health EDU Topic**: Flu shots
Q4	**OCT** **We're available virtually.** **Premise Value Prop(s)**: Virtual, Convenient **Health EDU Topic**: Cold, flu, COVID	**NOV** **Care is a conversation. (SDOH tie-in)** **Premise Value Prop(s)**: Inclusive, Health Equity / SDOH, Quality **Health EDU Topic**: Rest / meditation (Q4 webinar)	**DEC** **All walks of life are welcome.** **Premise Value Prop(s)**: Inclusive, Quality **Health EDU Topic**: Mental health

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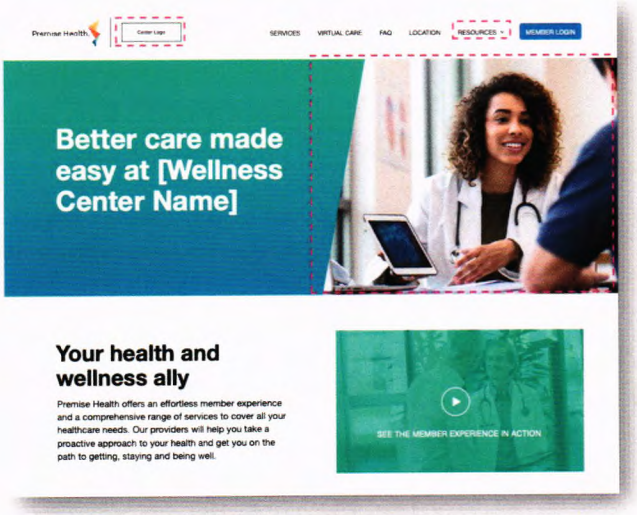
Microsite

Each client receives a custom microsite build, ensuring members can learn about health center options and services via web or mobile at their convenience

Microsites serve as the **central resource** for members when they look for information about the services available to them at their physical wellness center or through the digital wellness center.

Client microsites help **drive awareness, consideration** and **selection** for the services provided to members.

The ECHO Health Center | Premise Health



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Additional Marketing Options

Magnets

Top of mind reminder for dependents

Service Flyers

Focused on virtual care for the center to drive utilization of dependent population

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Additional Member Engagement Strategies

Engagement Opportunities:

- Offer Health Center Orientations to welcome new employees.
- Integrate Health Center details into the client's new hire packet.
- Send a six-week post-hire follow-up note through the portal.
- Feature My Premise Health portal sign-up in new hire activities.
- Engage in Open Enrollment activities and communications.

'cal Team – Outreach and Opportunities

- Reach out to no-shows and those who missed appointments to arrange rescheduling, facilitating immediate rebooking during cancellation calls.
- Schedule follow-up appointments and internal referrals before members leave the Health Center or conclude virtual visits.
- Employ post-visit follow-ups with members 1-2 days after their appointment.
- Maintain a "will call" or wait list for members seeking same-day appointments.
- Contact members with pending labs, referrals, or wellness reminders.
- Utilize bulk messaging to communicate with members through active My Premise Health portal accounts, delivering scripted messages to specific criteria-defined groups (e.g., members with upcoming birthdays in need of annual physicals).

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Attachment 5b

Premise Health

Town Of Smyrna TN

Epic Quarterly Report

Q2-2025

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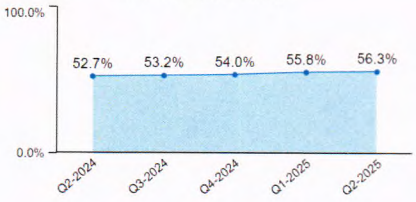
Town Of Smyrna TN 2025 YTD Epic Dashboard

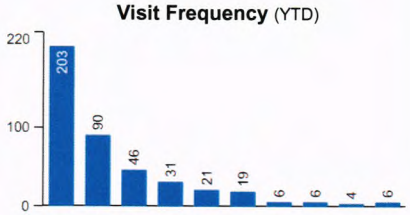
Utilization Indicators

Visits	Provider Visits	Members w/ a Visit	Members w/ a Provider Visit	New Members
YTD	YTD	YTD	YTD	YTD
1,070	**883**	**432**	**400**	**129**
Prior YTD	Prior YTD	Prior YTD	Prior YTD	Prior YTD
895	**871**	**379**	**379**	**121**

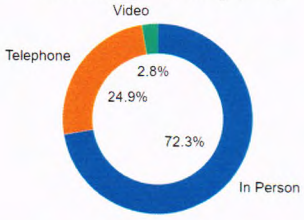
Penetration Rate



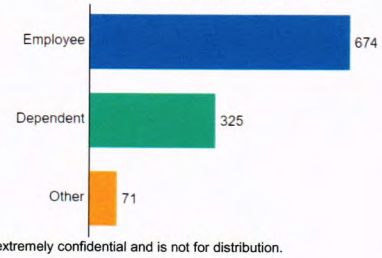
Visit Frequency (YTD)



% Visits by Modality (YTD)

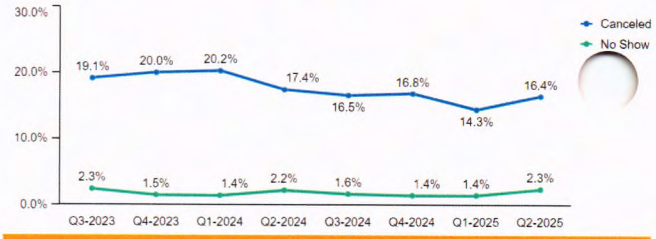


Visits by Relationship (YTD)



Scheduling

Appointments Made	Cancellation Rate	No-Show Rate
YTD	YTD	YTD
1,381	**15.4%**	**1.9%**
Prior YTD	Prior YTD	Prior YTD
1,182	**18.8%**	**1.8%**



Member Experience

Net Promoter Score	Portal Activations	PC Wait Time
YTD	Q2-2025	YTD
93	**578**	**9.6**
Prior YTD	Q2-2024	Prior YTD
82	**515**	**2.5**

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Town Of Smyrna TN

Utilization Summary – Visits

Visits

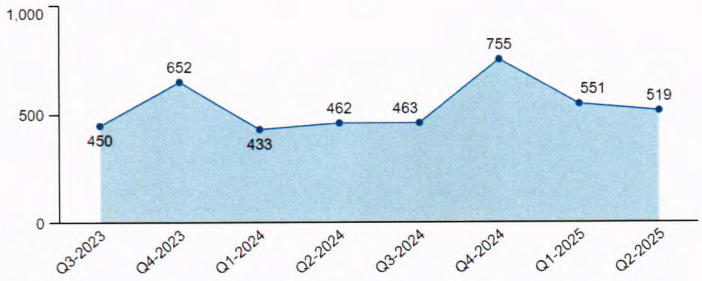
Q2-2025

519▲

Q2-2024

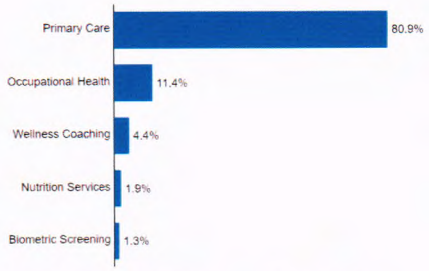
462

Visits Trend



% of Visits by Service

Q2-2025



Members w/ a Visit

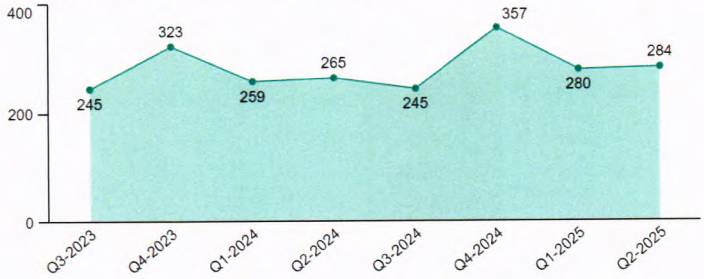
Q2-2025

284▲

Q2-2024

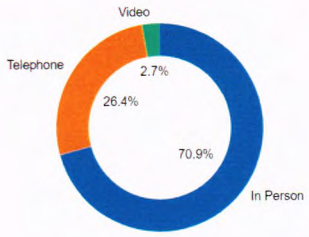
265

Members w/ a Visit Trend



% of Visits by Modality

Q2-2025



Visits – A completed appointment that has an encounter type which indicates Premise provided services within Epic.
Members w/ a Visit – Count of individual members who have come into the clinic for a visit. Individual members are only counted once during the time frame.

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Town Of Smyrna TN

Utilization Summary – Provider Visits

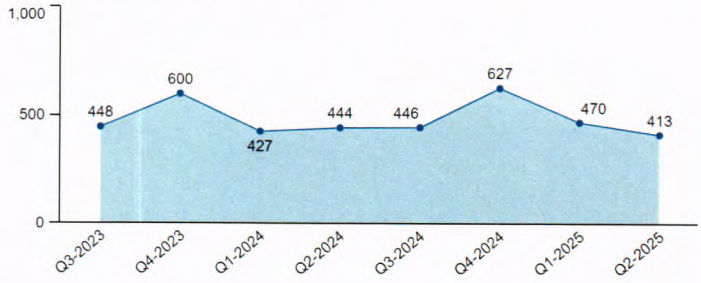
Provider Visits
Q2-2025
413▼

Q2-2024
444

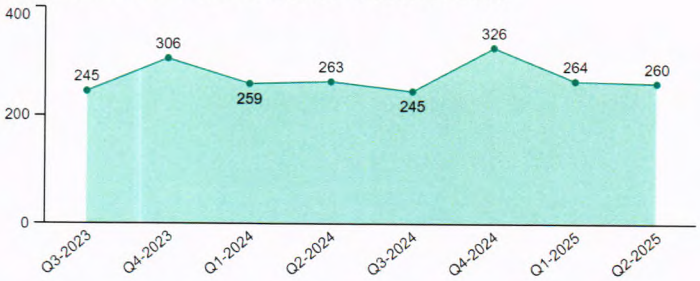
Members w/ a Provider Visit
Q2-2025
260▼

Q2-2024
263

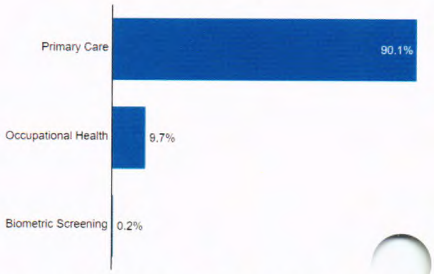
Provider Visits Trend



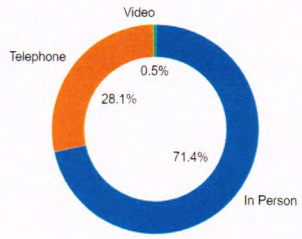
Members w/ a Provider Visit Trend



% of Provider Visits by Service
Q2-2025



% of Provider Visits by Modality
Q2-2025



Provider Visits – Count of completed visits performed by a MD, NP, PA or DO either onsite, nearsite or virtual.
Provider Members – Count of individual members who had a visit with the Provider. Individual members are only counted once in the time frame.

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Town Of Smyrna TN

Member Experience

Average Wait Time (Minutes)

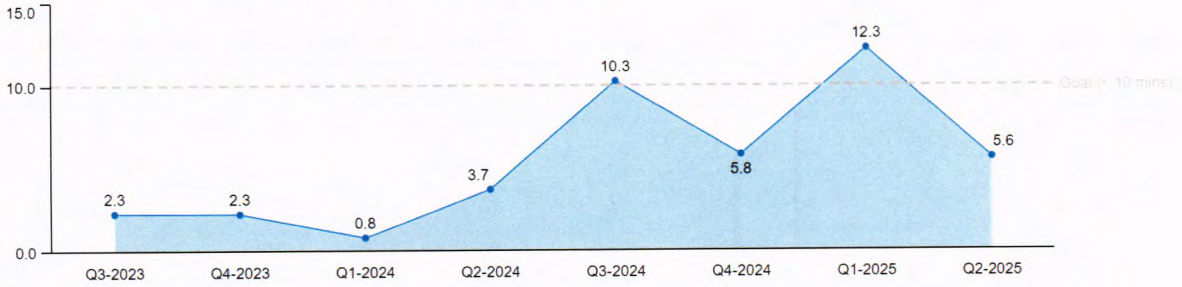
Q2-2025

5.6▲

Q2-2024

3.7

Average Wait Time (Minutes) Trend



Portal Activations

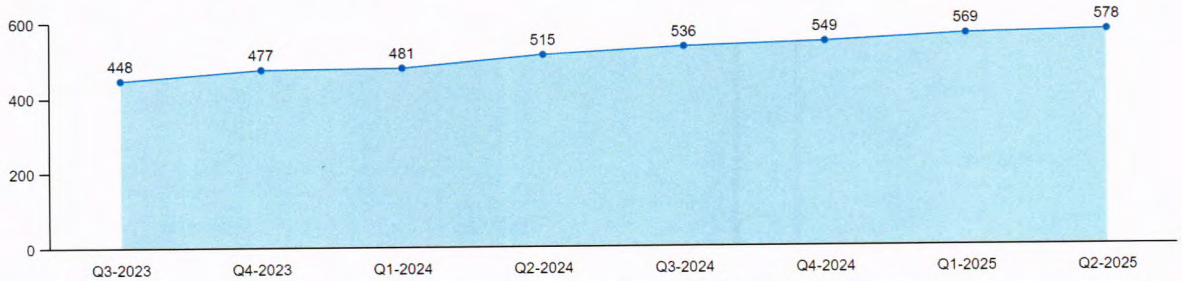
Q2-2025

578▲

Q2-2024

515

Portal Activations Trend



Average Wait Time (Minutes) *– Average wait time in minutes is measured between a member checking in or appointment time, whichever is later, and rooming documentation being entered by the first clinician (includes MA, RN, NP, etc., whomever first sees the member when they are in exam room). Wait times over 24 hours are excluded from the logic.*

Portal Activations *– Cumulative count of individual members who have activated My Premise Health (portal).*

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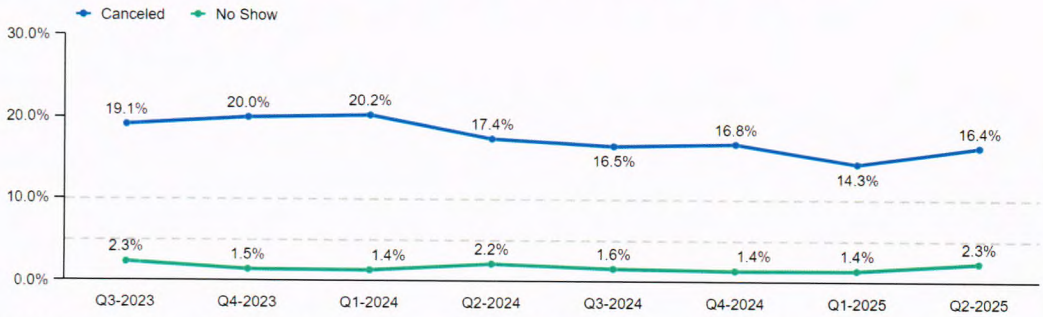
Town Of Smyrna TN
Appointment Scheduling

Scheduled Appointments
Q2-2025
684▲

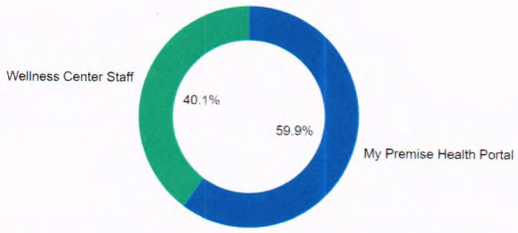
Q2-2024
604

Scheduled Appointment Trend – Canceled and No Shows



Cancellation Rate *– % of appointments canceled during the time frame.*
No Show Rate *– % of appointments which occurred when a member did not show for the appointment.*

Appointment Scheduling Method
Q2-2025



Wellness Center Staff *– % of appointments scheduled by Front Desk/Premise Health staff.*
My Premise Health Portal *– % of appointments scheduled via My Premise Health Portal.*

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Town Of Smyrna TN
Labs

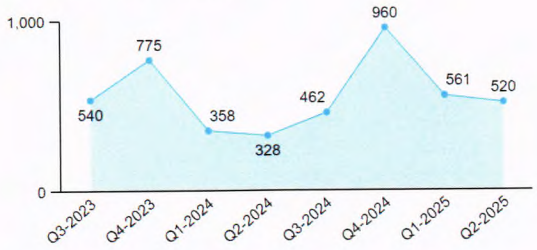
Total Labs
Q2-2025

520▲

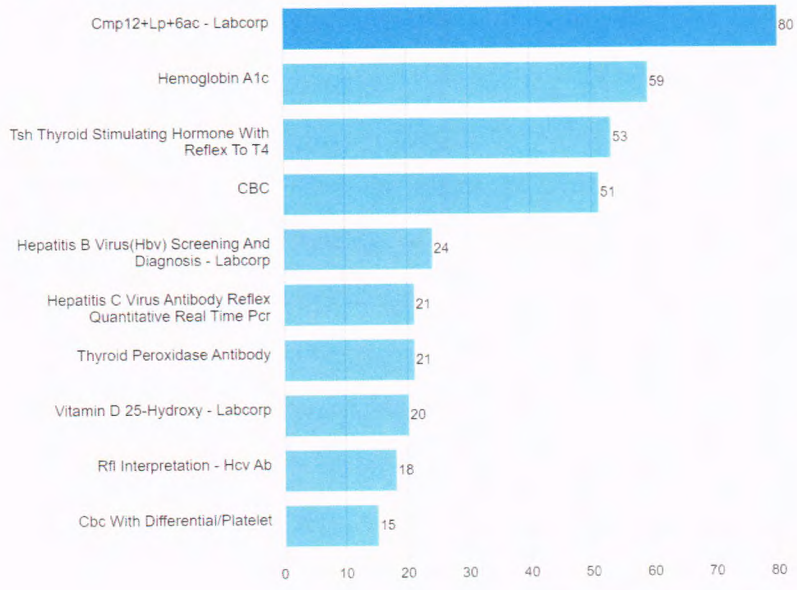
Q2-2024

328

Total Labs Trend



Top 10 Labs – Q2-2025



Total Labs *– This metric is for onsite and offsite lab services ordered and completed (results sent back to Premise). Labs included in the report are based on "lab completed date" during the timeframe.*

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Town Of Smyrna TN

Medications Ordered

Generic Prescription Rate

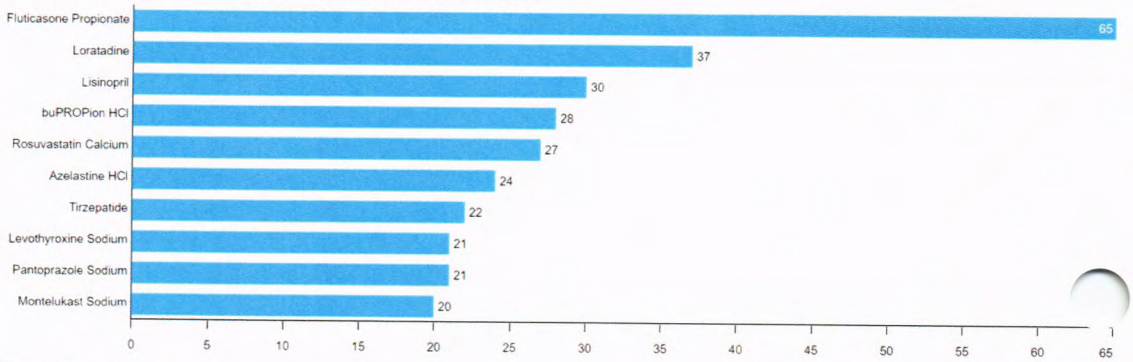
Q2-2025

91.5% ▼

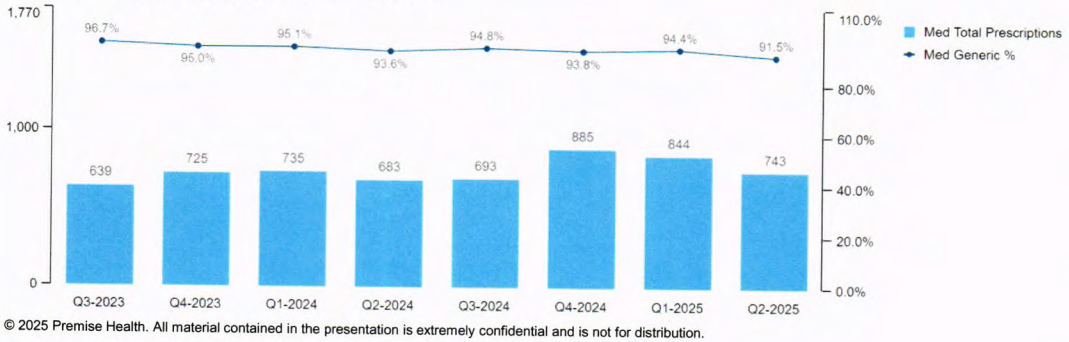
Q2-2024

93.6%

Top 10 Prescribed Medications – Q2-2025



Prescribed Medications Trend



Generic Prescribing Rate *– Generic Prescribing Rate is the percentage of total prescribed medications designated Dispensed As Written.*

This includes drugs which: are generic OR are Multi-Source where Dispensed As Written (DAW) is not selected AND are NOT BRAND ONLY (single source).

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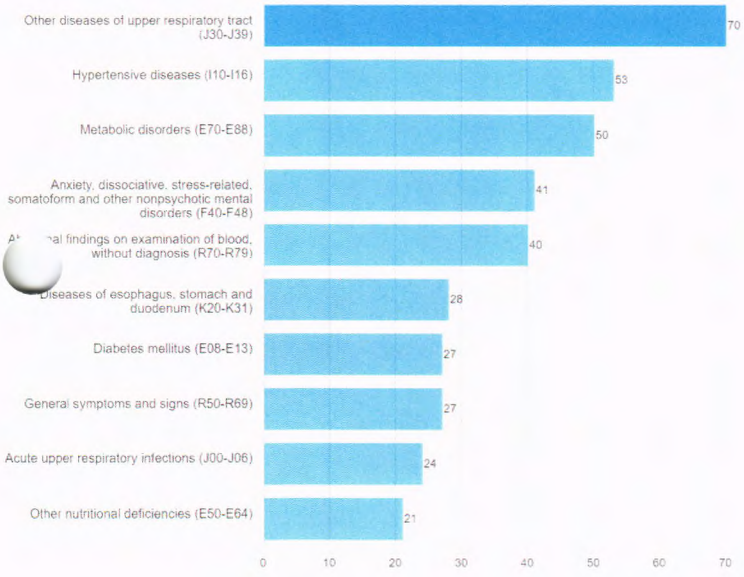
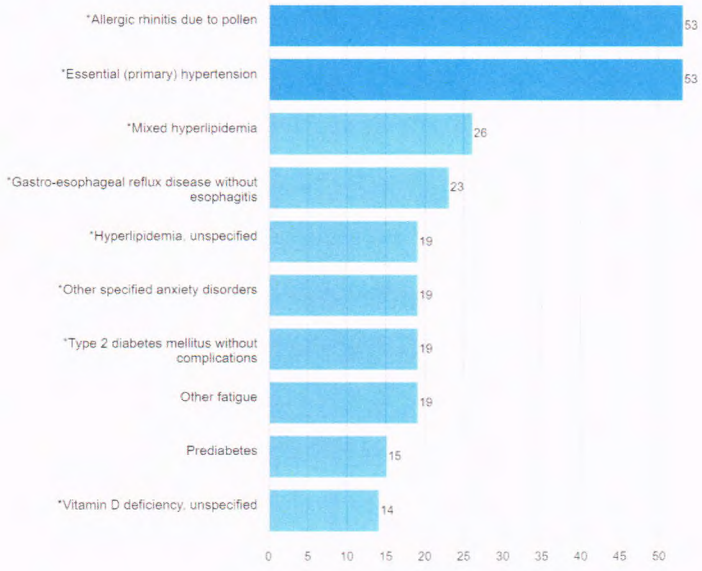
Diagnosis

Top 10 Members Count by DRG – Q2-2025



Top 10 Members Count by Diagnosis – Q2-2025



Top 10 Diagnosis - Unique Members – *Unique count of members with at least one diagnosis with a diagnosis code starting with "A-T". "A-T" codes are ICD 10 codes that are used for visits that are related to illness, symptoms, conditions. Asterisk indicates a chronic condition, and no asterisk indicates an acute condition. For more details on ICD 10 codes, visit https://www.hcup-us.ahrq.gov/toolssoftware/chronic_icd10/chronic_icd10.jsp*

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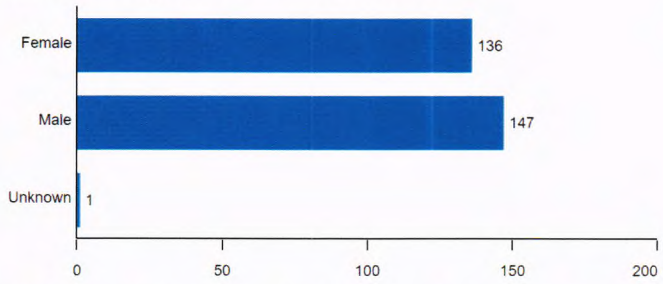
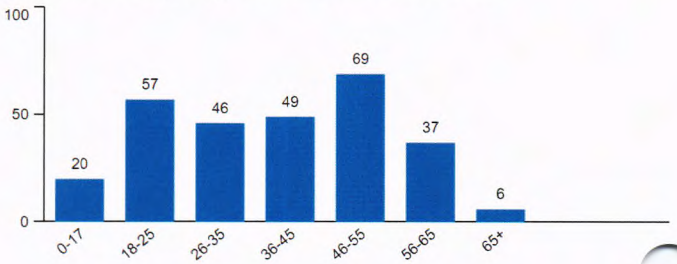
Town Of Smyrna TN
Member Demographics

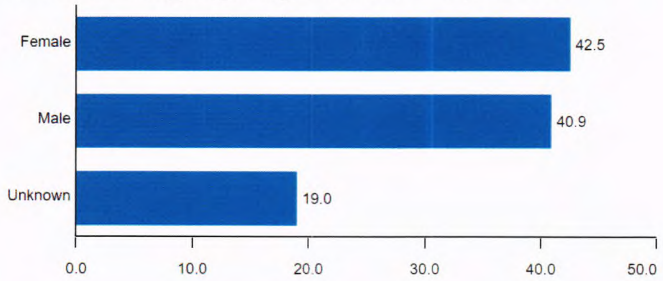
Members by Gender – Q2-2025



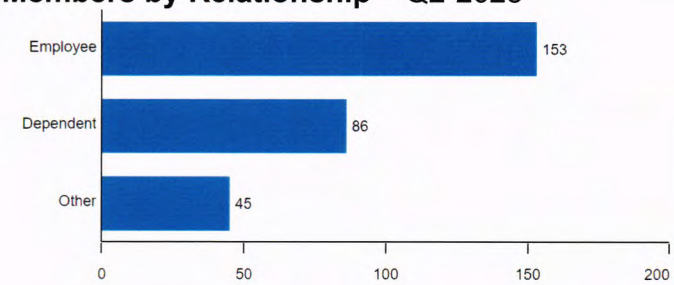
Members by Age Bands – Q2-2025



Members Avg Age by Gender – Q2-2025



Members by Relationship – Q2-2025



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Town Of Smyrna TN

Clinical Quality – Diabetes

DM: HbA1c Testing

Q2-2024 (n = 23)	Q2-2025 (n = 25)
95.65%▲	100.00%▲
Benchmark 91.24% (+4.41%)	Benchmark 91.24% (+8.76%)

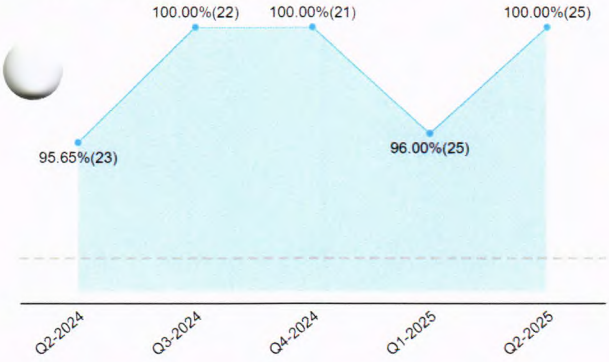
'n' represents Sample Size or the number of members in a group.

Results for sample sizes less than 30 should not be considered statistically significant.

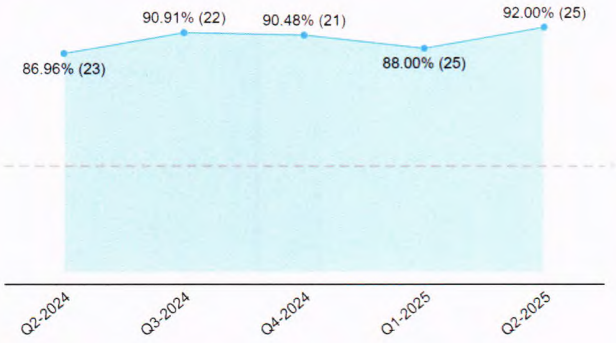
DM: HbA1c Control < 8%

Q2-2024 (n = 23)	Q2-2025 (n = 25)
86.96%▲	92.00%▲
HEDIS 65.38% (+21.58%)	HEDIS 65.38% (+26.62%)

DM: HbA1c Testing Trend



DM: HbA1c Control Trend



DM: HbA1c Testing *– Percentage of attributed Diabetics with HbA1c testing in the past 12 months. Below the client's rate. the most recent HEDIS National PPO & EPO average at the 75th percentile benchmark is displayed.*

DM: HbA1c Control *– Percentage of attributed members diagnosed with Diabetes and the last HbA1c is less than 8.*

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Town Of Smyrna TN

Clinical Quality – Hypertension

HTN: BP Measurement

Q2-2024 (n = 60)	Q2-2025 (n = 67)
98.33%▲	100.00%▲
Benchmark 90.00% (+8.33%)	Benchmark 90.00% (+10.00%)

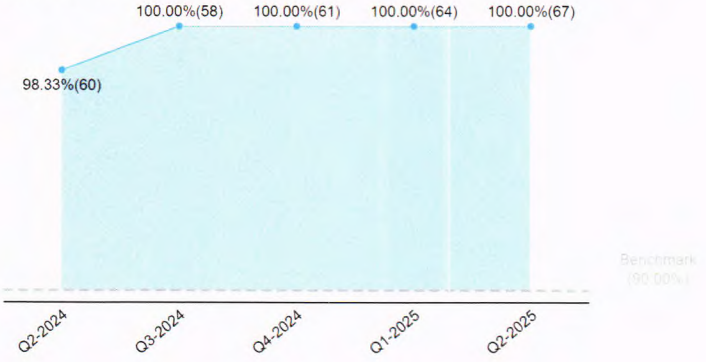
'n' represents Sample Size or the number of members in a group.

Results for sample sizes less than 30 should not be considered statistically significant.

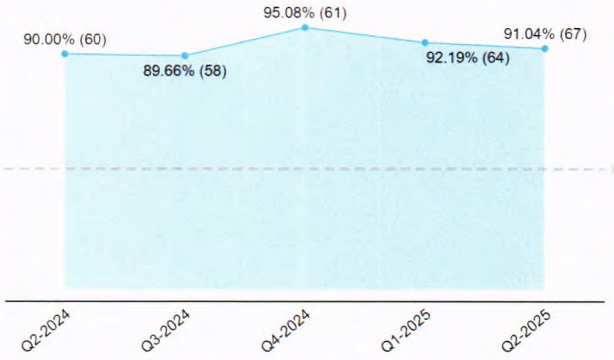
HTN: BP Control < 140/90

Q2-2024 (n = 60)	Q2-2025 (n = 67)
90.00%▲	91.04%▲
HEDIS 68.10% (+21.90%)	HEDIS 68.10% (+22.94%)

HTN: BP Measurement Trend



HTN: BP Control Trend



HTN: BP Measurement *– Percentage of attributed Hypertensives aged 18-75 with a blood pressure measurement in the past 12 months. Below the client's rate, the Premise Health benchmark is displayed (this is not a HEDIS average).*

HTN: BP Control *– Percentage of attributed members diagnosed with Hypertension and the last blood pressure reading is less than 140/90.*

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Town Of Smyrna TN

Clinical Quality – Depression, BMI, and Low Back Pain

Depression Screening & Follow-up

Q2-2024 (n = 133)	Q2-2025 (n = 192)
81.95%▲	93.23%▲
Benchmark 80.00% (+1.95%)	Benchmark 80.00% (+13.23%)

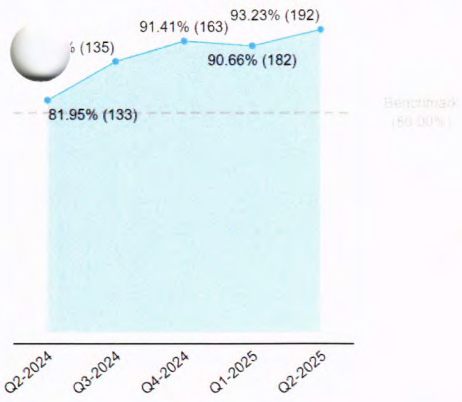
BMI Screening & Follow-up

Q2-2024 (n = 148)	Q2-2025 (n = 198)
86.49%▲	94.44%▲
Benchmark 80.00% (+6.49%)	Benchmark 80.00% (+14.44%)

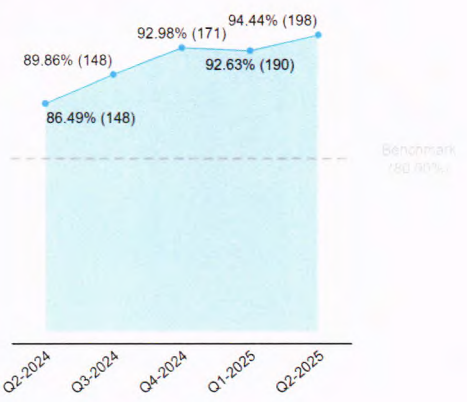
Low Back Pain & Imaging

Q2-2024 (n = 8)	Q2-2025 (n = 9)
100.00%▲	88.89%▲
HEDIS 76.73% (+23.27%)	HEDIS 76.73% (+12.16%)

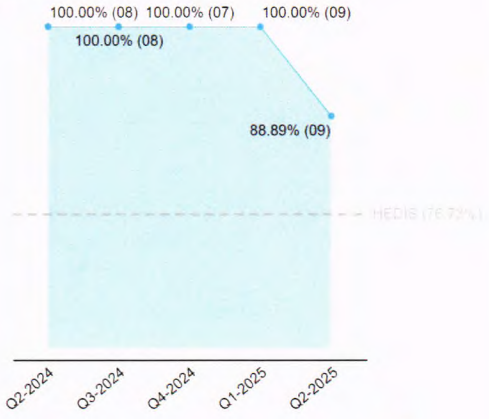
Depression Screening & Follow-up Trend



BMI Screening & Follow-up Trend



Low Back Pain & Imaging Trend



'n' represents Sample Size or the number of members in a group.
Results for sample sizes less than 30 should not be considered statistically significant.

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Town Of Smyrna TN
Biometric Snapshot

		Low Risk	Moderate Risk	High Risk
BMI (Population: 492)	Number of Participants	104	172	216
	Percentage	21.1%	35.0%	43.9%
	Units	<=24.9	25.0-29.9	>=30.0
BP Diastolic (Population: 493)	Number of Participants	316	162	15
	Percentage	64.1%	32.9%	3.0%
	Units	<80 mm HG	80-89 mm HG	>=90 mm HG
BP Systolic (Population: 493)	Number of Participants	229	250	14
	Percentage	46.5%	50.7%	2.8%
	Units	<120 mm HG	120-139 mm HG	>=140 mm HG
Glucose (Population: 305)	Number of Participants	295	10	0
	Percentage	96.7%	3.3%	0.0%
	Units	<140 mg/dl	140-200 mg/dl	-
HDL (Population: 304)	Number of Participants	68	163	73
	Percentage	22.4%	53.6%	24.0%
	Units	>=60 mg/dl	40-59 mg/dl	<40 mg/dl

Biometric Snapshot – *Includes any individual members who have come into the clinic for any visit and biometrics were captured in the last 12 months.*

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Town Of Smyrna TN
Biometric Snapshot continued

		Low Risk	Moderate Risk	High Risk
Hemoglobin A1c (Population: 163)	Number of Participants	57	85	21
	Percentage	35.0%	52.1%	12.9%
	Units	<5.7	5.7-6.5	>6.5
LDL calculated (Population: 278)	Number of Participants	89	158	31
	Percentage	32.0%	56.8%	11.2%
	Units	<100 mg/dl	100-159 mg/dl	>159 mg/dl
Total cholesterol (Population: 305)	Number of Participants	195	81	29
	Percentage	63.9%	26.6%	9.5%
	Units	<200 mg/dl	200-239 mg/dl	>=240 mg/dl
Triglycerides (Population: 300)	Number of Participants	234	39	27
	Percentage	78.0%	13.0%	9.0%
	Units	<150 mg/dl	150-199 mg/dl	>=200 mg/dl

Biometric Snapshot – *Includes any individual members who have come into the clinic for any visit and biometrics were captured in the last 12 months.*

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Town Of Smyrna TN

Penetration Rate (Rolling 12-Month)

Penetration Rate

Q3 2024 - Q2 2025

56.3%▲

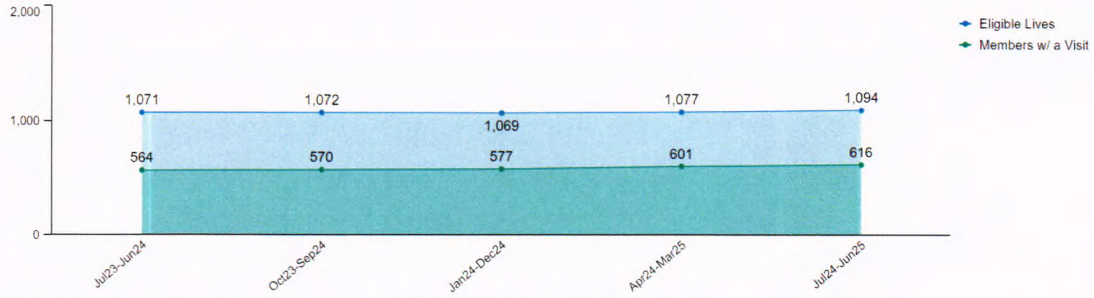
Q3 2023 - Q2 2024

52.7%

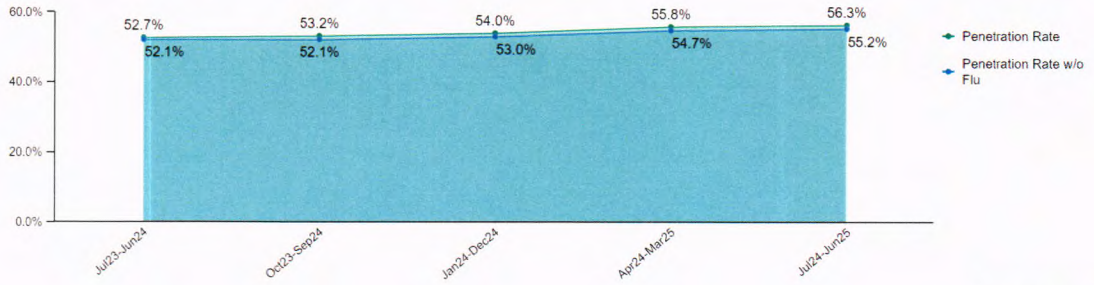
Penetration Rate:
Penetration Rate is calculated as a percentage, dividing Members with a Visit by Likely Eligible Lives. Likely Eligible Lives are sent to Premise via an Eligibility File. Eligible Lives count is determined by either applying a geographical radius around the site of the health center based on zip code, or other custom logic, typically provided by the client.

Rolling 12-Month Penetration Rate:
Each of the data points are representative of the prior 12 months. The Eligible Lives count totals represent an Average of Eligible Lives counts via files received during the 12-month timeframe shown.

Eligible Lives and Members w/ a Visit Rolling 12-Month Trend



Penetration Rate Rolling 12-Month Trend



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Town Of Smyrna TN

NPS and Member Surveys Last 12 Months

Recommend %

Q3 2024 - Q2 2025

97.3%

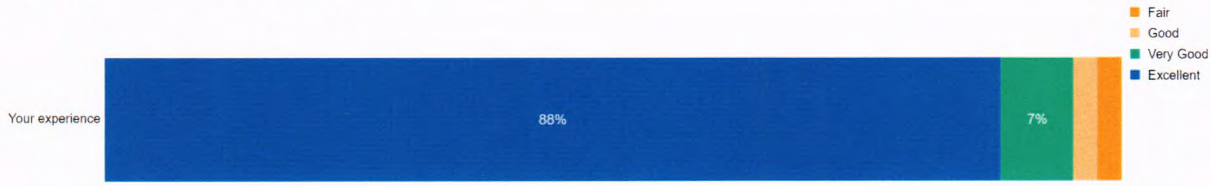
NPS Score

Q3 2024 - Q2 2025

92

How likely is it that you would recommend this healthcare service to a friend or colleague? – Q3 2024 - Q2 2025

Member Survey Responses – Q3 2024 - Q2 2025



If the worksite Health Center were not available, would you have taken the day or part of the day off to see a health care provider?

No Data Available

Yes No Not Sure

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Line of Service

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Town Of Smyrna TN
Biometric Screening

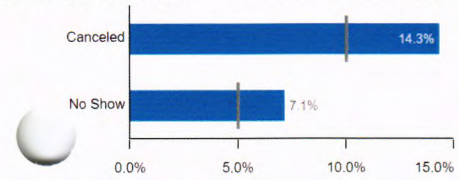
Visits
Q2-2025
7

Members with a Visit
Q2-2025
7

New Members with a Visit
Q2-2025
0 0% of Members

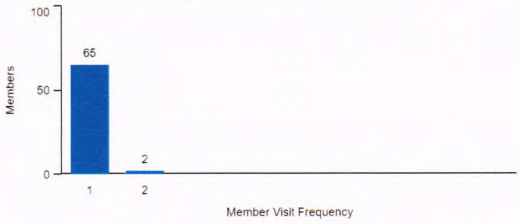
Average Wait Time (Minutes)
Q2-2025
14.5

Cancellations and No Shows – Q2-2025



Targets - Canceled(10%), No Show(5%)

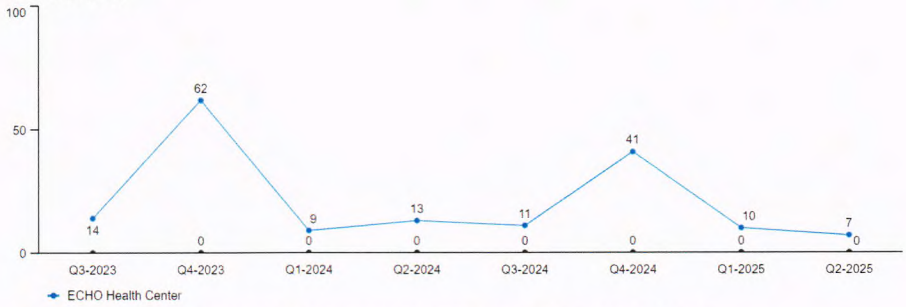
Visit Frequency – Q3 2024 - Q2 2025



Top Visit Types by Volume – Q2-2025

Visit Type	Visits	Visits %
BIOMETRIC SCREENING	7	100.0%

Visit Trend



New Members w/a Visit *– Any member without a visit at the site in the last 36 months. Members are only considered new once in 36 months in the first line of service their visit is held in.*
% of New Members to LoS *- Calculation is New Members/Members with a visit.*
Visit Frequency *- A chart displaying the counts of individual members by the number of visits.*

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Town Of Smyrna TN
Occupational Health

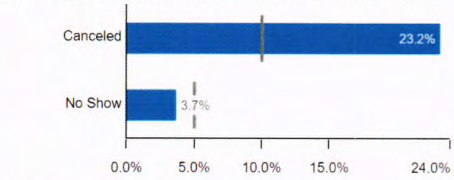
Visits
Q2-2025
59

Members with a Visit
Q2-2025
58

New Members with a Visit
Q2-2025
48 83% of Members

Average Wait Time (Minutes)
Q2-2025
9.5

Cancellations and No Shows – Q2-2025



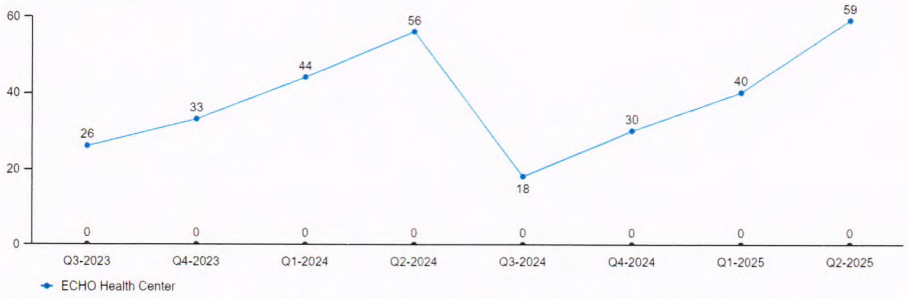
Targets - Canceled(10%), No Show(5%)

Visit Frequency – Q3 2024 - Q2 2025

Top Visit Types by Volume – Q2-2025

Visit Type	Visits	Visits %
OCC DRUG SCREEN	31	52.5%
OCC PHYSICAL EXAM, PRE-PLACEMENT	26	44.1%
OCC DOT PRE-EMPLOYMENT EXAM	2	[illegible]%

Visit Trend



New Members w/a Visit *– Any member without a visit at the site in the last 36 months. Members are only considered new once in 36 months in the first line of service their visit is held in.*
% of New Members to LoS *- Calculation is New Members/Members with a visit.*
Visit Frequency *- A chart displaying the counts of individual members by the number of visits.*

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Town Of Smyrna TN
Primary Care

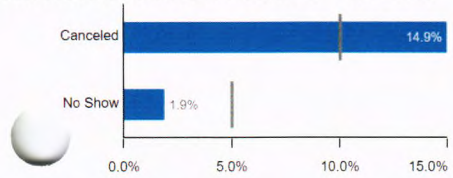
Visits
Q2-2025
420

Members with a Visit
Q2-2025
225

New Members with a Visit
Q2-2025
15 7% of Members

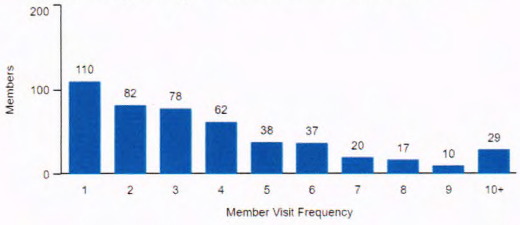
Average Wait Time (Minutes)
Q2-2025
5.1

Cancellations and No Shows – Q2-2025



Targets - Canceled(10%), No Show(5%)

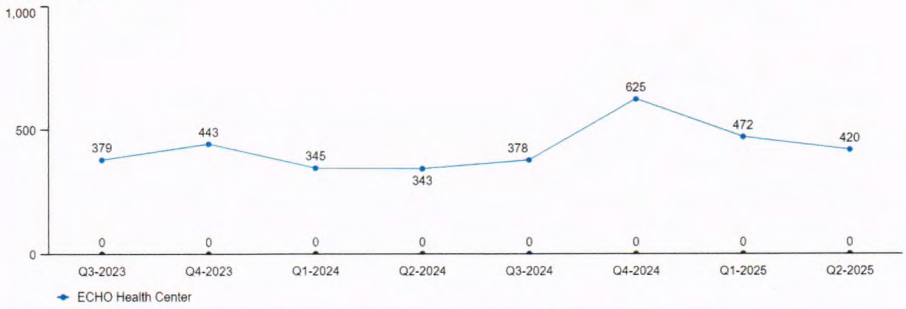
Visit Frequency – Q3 2024 - Q2 2025



Top Visit Types by Volume – Q2-2025

Visit Type	Visits	Visits %
OFFICE VISIT ESTABLISHED	267	63.6%
WELLNESS LAB REVIEW	47	11.2%
LAB ONLY VISIT	41	9.8%
PHYSICAL EXAM, ANNUAL	36	8.6%
OFFICE VISIT NEW	11	2.6%
IMMUNIZATION	7	1.7%
PHYSICAL EXAM, CAMP/SCHL/SPORT	5	1.2%
INJECTION	2	0.5%
NURSE VISIT	2	0.5%
PROCEDURE	2	0.5%

Visit Trend



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Town Of Smyrna TN
Wellness Coaching

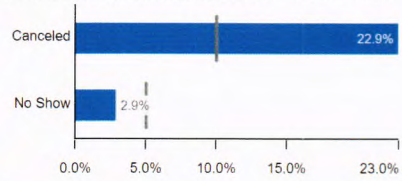
Visits
Q2-2025
23

Members with a Visit
Q2-2025
13

New Members with a Visit
Q2-2025
7 54% of Members

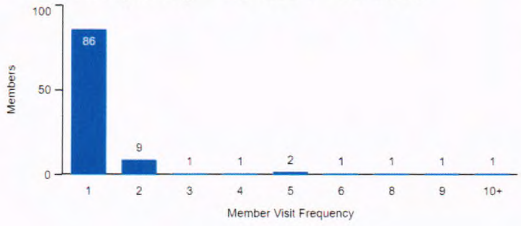
Average Wait Time (Minutes)
Q2-2025
5.3

Cancellations and No Shows – Q2-2025



Targets - Canceled(10%), No Show(5%)

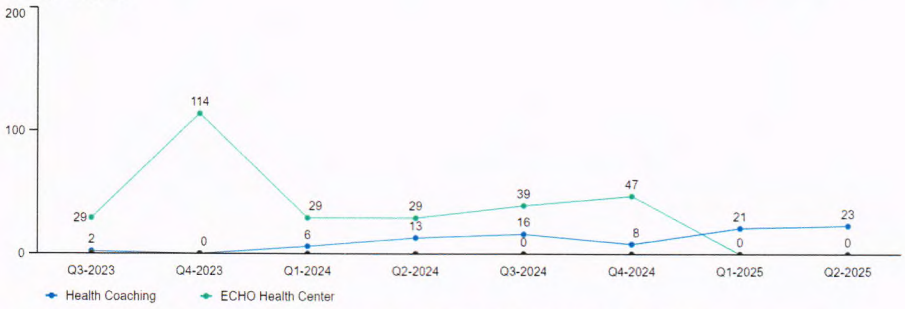
Visit Frequency – Q3 2024 - Q2 2025



Top Visit Types by Volume – Q2-2025

Visit Type	Visits	Visits %
WELLNESS COACHING FOLLOW UP	16	69.6%
WELLNESS COACHING INITIAL	7	30.4%

Visit Trend



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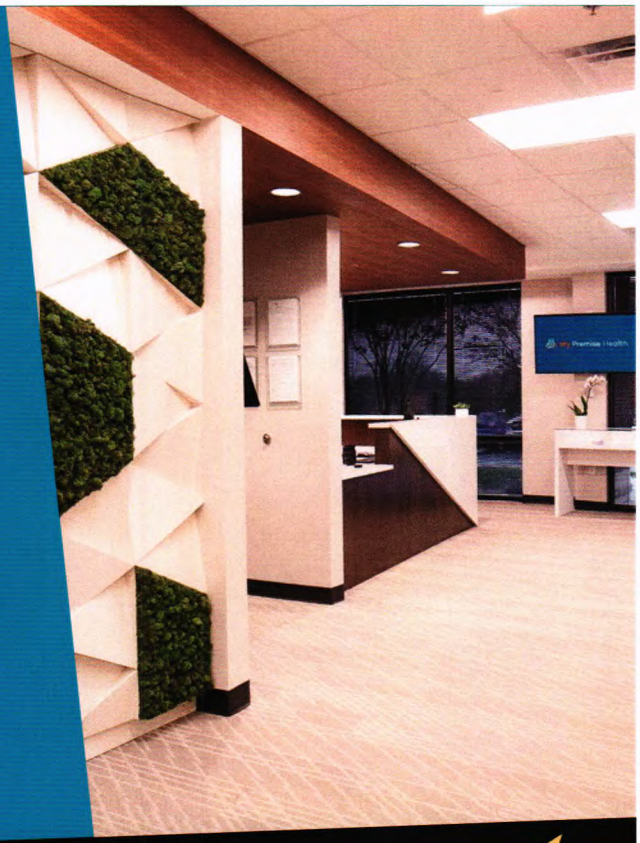
Departments



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ECHO Health Center

Primary Care Utilization and Availability

Utilized Available Capacity

Q2-2025

64.0%

Q2-2024

80.4%

Average Third Next Available Appointment

Q2-2025

0.2

Q2-2024

0.5

Average Wait Time (Minutes)

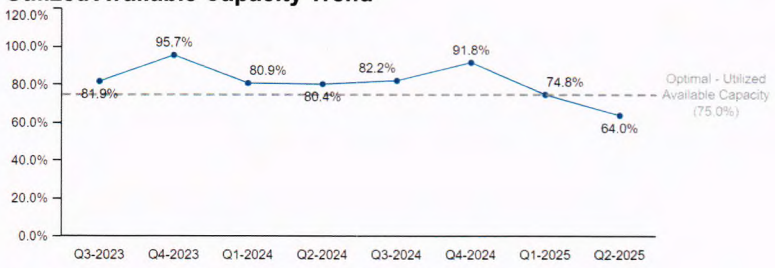
Q2-2025

5.7

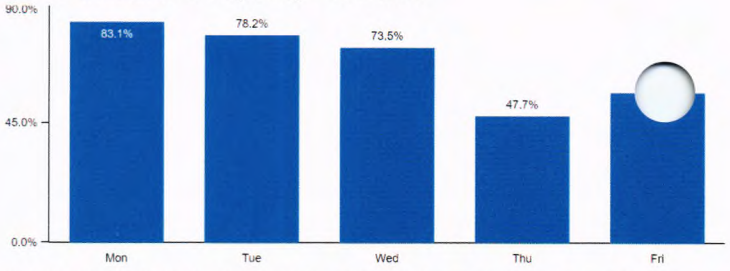
Q2-2024

3.8

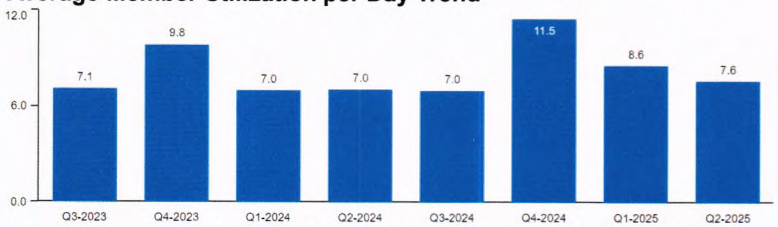
Utilized Available Capacity Trend



Utilized Available Capacity – Q2-2025



Average Member Utilization per Day Trend



Utilized Available Capacity *- Percent of clinician booked time over available time in the associated department.*

Average Third Next Available Appointment *- Applies to Primary Care Dept only - Function within Epic, overnight a search occurs for the third next open time slot (15 minutes or greater) for any schedulable resource.*

Average Wait Time (Minutes) *- Average wait time in minutes is measured between a member checking in or appointment time, whichever is later, and rooming documentation being entered by the first clinician (includes MA, RN, NP, etc., whomever first sees the member when they are in exam room). Wait times over 24 hours are excluded from the logic.*

Average Member Utilization per Day *- Average number of members that came into the health center per day by associated department.*

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Attachment 5c

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Town Of Smyrna TN

May 2025

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Town of Smyrna, May 2025 Highlights

Wait time in May: 5.3 min
(3rd lowest total in past 12 months)

100 NPS
(May 1 – May31
(7 total responses, 87.4 org avg)

ECHO utilized available capacity was 59.4% in May
(83% utilization on Mondays)

576 total portal activations through May 2025.
(512 activations through May 2024)

42% PCP attribution rate for TOS

(37% in December 2024)

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What We're Hearing From Your Members

"Rhonda is always so kind and spends time thoroughly discussing my issues."- TOS member, 05/05/2025

"Rhonda Marcum is extremely professional and caring. She is very complete with the care she gives and cares about the patient. It is always a pleasant experience, and I always leave feeling positive about the care she has given. She tells you what you need to know and ensures you understand."TOS member, 05/12/2025

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Town Of Smyrna TN
Utilization Summary

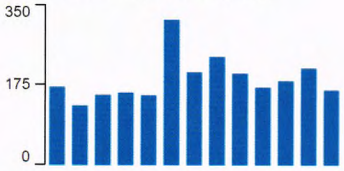
Visits
May 2025
163▼
April 2025
211

Provider Visits
May 2025
127▼
April 2025
166

Members with a Visit
May 2025
116▼
April 2025
148

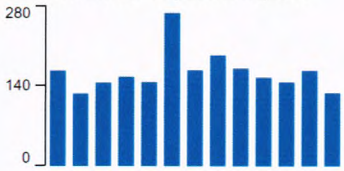
Members with a Provider Visit
May 2025
108▼
April 2025
125

Visits – May 2024 to May 2025



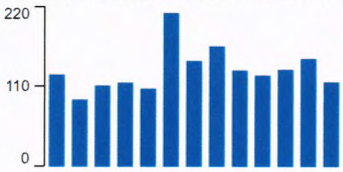
Visits *– A completed appointment that has an encounter type which indicates Premise provided services within Epic.*

Provider Visits – May 2024 to May 2025



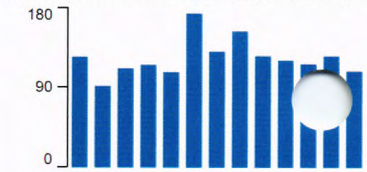
Provider Visits *– Count of completed visits performed by a MD, NP, PA or DO either onsite, nearsite or virtual.*

Members with a Visit – May 2024 to May 2025



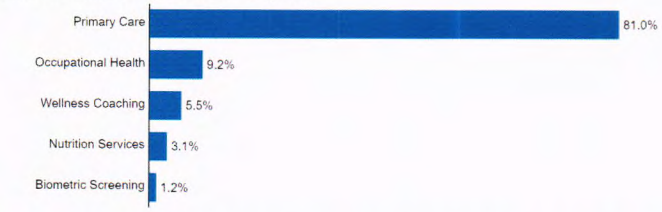
Members *– Count of individual members who have come into the clinic for a visit. Individual members are only counted once during the time frame.*

Members with a Provider Visit – May 2024 to May 2025

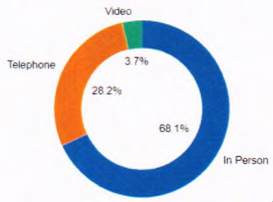


Provider Members *– Count of individual members who had a visit with the Provider. Individual members are only counted once in the time frame.*

Percent of Visits by Service – May 2025



Percent of Visits by Modality – May 2025



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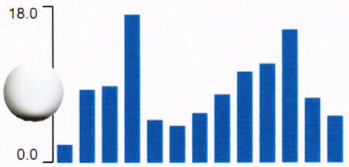
Town Of Smyrna TN
Member Experience Summary

Average Wait Time (Minutes)
May 2025
5.3▼
April 2025
7.4

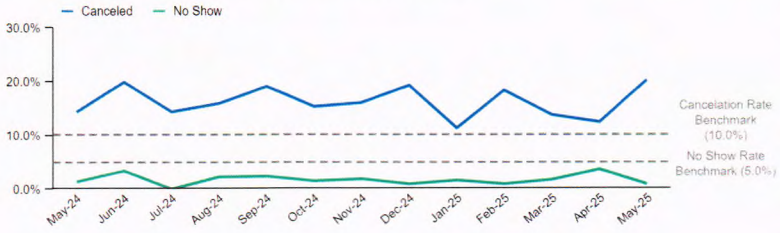
Portal Activations
May 2025
576▲
April 2025
570

Average Wait Time Minutes – May 2024 to May 2025

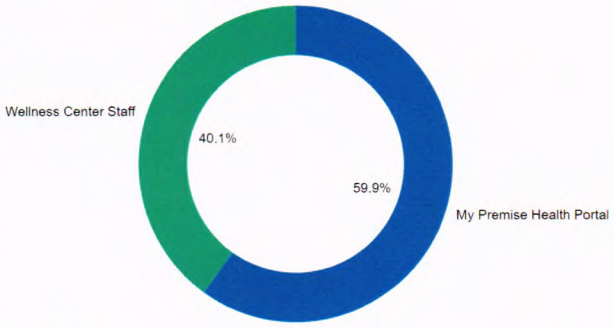


Portal Activations – May 2024 to May 2025

Scheduled Appointment Trend – Canceled and No Shows



Appointment Scheduling Method – May 2025



Average Wait Time (Minutes) *- Average wait time in minutes is measured between a member checking in or appointment time, whichever is later, and rooming documentation being entered by the first clinician (includes MA, RN, NP, etc., whomever first sees the member when they are in exam room). Wait times over 24 hours are excluded from the logic.*

Portal Activations *- Cumulative count of individual members who have activated My Premise Health (portal).*

Cancelation Rate *- % of appointments that have been canceled during the time frame.*
No Show Rate *- % of appointments that occurred when a member did not show for the appointment.*

Wellness Center Staff *- % of appointments scheduled by Front Desk/Premise Health staff.*
My Premise Health Portal *- % of appointments scheduled via My Premise Health Portal.*

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Line of Service

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Town Of Smyrna TN
Biometric Screening

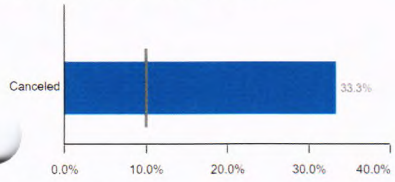
Visits
May 2025
2

Members with a Visit
May 2025
2

New Members with a Visit
May 2025
0 0% of Members

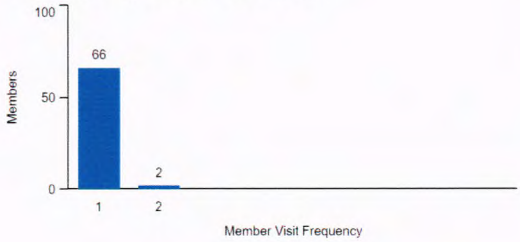
Average Wait Time (Minutes)
May 2025
14.5

Cancellations and No Shows – May 2025



Targets - Canceled(10%), No Show(5%)

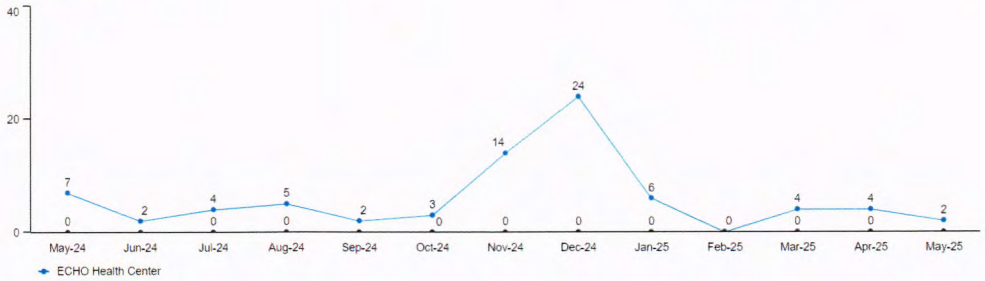
Visit Frequency – May 2024 to May 2025



Top Visit Types by Volume – May 2025

Visit Type	Visits	Visits %
BIOMETRICS	2	100.0%

Visits Trend



New Members w/a Visit *- Any member without a visit at the site in the last 36 months. Members are only considered new once in 36 months in the first line of service their visit is held in.*
% of New Members to LoS *- Calculation is New Members/Members with a visit.*
Visit Frequency *- A chart displaying the counts of individual members by the number of visits.*

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Town Of Smyrna TN
Occupational Health

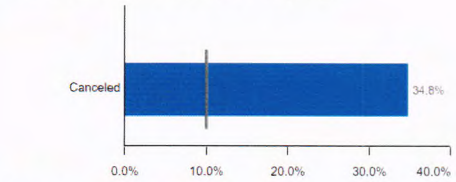
Visits
May 2025
15

Members with a Visit
May 2025
15

New Members with a Visit
May 2025
12 80% of Members

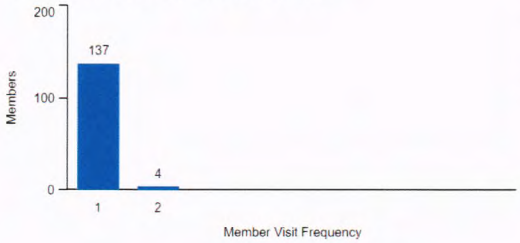
Average Wait Time (Minutes)
May 2025
3.0

Cancellations and No Shows – May 2025



Targets - Canceled(10%), No Show(5%)

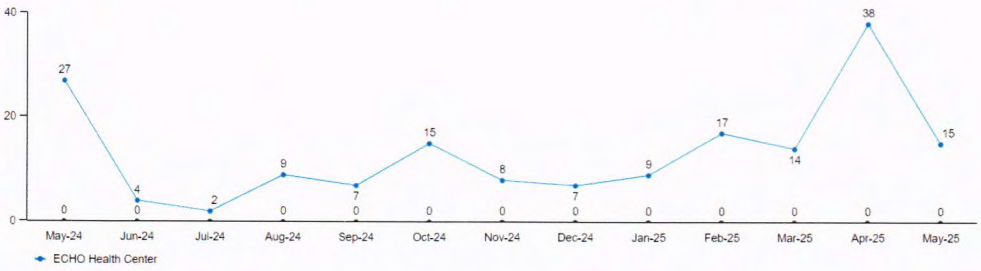
Visit Frequency – May 2024 to May 2025



Top Visit Types by Volume – May 2025

Visit Type	Visits	Visits %
OCC DRUG SCREEN	8	53.3%
OCC PHYSICAL EXAM, PRE-PLACEMENT	6	40.0%
OCC DOT PRE-EMPLOYMENT EXAM	1	[illegible]%

Visits Trend



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% of New Members to LoS *- Calculation is New Members/Members with a visit.*
Visit Frequency *- A chart displaying the counts of individual members by the number of visits.*

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Town Of Smyrna TN
Primary Care

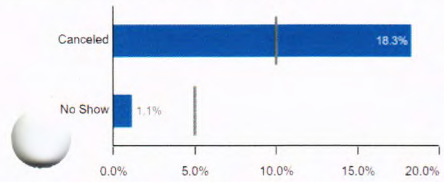
Visits
May 2025
132

Members with a Visit
May 2025
98

New Members with a Visit
May 2025
4 4% of Members

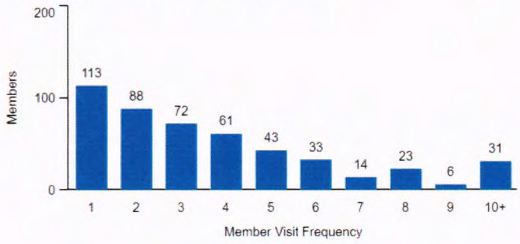
Average Wait Time (Minutes)
May 2025
5.9

Cancellations and No Shows – May 2025



Targets - Canceled(10%), No Show(5%)

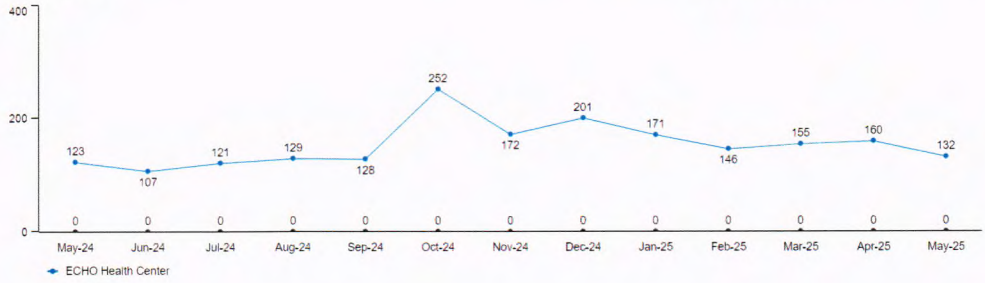
Visit Frequency – May 2024 to May 2025



Top Visit Types by Volume – May 2025

Visit Type	Visits	Visits %
OFFICE VISIT ESTABLISHED	85	64.4%
LAB ONLY VISIT	16	12.1%
WELLNESS LAB REVIEW	15	11.4%
PHYSICAL EXAM, ANNUAL	8	6.1%
OFFICE VISIT NEW	5	3.8%
IMMUNIZATION	2	1.5%
PHYSICAL EXAM, CAMP/SCHL/SPORT	1	0.8%

Visits Trend



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% of New Members to LoS *- Calculation is New Members/Members with a visit.*
Visit Frequency *- A chart displaying the counts of individual members by the number of visits.*

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Town Of Smyrna TN
Wellness Coaching

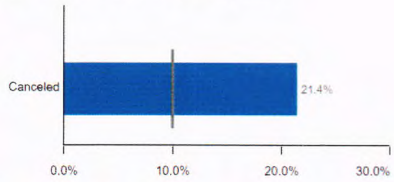
Visits
May 2025
9

Members with a Visit
May 2025
7

New Members with a Visit
May 2025
3 43% of Members

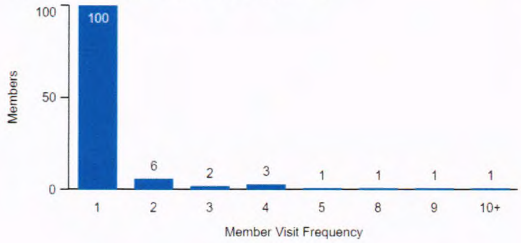
Average Wait Time (Minutes)
May 2025
1.6

Cancellations and No Shows – May 2025



Targets - Canceled(10%), No Show(5%)

Visit Frequency – May 2024 to May 2025



Top Visit Types by Volume – May 2025

Visit Type	Visits	Visits %
WELLNESS COACHING FOLLOW UP	6	66.7%
WELLNESS COACHING INITIAL	3	33.3%

Visits Trend

New Members w/a Visit *- Any member without a visit at the site in the last 36 months. Members are only considered new once in 36 months in the first line of service their visit is held in.*
% of New Members to LoS *- Calculation is New Members/Members with a visit.*
Visit Frequency *- A chart displaying the counts of individual members by the number of visits.*

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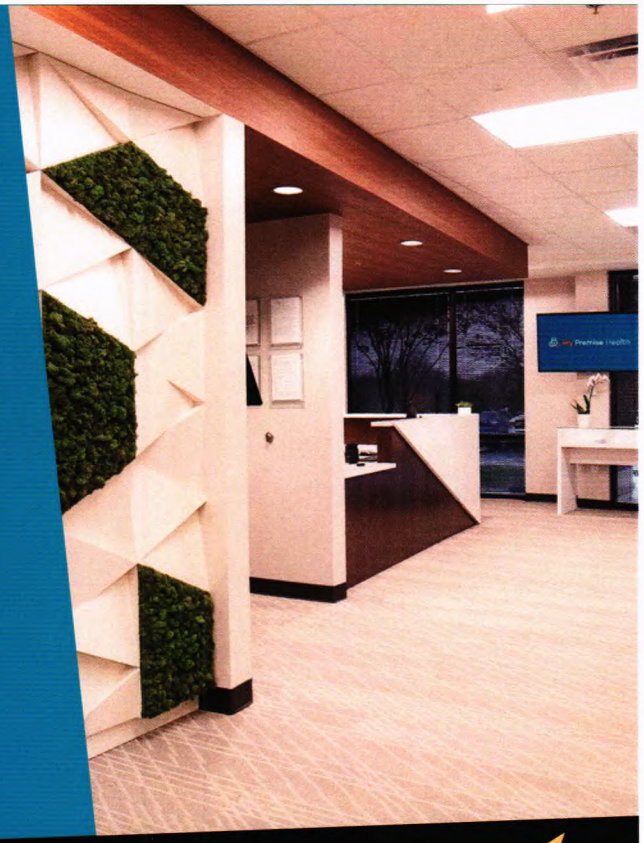
Departments



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ECHO Health Center

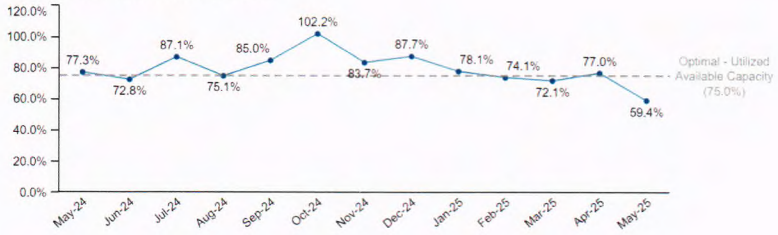
Primary Care Utilization and Availability

Utilized Available Capacity
May 2025
59.4%
April 2025
77.0%

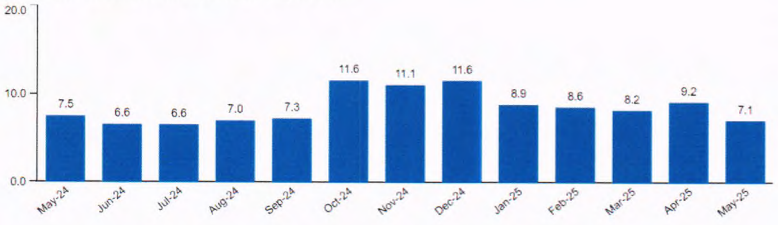
Average Third Next Available Appointment
May 2025
0.1
April 2025
0.4

Average Wait Time (Minutes)
May 2025
5.7
April 2025
7.4

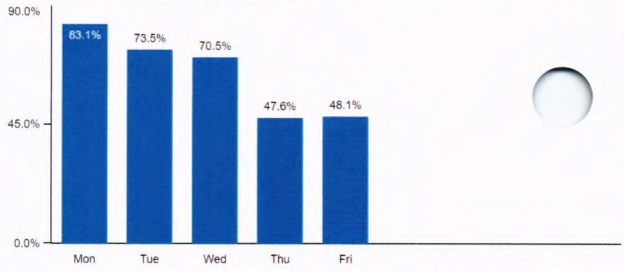
Utilized Available Capacity Trend



Average Member Utilization per Day Trend



Utilized Available Capacity – May 2025



Utilized Available Capacity *- Percent of clinician booked time over available time in the associated department.*

Average Third Next Available Appointment *- Applies to Primary Care Dept only - Function within Epic, overnight a search occurs for the third next open time slot (15 minutes or greater) for any schedulable resource.*

Average Wait Time (Minutes) *- Average wait time in minutes is measured between a member checking in or appointment time, whichever is later, and rooming documentation being entered by the first clinician (includes MA, RN, NP, etc., whomever first sees the member when they are in exam room). Wait times over 24 hours are excluded from the logic.*

Average Member Utilization per Day *- Average number of members that came into the health center per day by associated department.*

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Attachment 5d

Premise Health.

ROI Report

Q2 2025

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Value – Savings Summary

ROI

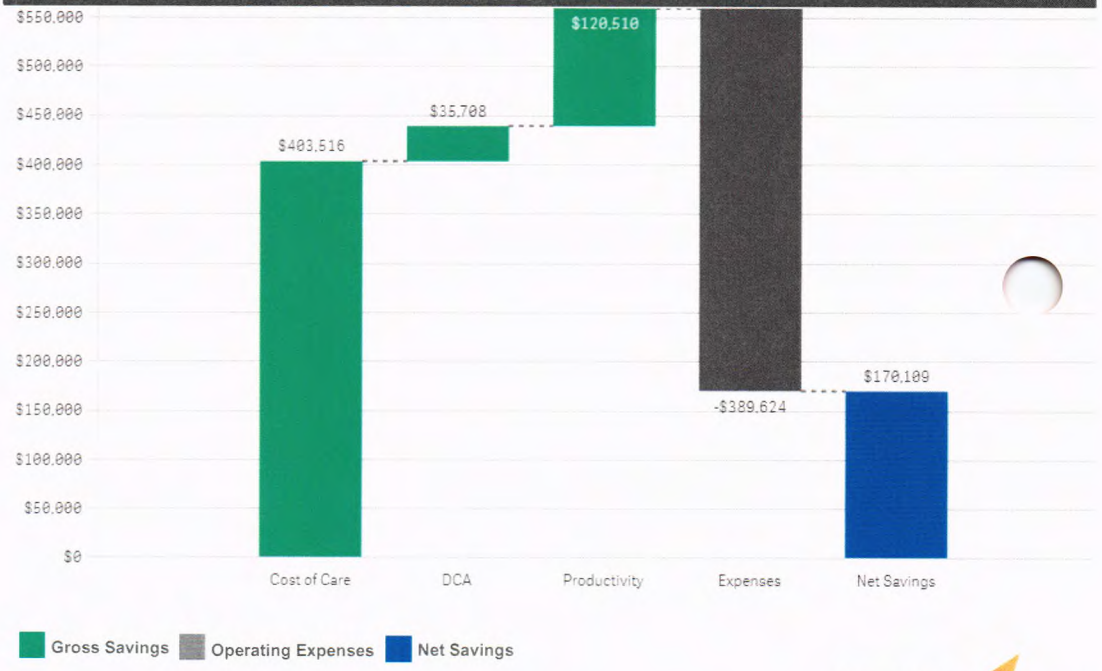
Current Period

Date From 07/01/2024 to 06/30/2025

1.4

Note: Facility fees from City of LaVergne and Unipres TN are included in the operating expense total for this ROI Report but have been removed since 10/1/2024.

Total Savings
Date From 07/01/2024 to 06/30/2025



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*DCA = Direct Cost Avoidance

Value – Detailed Savings

+$403,516	**465** Unique Clinic Users[1]	**Cost of Care Savings**				
		195 Attributed Clinic Users (465 * 41.9% Attribution Rate)	✖	**$1,871** PMPY Savings[5] (Premise Study Rate x -2% Geographic Adjustment)	=	**$364,504**
		270 Other Clinic Users (465 - 195 Attributed Users)	✖	**$144** Saved from Avoided Services (Premise Study Rate x -2% Geographic Adjustment)	=	**$39,012**
+$35,708	**1,776** Procedures	**DCA Savings from Other Services**				
		1,776 Procedure Codes[2]	✖	**$ Value** from Fee Schedule[3]	=	**$35,708**
+$120,510	**1,339** Employee Visits	**Productivity Savings**				
		1,339 Employee Visits[4]	✖	**$30.00** Avg Hourly Wage ✖ **3.00** Hours Saved	=	**$120,510**
=$559,734	**Total Gross Savings**					
- $389,624	**Total Gross Operating Expenses**					

= $170,109 Total Net Savings

ROI : 1.4

1 Count of unique members with services that are associated with lower total medical & pharmacy PMPM costs of care (ex: Primary Care, Behavioral Health, Nutrition, etc.); Source: Epic EMR.

2 Count of procedures for services that are a direct replacement of community services and do not contribute towards attribution and reduce cost of care; Source: Epic EMR.

3 Our fees are primarily based on commercial claims data, when available. If a commercial rate is not available, value is sourced from publicly available fee schedules which may include Medicare and/or Worker's Compensation.

4 Count of employee visits for lines of service applicable to the site's scope of practice where time is saved from visiting community providers; excludes all procedures in "Health Center Events" category.

5 PMPY displayed accounts for the number of quarters contained within the savings detail. Example: 4 quarters will display 100% of the PMPY, 3 quarters will display 75% of the PMPY, 2 quarters will display 50% of the PMPY, and 1 quarter will display 25% of the ROI.

6 Date From 07/01/2024 to 06/30/2025

Note: Facility fees from City of LaVergne and Unipres TN are included in the operating expense total for this ROI Report but have been removed since 10/1/2024.

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Value – Direct Cost Avoidance by Line of Service

DCA Savings from	Procedures	Value
Health Center Events	1,557	$13,538
Occupational Health	219	$22,170

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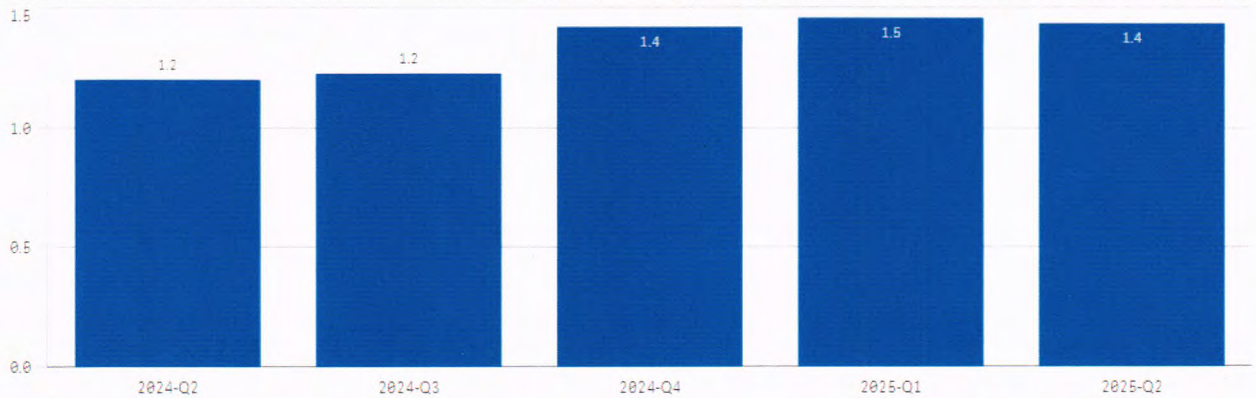
Value – ROI Trend

ROI Trend



	2024-Q2	2024-Q3	2024-Q4	2025-Q1	2025-Q2
Cost of Care Savings	$376,615	$380,086	$377,483	$394,838	$403,516
DCA	$51,530	$49,191	$39,081	$37,673	$35,708
Productivity	$57,135	$54,540	$115,470	$119,160	$120,510
Operating Expenses	$403,819	$394,288	$373,887	$378,058	$389,624

Note: Facility fees from City of LaVergne and Unipres TN are included in the operating expense total of this ROI Report but have been removed since 10/1/2024.

1. Each quarter reflects a rolling 4 quarter period. Example: Q2 2025 reflects Q3 2024 - Q2 2025 data.

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*DCA = Direct Cost Avoidance

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Attachment 6

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Town of Smyrna Performance Guarantee Criteria [12] - Draft

Measurement Period = January - December

% of Management Fee at Risk = 30%

Type (P,S) [1]	Indicator Category	Indicator [2]	Measurement [3]	Measurement Frequency [4]	Eligible Population [5]	Methodology [6]	Weight [7]	Target Year	Requirement [8]	Threshold [9]		
										80%	100%	120%
P	Clinical	Hypertension Control [10][11]	Blood Pressure < 140/90	Annual	All member designated PCP attributed members 18 to 85 years of age diagnosed with hypertension	Premise Health Data Warehouse via Epic	15.0%	2026	X% of the eligible population will have a recorded BP within the last 12 months and a BP < 140/90 on their last recorded measurement	70.65%	75.30%	76.80%
P	Clinical	Diabetes Control - A1C [10][11]	Hemoglobin A1C < 8%	Annual	All member designated PCP attributed members 18 to 75 years of age with a diagnosis of diabetes mellitus	Premise Health Data Warehouse via Epic	15.0%	2026	X% of the eligible population will have a recorded Hemoglobin A1C within the last 12 months and a Hemoglobin A1C < 8% on their last recorded measurement	68.87%	72.99%	74.88%
P	Clinical	BMI Screening and Follow-Up Plan [10]	Successful BMI screening and documented follow up plan when BMI is elevated	Annual	All members ≥18 years of age with a preventive office visit with a provider during the measurement period	Premise Health Data Warehouse via Epic	15.0%	2026	X% of eligible population will have a BMI captured and if elevated (>=25) will have a documented follow-up plan during their most recent preventive office visit	75.00%	80.00%	85.00%
P	Clinical	Screening for Clinical Depression and Follow-Up Plan [10][11]	Screening for clinical depression and follow-up plan for individuals at risk	Annual	All members ≥ 12 years old with a preventive office visit with a provider during the measurement period	Premise Health Data Warehouse via Epic	15.0%	2026	X% of the eligible population will be screened for depression and, if identified as depressed (PHQ9 >= 5), will have a documented follow-up plan during their most recent preventive office visit	78.40%	81.31%	85.53%
P	Operational	Wait Time	Average Wait Time (measured between a member checking in or appointment time, whichever is later, and rooming documentation being entered)	Annual	All members with a visit to the health center	Premise Health Data Warehouse via Epic	10.0%	2026	Members will have an average wait time X minutes or less	15.0	10.0	5.0
S	Administrative	Client Satisfaction	Overall Satisfaction with Premise Health	Annual	All primary client contacts	Standard Premise Health Survey	15.0%	2026	Overall average rating of X out of 5 on the survey	3.5	4.0	4.5
S	Administrative	Member Experience	Satisfaction with the health center	Annual	All members that use the health center during the survey measurement period	Standard Premise Health Survey	15.0%	2026	Overall average net promoter score of X on the survey	70.0	80.0	90.0
							100.0%					

[1] P/S refers to how the data is collected with regards to determining results. P (Primary) refers to indicators whose data Premise Health can collect through utilizing our EHR and S (Secondary) refers to indicators that require the data from any other source, such as client provided data, surveys, chart audits, or manual tracking logs.

[2] Indicator refers to the data point to be measured and serves as the name of each of the Performance Guarantees.

[3] Measurement describes the goal for the Indicator upon successful completion.

[4] Measurement Frequency represents the recurrence that performance guarantees are measured against their Threshold(s) to determine achievement and any associated financial implications.

[5] The specific portion of the population that will be included in the Measurement.

[6] The process and/or system utilized to retrieve the data to be applied in the Measurement (i.e. the data source)

[7] Weight percentages distribute the Management Fee at Risk among the Indicators (the total of the weight column will always equal 100%).

[8] Requirement provides the specific formula that will be utilized to determine the success of the Indicator.

[9] Threshold is the target of the Requirement that must be achieved in order for Premise Health to retain 80% or 100% of the fees at risk for the Indicator. The 120% Threshold provides a target that, if achieved, would result in an additional 20% payout to Premise Health of the fees associated with the Indicator.

[10] Performance guarantee requires a minimum of 50 members that meet the eligible population requirements. If the eligible population is below the stated critical mass, then the metric is void for the current measurement period.

[11] The 80%, 100%, and 120% Thresholds are derived from HEDIS Commercial PPO National Standards and represent the 75th, 90th & 95th percentiles, respectively.

[12] Success of the performance guarantees will be impacted by the strength of the partnership with the client. In order to provide a solid foundation for achievement, the following best practice partnership requirements are included to ensure alignment with Premise Health and the Client's culture and current environment. [Requirements to be reviewed and finalized during contract negotiations]

- Incentive and Awareness
  - Client will provide its members a material co-pay differential per visit for Premise versus non-Premise providers.
  - Client will meet with Premise Health annually as they begin reviewing benefit plan design for the upcoming year providing adequate time to ensure systems (e.g. EHR) are updated to reflect the necessary changes (e.g., deductible) for primary care services, pharmacy and other services which are sometimes used when primary care is appropriate (e.g., specialist care, Emergency Room visits).
  - Coinciding with launch of Premise Health services, Premise Health and the Client will partner to communicate the transition or new availability of the services at the health center. Informing members of the need to create a MyPremiseHealth portal account to access services electronically.
    - Premise Health will provide marketing material and portal registration instructions for the Client to review.
    - Premise Health and the client will work collaboratively to determine the best method of distributing the information to existing team members and during onboarding.
- Annual Screenings
  - Client with partner with Premise Health to promote the health benefits of annual screenings for all eligible members on an annual basis.
  - If annual screenings are not conducted by Premise Health, Client will assist in ensuring results will be shared with Premise Health.
  - Client agrees to provide a financial incentive for eligible members to participate in annual screenings.
  - Primary care services will annually include flu vaccine programming and biometrics.
- Leadership Support
  - Client's leadership team will be encouraged to utilize the health center as much as possible to clearly support the program.
  - At least one member from the client's leadership team will be present for the opening of the health center, as well as any marketing events that occur.
  - Leadership testimonials to be incorporated into member communications, if available.

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Town of Smyrna Performance Guarantee Criteria [12] - Draft

Measurement Period = January - December

% of Management Fee at Risk = 30%

Type (P,S) [1]	Indicator Category	Indicator [2]	Measurement [3]	Measurement Frequency [4]	Eligible Population [5]	Methodology [6]	Weight [7]	Target Year	Requirement [8]	Threshold [9]		
										80%	100%	120%

- Member Communications & Engagement
  - Premise Health will market its services to all eligible members in the Client population through the most efficient and effective means, as determined through mutual agreement between the Client and Premise Health's marketing (and other applicable) teams.
  - Client agrees to promote engagement with Premise Health services through a mutually agreed upon engagement strategy, including items such as:
    - Pre-launch communications (i.e. coming soon, now open and welcome to Premise messages) via agreed upon channels to introduce product and service offerings.
    - My Premise Health marketing materials and portal registration instructions included in Client onboarding process/enrollment package/new hire materials.
    - Client participation in Premise's "Engage & Enhancers" program at agreed upon investment levels to drive member utilization of contracted products and services (e.g. microsite, emails, flyers, flyers, postcards, digital displays, health event promotions, etc.).
    - Strategic member engagement marketing campaigns directed at targeted eligible members, developed in partnership to optimize utilization of products and services.
- Care Access Points
  - Client and Premise Health will agree on minimum staffing levels for the onsite and any applicable nearsite health centers to ensure continuity of care is in place to drive appropriate cost savings.
  - Client agrees to offer members access to virtual health through Premise Health during the hours the health center is open.

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2026-2028 Town of Smyrna PCMH Client Budget
42069, ECHO Health Center

Budget Category	10/1/24 - 9/30/25 Projected Client Actuals	10/1/24 - 9/30/25 Budget	3/1/26 - 2/28/27 Budget	3/1/27 - 2/29/28 Budget
Medical Personnel	$ 249,028	$ 292,130	$ 254,279	$ 263,201
Medications	$ 32,054	$ 32,716	$ 32,149	$ 33,757
Lab/Supplies/Misc.	$ 47,254	$ 43,383	$ 49,780	$ 52,269
Insurance - Med. Malpractice	$ 898	$ 884	$ 928	$ 975
Management Fee	$ 100,730	$ 96,216	$ 96,216	$ 101,027
Recoveries	$ (7,152)	$ -	$ (7,654)	$ (8,037)
Total	**$ 422,811**	**$ 465,329**	**$ 425,699**	**$ 443,191**

Key:

Fixed based on Staffing Model

*All other non-color coded categories are variable.

- Fixed line items will increase annually at 5% per year.
- Management Fee has been fixed in the budget, starting 03/01/2026.
- Recruiting will be billed back at a per position rate, only if recruitment is necessary.
- Facility fees from City of LaVergne and Unipres TN have been removed since 10/1/2024 and are no longer reflected in recoveries.

Premise Health.

Budget and material information is confidential and proprietary to Premise Health Holding Corp. and is not to be distributed.

On-Site Health Services Proposal Evaluation Summary 2025

CRITERIA	One to One Health	Unify Health Services	Vanderbilt University Health	PartneredWell	Premise Health	Concentra
A. MODEL ALIGNS WITH TOWN REQUIREMENTS	120	140	70	118	124	145
B. COST OF SERVICES	30	25	15	83	85	20
C. EXPERIENCE IN MEDICAL ONSITE CLINICS	27	25	25	25	30	30
D. CENTER REFERENCES	28	25	25	27	30	29
TOTALS	205	215	135	253	269	224

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 6.f.
Department: Information Systems
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with BIS Digital for the procurement and installation of a courtroom recording system.

Fiscal Impact:
The total cost of this solution is $34,882.74. This project is approved in the 2026 Capital plan for $35,000. There will be a recurring cost of $475 per year for Software support and $3,403.35 for onsite support and warranty on all equipment.

Contract Type:
Original Contract

Contract Term (if applicable):
This purchase is being made under the TIPS contract 230901. This is a one-time purchase with a minimum life expectancy of 5 years. There is a 50% deposit required upon execution of the contract with the remaining payment due at project completion.

Background:
The current courtroom recording solution was custom-built and is in significant need of replacement. Information Services, in partnership with the Courts, first started evaluating replacement options in 2023. It was determined that the best option would be to select and implement an industry-standard courtroom recording system providing significant features and functions that are not available in a custom recording-only solution. This item was requested and approved for the 2025-2026 Capital Budget at $35,000.

We reviewed the 3 leading courtroom recording solutions: JAVS, BIS and For the Record. Based on functionality, fit and initial pricing, BIS Digital was selected. BIS was also selected by the Tennessee Supreme Court as their chosen solution in 2006 and is currently in use in 3 Rutherford County Courts.

It is also important to note that the installed recording solution failed in late September. We reached out to BIS as we planned to submit the contract this month to see if they could assist. They were contacted on a Thursday and on Monday were here to install a "trial" version of the software to keep the Court operational. BIS was extremely responsive to our needs.

Summary:
The current installed solution recently failed and must be replaced. BIS is one of the leading solutions for courtroom recording and was selected by the Court team as the best solution for their requirements. This project is funded in the current year's capital plan and the purchase is being made under an approved government purchasing cooperative agreement.

Recommended Council Action:
Staff recommends that the Town Council approve this request, allowing the Mayor to sign the contract.

Attachments:
1. BIS Agreement
2. BIS TIPS Contract 230901_CONTRACT_AUDIO_BIS_Digital
3. TIPS Resolution 2017
4. Supreme Court Memo to Judges

Bill of Materials

Account Name:
Smyrna Tennessee Municipal Court (TN)

Quote Name:
1-OCT 2025 4 Channel DCR Recording with Dante Audio Control System- Smyrna Municipal Court - General Sessions

Quote Number:	Quote Amount:	Date:	Quote Expiration Date:
Q-8027861	$34,882.74	10/21/25	4/22/26

Account Rep:	Account Rep Email:	Account Rep Phone:
Jody Holland	jody.holland@bisdigital.com	(800) 834-7674 x4551

Item	Product Code	Qty	List Price	TIPS Price	Total Price
DCR 4ch Digital A/V Recording and Transcription Software (incl. 12 month SAS)	DCR-4S-RTT	1.00	3700.00	$3,330.00	$3,330.00
DANTE Virtual Sound Card (up to 64ch)	BIS-DANTE-V64	1.00	150.00	$135.00	$135.00
PoE to USB-C Power and Data Adapter with Power Delivery	BIS-ADP-POE-USB-C-P	1.00	130.00	$117.00	$117.00
Power Distribution System (Series 2)	BIS-PWR-DIST-S2	1.00	390.00	$351.00	$351.00
18" Gooseneck Microphone (Series 2)	BIS-MIC-GN18-S2	4.00	370.00	$333.00	$1,332.00
Gooseneck Desk Stand w/Programmable Mute Switch (Series 2)	BIS-M-GN-LPS-S2	4.00	199.00	$179.10	$716.40
9-port Network Switch | 9x 1GB | 8x PoE+ (110w)	BIS-NS-M4250-GSM4210PD	1.00	990.00	$891.00	$891.00
USB 3.0 Hub (4-Port) | Gray	BIS-USB-3.0-HUB-4	1.00	65.00	$58.50	$58.50
100W 4Ch Rackmount Amplifier | 0.5U	BIS-QSC-SPA4-100	1.00	1270.00	$1,143.00	$1,143.00
Galaxy Tablet A9+ | 11" | 64GB | Graphite	BIS-TAB-AND-64-A9-11	1.00	490.00	$441.00	$441.00
Desktop Tablet Mount	BIS-DT-TAB-MNT	1.00	165.00	$148.50	$148.50

Item	Product Code	Qty	List Price	TIPS Price	Total Price
Commercial Grade Mini DSP | 8 Flex Analog I/O with AEC | USB/POTS/VoIP - Includes: 32x32 Dante | Teams | Scripting Engine | UCI Deployment	BIS-QSC-8FLX-DAN-32IO-T-SE-UCI	1.00	4770.00	$4,293.00	$4,293.00
Assisted Listening Device (FM) | Series 3	BIS-ALS-FMS3	1.00	1145.00	$1,030.50	$1,030.50
2' x 2' Ceiling Tile Loudspeaker with 8" Driver (Pair)	BIS-SPK-CT-2X2-8IN-W	4.00	525.00	$472.50	$1,890.00
Laptop Spec 2 (Series 2)	BIS-XPS-SPEC2-1TB-32G	1.00	2499.00	$2,249.10	$2,249.10
CAT6A Patch Cable | Shielded (10ft)	BIS-CAT6A-STP-10-BLK	3.00	28.00	$25.20	$75.60
Speaker Wire | 16AWG | Plenum | Black | 500'	BIS-W-SPKR-16AWG-500ft-B-S2	2.00	200.00	$180.00	$360.00
Microphone Wire | 22AWG | Plenum | Black | 500'	BIS-W-MP-22AWG-500ft-S2	1.00	100.00	$90.00	$90.00
CAT6A Patch Cable | Shielded (6ft)	BIS-CAT6A-STP-06-BLK1	3.00	22.50	$20.25	$60.75
USB Gigabit NIC (10/100/1000)	BIS-NIC-GB	2.00	63.00	$56.70	$113.40
CAT6A Cable | Shielded | Black | 500' (Series 2)	BIS-W-CAT6A-SHB-500-S2	1.00	500.00	$450.00	$450.00
1U Rack Shelf | 15" Depth	BIS-RSLF-1S2	1.00	129.00	$116.10	$116.10
9U Rack | Enclosed | 16.5" Depth | Wall Mountable | Locking Door	BIS-REC-9S2	1.00	515.00	$463.50	$463.50
Installation Supplies	BIS-INST-SUP	1.00	270.02	$243.02	$243.02
Shipping/Handling	S/H	1.00	1274.81	$1,147.33	$1,147.33
On-site Setup Installation and Training (per system)	SIT	1.00	9900.00	$8,910.00	$8,910.00
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-OS-HRDW	1.00	3781.50	$3,403.35	$3,403.35
% Tariff Surcharge	PCT-TARIFF	0.06	This is a system-generated line item, based on the total value of eligible products. $22061.5 * 6% = $1323.69	$22,061.50	$1,323.69
TIPS Contract 230901 - Audio Visual Equipment Supplies and Services	BIS-X-TIPS				

Item	Product Code	Qty	List Price	TIPS Price	Total Price

Total (Before Tax): $34,882.74

BIS Digital has a Cooperative Purchase Customer Agreement with TIPS Contract 230901 - Audio Visual Equipment, Supplies, and Services. This Agreement has been qualified with TIPS 10% discounts and will be able to use the BIS TIPS Contract 230901 per the agreement on quoted proposals.

Terms and Conditions

Effective Period	This Quote (Q-8027861) is valid through **April 22, 2026**
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Payment Terms	**Deposit:** All orders above $5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur. **Balance:** For installations, the remaining balance is to be paid on the completion of the installation. For orders, the remaining balance is to be paid on the delivery of goods at the customer site.
Cancellation	In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order. **Restocking Fee:** A 20% restocking fee will be charged for all cancelled orders.
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles user to software upgrades at the cost of $380 per license per year.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.

Quote (Q-8027861) Accepted By

Full Name (Print): **Title:**

Signature: **Date:**

PLEASE NOTE:
By signing above and or providing a purchase order number below, your organization is agreeing to the above price, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for the equipment listed herein.

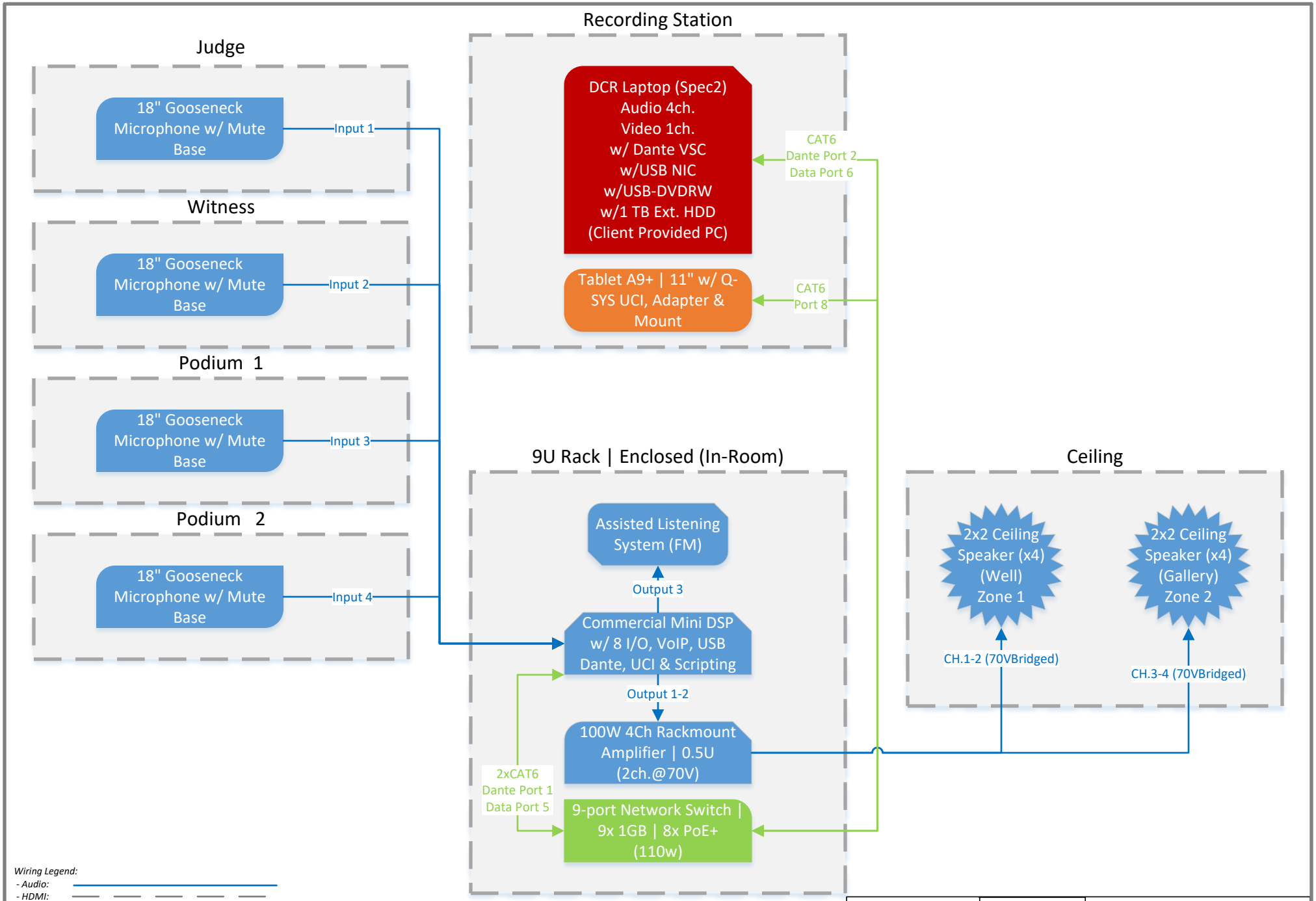
Accounts Payable Information

Full Name (Print): **Phone Number:**

Email Address: **Fax Number:**

Purchase Order Required for Processing?: **Purchase Order Number:**

YES **NO**



ALL IDEAS, DESIGNS AND PLANS REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF BIS DIGITAL. THEY WERE CREATED AND DEVELOPED FOR USE ON THIS SPECIFIED PROJECT ONLY. NONE OF THE IDEAS, DESIGNS AND PLANS SHALL BE USED BY ANY PERSONS OR CORPORATIONS FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF BIS DIGITAL

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AUTHOR: M.J.C

Coffee County Circuit Court (TN)
Q-8027626

AUDIO LINE DRAWING

DWG NO 1 | REV A

DATE: 2.5.2025 | SHEET 1 of 1

BIS-4000611 - Installation (I)

Smyrna Tennessee Municipal Court

Rep Name: Jody Holland

Date: 02-28-2025

By signing below, I certify that I am an authorized signer for Smyrna Tennessee Municipal Court and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name _____ Signature _____ Date _____

Installation (I) Description / Notes:

Original Opportunity: I - FEB 2025 - Assistive Audio Courtroom System- Circuit - Justice Center - Coffee County Circuit Court (TN). Same hardware

The old PA equipment is in an alcove in the rear of the room. They have no control at the court clerk's bench location. Replace all PA equipment. Run a network cable from QSY to clerk's location to control audio and DCR recording. The court uses 4 gooseneck microphones with muting stands that will be replaced with new AT microphones.
Judge,
Witness,
Atty Podium 1
Atty Podium 2

Add Dante Virtual Sound Card to recording laptop
Add USB Gigabit.
Replace all ceiling mounted speakers with 2x2 ceiling tile speakers (eight total)
Add QSC Mini Flex with iPad and mount
Add 10U rack
Add QSC 4 channel amplifier.
Add 4 AT Gooseneck Desk Stand w/Programmable Mute Switch (Series 2)
Add 4 BIS-MIC-GN18-S gooseneck microphones (JB, WS, Atty1, Atty 2, P)
Add FM hearing assist BIS-ALS-FMS3
Add 9 port network switch
Add 9U rack with shelf
Add Power Distb. system

System:

Courtroom

Multiple Rooms?

No -- This scope does NOT consider multiple rooms.

Applicable Room Name(s):
General Sessions

Will any BIS Digital provided equipment need to match existing equipment?

No -- All BIS Digital provided equipment can be standalone and does not need to match any existing equipment.

System Training Required?

Yes -- BIS Digital Technicians will train end users on using the installed system.

VOIP / SIP / VTC:

- Zoom

Will BIS Digital provide ongoing support?

On-Site Support with Hardware Replacement

BIS Digital has a Cooperative Purchase Customer Agreement with TIPS Contract 230901 - Audio Visual Equipment, Supplies, and Services. This Agreement has been qualified with TIPS 10% discounts and will be able to use the BIS TIPS Contract 230901 per the agreement on quoted proposals.

Audio Sources:

	Location	Status	Placement	Type	Make/Model	Record Channel	Public Address	Stream Online	Use in VTC	Chairman	Voting	Request to Speak
A1	Judge	Provide 1 New	Desk-sitting	18" Gooseneck (w/ Mute)	AT	1	✓		✓			
A2	Witness	Provide 1 New	Desk-sitting	18" Gooseneck (w/ Mute)	AT	2	✓		✓			
A3	Podium 1	Provide 1 New	Desk-sitting	18" Gooseneck (Wireless)	AT	3	✓		✓			
A4	Podium 2	Provide 1 New	Desk-sitting	18" Gooseneck (w/ Mute)	AT	4	✓		✓			

Audio Destinations:

	Location	Status	Type	Zone	Make/Model
S1	Rack	Provide 8 New	In-ceiling Speaker	TBD	JBL

Additional Equipment:

	Location	Status	Make / Model	Ports Available
Amplifier	Rack	Provide 1 New	BIS-QSC-SPA4-100	4
Assisted Listening System	Rack	Provide 1 New	BIS-ALS-FMS3	
Desktop/Laptop	Clerk	Provide 1 New	Spec 2	
DSP/Mixer	Rack	Provide 1 New	BIS-QSC-8FLX-DAN-32IO-T-SE-UCI	8
Network Switch	Rack	Provide 1 New	BIS-NS-M4250-GSM4210PD	9
Power Conditioner	Rack	Provide 1 New	BIS-PWR-DIST-S2	

Rack:

	Location	Status	Type	Access	Conduit	Units Available
Rack 1	Attached Room	Provide 1 New	Enclosed	Direct (in-room)	Existing	10U

Is the client planning to record with DCR?

Yes -- BIS Digital is introducing recording via DCR.

DCR PC:

	Location	Status	Type	Recording Light	Recording Sign	Web Clock Sign	Start/Stop Light Switch	Physical Start/Stop Button	Physical Bookmark Button	3rd Party Control
DCR PC	Clerk	Provide 1 New	Laptop							

DCR File Storage (in addition to C: Drive):

	Location	Status	Type	Storage Capacity	Use Case	Minimum Retention Time (Years)
HD1	Clerk	Provide 1 New	External Hard Drive (SSD)	1TB	Daily Post-recording Backup	N/A

DCR License:

Status	Existing Audio Channels	Existing Video Channels	New Audio Channels	New Video Channels	Real-time Captioning	Docket Integration	Hosted Streaming	Network Monitor	Network Control	RTSP Streaming	Screen Capture	Transcription Assistant	Virtual Courtroom	Web Access	Web Clock
Provide 1 New	0	0	4	1											

Other DCR Player Locations:

Location Name	Number of People Needing Access	Recording Storage Access
Office 1	1	
Office 2	1	

Will the system be installed as part of a construction or renovation project?
No -- System will be installed with Existing Infrastructure.

Is there a Network Approval Process?
Unknown

Will an IT Administrator or someone with knowledge of the network be available throughout the project?
No -- Client did NOT confirm.

Carl WIlson carl.wilson@townofsmyrna.org (615) 355-5739

Approximate Number of Training Days:
0.25

System Training Hours:

	Estimated Hours
DCR	4
DCR-VC	0
DCR Player	2
Web Access / Network Monitor	0
Room Control	3
Evidence Presentation	0
Other (see notes)	0
Total	9

Is there any conduit available?

No -- Conduit is not available or does not exist.

Is there access above the ceiling?

Yes -- BIS Digital can access areas above ceilings on-site as needed.

Is there any ceiling height on-site greater than 14 feet?

No -- Ceiling heights at all locations are below 14 feet.

Is there known asbestos?

N/A -- The presence of asbestos does not impact the scope of this system.

Will cables be run in-wall?

Yes -- Existing infrastructure will support running cables in-wall.

Will cables be run on floor with coverings?

N/A -- Cables will not be ran across the floor for this scope.

Will equipment be mounted on walls, ceilings, or floors as needed?

Yes -- Existing infrastructure will support mounted equipment.

Did the client confirm that installation structures will support installed equipment as applicable?

No -- Client did NOT confirm.

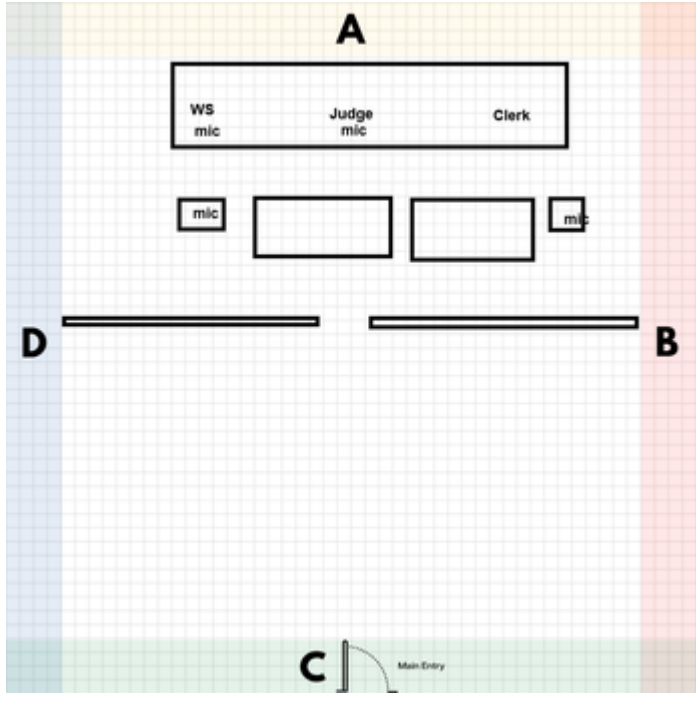
Is there a loading dock?

N/A -- Loading dock not needed for this scope.

Is there adequate, lockable storage available to store ALL equipment needed for the installation?

N/A -- Lockable storage not needed for this scope.

Room Diagram:



TIPS VENDOR AGREEMENT

TIPS RFP 230901 Audio Visual Equipment, Supplies, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

BIS Digital Inc. (Business Information Systems, Inc)

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM TIPS RFP

230901 Audio Visual Equipment, Supplies, and Services

Vendor Name: BIS Digital Inc. (Business Information Systems, Inc.)

Vendor Address: 1350 NE 56th Street, suite 300

City: Fort Lauderdale State: FL Zip Code: 33334

Vendor Authorized Signatory Name: Jade Coldren

Vendor Authorized Signatory Title: Sales Director

Vendor Authorized Signatory Phone: 954-493-7377 x4516

Vendor Authorized Signatory Email: jade.coldren@bisdigital.com

Vendor Authorized Signature: Date: 10-13-2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 11/13/2023

230901
BIS Digital
Business Information Systems
Supplier Response

Event Information

Number: 230901
Title: Audio Visual Equipment, Supplies, and Services
Type: Request for Proposal
Issue Date: 9/7/2023
Deadline: 10/20/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200904 AUDIO VISUAL EQUIPMENT, SUPPLIES, AND SERVICES ("200904") OR 220704 AUDIO VISUAL EQUIPMENT, SUPPLIES, AND SERVICES ("220704")YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR AUDIO-VISUAL OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200904 AND/OR 220704

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IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200904 OR 220704 WHICH COVERS ALL OF YOUR AUDIO-VISUAL OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

BIS Digital Information

Address: 1350 NE 56th Street
Suite 300
Ft Lauderdale, FL 33334
Phone: (800) 834-7674 x4553
Fax: (877) 858-5611
Toll Free: (800) 834-7674
Web Address: www.bisdigital.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jade Coldren
Signature

Jade.coldren@bisdigital.com
Email

Submitted at 10/16/2023 01:15:05 PM (CT)

Supplier Note

please contact us if you have any questions.

Requested Attachments

Vendor Agreement — 230901 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form — 230901 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1 — 230901 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 — 230901 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Reference Form — 230901 Reference Form.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form — 230901 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Current Form W-9 — W-9 2023 -BIS.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

BIS TIPS Proposal and Company Overview 10.13.23 (1).pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Multi-Channel Audio Video Recording hardware and software, Audio/Video Presentation Technology and Sound Amplification equipment, Virtual Meeting Technology with Live Streaming and Hosting for Courtrooms, Council Chambers and Law Enforcement Interview Rooms.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Jade Coldren

7 Primary Contact Title

Primary Contact Title

Sales Director

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

jade.coldren@bisdigital.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

9546814516

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8778585611

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9546814516

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Donovan Powell

13 **Secondary Contact Title**

Secondary Contact Title

Product Development Manager

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

donovan.powell@bisdigital.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

9546784846

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8778585611

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9546784846

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

isabel Valle

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

isabel.valle@bisdigital.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9544937377

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Jade Coldren

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

jade.coldren@bisidigital.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9544937377

24 **Company Website**

Company Website (Format - www.company.com)

www.bisdigital.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

BIS Digital Inc.

26 **Primary Address**

Primary Address

1350 NE 56th Street, #300

27 **Primary Address City**

Primary Address City

Fort Lauderdale

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

FL

29 **Primary Address Zip**

Primary Address Zip

33334

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Audio, Video, AV, Multi-channel digital Recording, Courtroom, Court Recording, Chambers Recording, QSC, BIAMP, Shure, Extron, Crestron, Streaming, Hosting, Audio-Technica, Axis, WolfVision, BYOD, TV, Monitor, Sound System, Williams Sound, Elmo, Presentation, Microphone, speaker, Mixer, amplifier, Presentation cart, visual,

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Fort Lauderdale

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

FL

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

41

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

10%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? No, Vendor does not agree Vendor corrected to "Yes" 11.9.23

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
48	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify
49	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree

50

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

55 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

66	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - SOME (Section B)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

77

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

80

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

85

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

86

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

87

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. NO

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? *No response*
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230901 Audio Visual Equipment, Supplies, and Services	BIS Digital Inc.

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Nam	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Marion County Indiana Superior Courts	Amitav Thamba - CTO	amitav.thamba@indy.gov	317-327-8564
16th Judicial Circuit of Florida	Carey Gibson - CTO	carey.gibson@keyscourts.net	305-292-3588
Clayton County Superior Court Georgia	Ben Cauble - CTO	ben.cauble@claytoncountyga.gov	770-477-3413
Val Verde County Texas	Judge Sergio Gonzalez	sgonzalez@valverdecounty.texas.gov	830-774-7575

TIPS CONTRACT 230901

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: BIS Digital Inc. (Business Information Systems, Inc)

Vendor Authorized Signatory Name: Jade Coldren

Vendor Authorized Signatory Title: Sales Director

Vendor Authorized Signatory Email: jade.coldren@bisdigital.com

Vendor Address: 1350 NE 56th Street, suite 300

City: Fort Lauderdale State: FL Zip Code: 33334

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

TIPS/Region 8 ESC

Request for Proposal (RFP)

TIPS RFP 230901 Audio Visual Equipment, Supplies, and Services

Due: 10-20-2023 03:00 PM

Contract Officer
Street Address: TIPS/Region 8 ESC
Street Address Line 2: 4845 US Hwy. 271 North
City: Pittsburg
State: Texas
Zip Code: 75686
Phone: (866) 839-8477
Email: bids@tips-usa.com

Proposal Information

Title of Proposal:
TIPS RFP 230901 Audio Visual Equipment, Supplies, and Services

Proposal Total:
Please See Attached Pricing Catalog

BIS Digital Proposal Reference ID:
P-2300548

Proposal Due Date:
Friday, October 20, 2023 03:00 PM

Request for Proposal (RFP) Number:
RFP 230901

Intended Recipient Name (Attention To):
Contract Officer

Drop-off Location (Building Name):
On-Line

Delivery Address:
TIPS/Region 8 ESC, 4845 US Hwy. 271 North
Pittsburg, Texas, 75686

Contract Number:
TIPS Contract 220704 - Audio Visual Equipment, Supplies, and Services

Submitting Organization Information

Name:
Business Information Systems, Inc. DBA: BIS Digital

Address:
1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334

Phone:
(800) 834-7674
(954) 493-7377

Email:
sales@bisdigital.com

Account Manager Phone:
(800) 834-7674 x. 4516

Website:
www.bisdigital.com

Fax:
(877) 858-5611

Statement:
BIS Digital certifies that we meet or exceed all the necessary requirements outlined in this Request for Proposal (RFP). Our responses to the RFP are truthful and accurate, and our pricing remains valid for the duration of this bidding process. We are confident in our ability to fulfill the requirements of this opportunity and look forward to the opportunity to work with your organization.

Account Manager:
Jade Coldren

Date:
October 13, 2023

October 13, 2023

Contract Officer

TIPS/Region 8 ESC, 4845 US Hwy. 271 North
Pittsburg, Texas, 75686

bids@tips-usa.com

Dear Contract Officer,

Thank you for considering BIS Digital for your audio and video needs. We are pleased to submit our proposal in response to your request.

Attached to this proposal, you will find detailed information about our products and services, as well as pricing and terms. We believe that our proposal represents the best value for TIPS/Region 8 ESC, and we look forward to the opportunity to work with you.

If you have any questions or would like to discuss this proposal further, please do not hesitate to contact us.

Sincerely,

Jade Coldren
Account Manager
jade.coldren@bisdigital.com

Proposal Terms and Conditions

Proposal ID	P-2300548
Effective Period	This proposal is valid through the date required by the requesting organization.
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Deposit	All orders above $5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.
Payment Terms	Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment.
Cancellation	In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order. Restocking Fee: A 20% restocking fee will be charged for all canceled orders.
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives

Company Overview

BIS Digital has been in the audio and video industry since 1982 and possesses a wealth of experience in providing integrated solutions for entities of all sizes. Headquartered in Ft. Lauderdale, Florida, the company has over 90 employees with direct sales and service representatives throughout the US.

Our primary business is the sale, service, and support of multi-channel digital audio/video recording software for the judicial and courtroom systems; city/county governments; public safety and interview rooms; and private enterprises. Other areas of expertise include software-based enterprise room control, AV electronic hardware and software integration, video presentation technology and tv broadcast systems, and digital sound/audio reinforcement.

In addition to our comprehensive AV solutions, we provide a range of video conferencing options for remote video arraignment and other court conferencing needs, in either hosted or non-hosted formats. We also offer remote language translation connectivity and digital dictation, as well as meeting agenda automation, live streaming, web hosting, and on-demand systems. From concept to completion, we have provided these technologies to over 6,000 customers.

The strategic direction for BIS Digital has been to develop solutions that operate in an open architecture environment, are user-friendly, and can be accessed on PCs, tablets, and smartphones. We work with award-winning manufacturers to design fully integrated AV capabilities for optimal workflow and efficiency. All our solutions are developed to work seamlessly with our core DCR audio and video recording software and any current case management software being utilized in the courts and other spaces today.

As such, our team has a deep understanding of the unique requirements in these settings and the importance of reliable and effective AV systems. Our priority is to work closely with our clients to ascertain their specific needs and design a system that meets them. With that said, to us, technology integration and support is more than a project. It's a partnership. It's why we also offer ongoing maintenance and support for our AV systems, as well as providing training and technical assistance to users. We strive to build long-lasting relationships with our clients and exceed their expectations at every opportunity.

Corporate Data

Years in Business
42

Number of Employees
90

Geographic Reach
US + 6 Countries

Financial Information
BIS Digital is a privately held corporation. Submission of confidential financial information can be delivered upon request.

Certifications
BIS Digital is a Certified Reseller and Authorized Support Agency for the following manufacturers (including but not limited to):

- ASC
- Ashly
- Atlona
- Audio-Technica
- Axis
- Biamp
- Dante
- Extron
- Philips
- QSC
- Shure
- Sony
- Televic
- Williams Sound
- WolfVision

Owner / CEO
Steve Coldren

Vice President
Kirk Ambrose

CFO
Isabel Valle

Manager of Operations
Gary Jones

Sales Director
Jade Coldren

Account Manager
Jade Coldren

System Engineer
Donovan Powell

Project Manager
Rosie Socolovitch

Key System Technology

Digital Court Recorder (DCR)

DCR is a multi-channel audio and video recording platform specifically designed to address the limitations of most recording systems. It allows for up to 32 separate audio channels and up to 8 separate video channels to be recorded and stored in a single file. DCR can be used with a PC or portable system, or remotely capture audio and video from a centralized or non-centralized system without traditional digital USB mixers. It can also be accessed through a standard internet browser or network connection.

The recording can be saved to two locations simultaneously such as a hard drive, network drive, CD, DVD, or other PC-compatible storage media and locations on separate or shared networks. In addition, DCR offers file attachments, sealing of the recording, remote monitoring, and optional features such as remote control operation, case management integration, post-recording management, and virtual conferencing. The solution is compatible with most traditional laptops and tower PCs that run Windows 7 or higher.

In addition to its core recording capabilities, the DCR platform includes several other prominent features. Codec independence allows users to choose the size of the recording file and easily adopt new audio recording codec technology. The platform's equipment agnosticism allows it to capture sound systems, in-person participants, telephone participants, video, and VTC participants simultaneously. Confidence monitoring allows users to see level meters and listen to the audio recording as it is being written to the PC's hard drive, ensuring the best possible quality. Users can also embed notes directly into the audio/video files for easy management and faster retrieval, most notably through the use of bookmarks, DCR's most comprehensive feature.

Bookmarks allow operators to enter notes while a recording is in progress. Each bookmark includes a time stamp and links directly to the audio/video segment. The platform also provides automatic notes indicating the start, pause, and stop of the file and includes information on the time, speaker, and metadata. Users can utilize bookmarks to enter unique identification data relevant to their needs including but not limited to personal information (such as a name or title), officer's badge number, agenda topic, recording ID, etc. They can also attach any digital file type to the aforementioned examples or upload it as a standalone bookmark. Predefined Bookmarks allow for prefilled data to be entered during a recording (such as docket information from an agency's case management system). Whereas Text Substitution allows users to create shortcuts for commonly used words or phrases. In any case, bookmarks can be edited during or after recording.

Integrated into a system, DCR can be set to create a new audio file in specific instances, such as when a hearing starts or a light switch is turned on automatically naming the file based on requirements. Similarly, it can be set to close a file when a hearing ends or a light switch is turned off. If the recording is interrupted, the operator can easily and quickly resume the session. Files can be also started, paused, stopped, and resumed without creating a new file if needed.

DCR Player

DCR handles retrieval, playback, and exporting with DCR Player, which was designed with transcription in mind and is feature-rich to make the process as efficient as possible. DCR Player is 508 compliant and has been certified for use with Magic Screen Magnifier, JAWS Speech Software, and Dragon Software. It is currently supported on Windows, Android, iOS, and Mac OS devices and is also compatible with any USB foot pedal.

DCR Player allows operators to locate recordings by searching for identification data or by searching for any word or phrase in the bookmarks. Users can play, pause, stop, fast forward, rewind, and jump to specific points in the DCR file and navigate through the recording using bookmarks, jump-to-time, or a progressive slider bar.

The player includes a visual indication of the current point in the audio file, the total runtime of the entire file, and the file name. It allows users to listen and control the audio of each participant separately from the others. Or combine any number of channels and use built-in noise-filtering to eliminate ambient background

noise during playback. It can even filter out ultra-low frequencies below 125 Hz to reduce noise from microphone bumps. The player also has auto gain control to maintain a constant audio level during playback, treble and base audio level controls, and variable pitch control to speed up or slow down playback without changing the pitch.

As for exporting, DCR Player allows users to export any part of a file to a WMA, WMV, WAV, MP3, MP4, AVI, PDF, or DCR file with any combination of channels, video, and bookmarks (as long as the format supports it). Music formats break down bookmarks into song tracks and allow users to listen to recordings from CDs, DVDs, USB storage devices, and hard drives. When creating MP4s, DCR Player will also create a separate meta-data file. This includes an HTML file that can be viewed in a browser and allows for playback of the video, audio, and use of bookmarks.

DCR Virtual Courtroom

While there are many ways to virtually connect online, Digital Court Recorder - Virtual Courtroom (DCR-VC) was designed specifically to address the needs related to holding virtual hearings managed by courts of record. As an extension of DCR, the comprehensive platform provides a secure internet-based, hybrid, or virtual courtroom environment where a complete and accurate, multi-audio channel recording of a proceeding is created.

It includes complete end-to-end encryption for all media data and materials, in accordance with U.S. National Institute of Standards and Technology (NIST) Special Publication 800-131A. This ensures that all communications and information shared within the virtual courtroom are kept confidential. The system also offers individual audio recording channels for each participant, whether they are joining the conference locally or remotely. This allows for accurate and detailed recordings of proceedings, which can be transcribed by a transcriptionist using the DCR Player.

Additionally, the platform supports hybrid configurations, where local microphones are individually captured alongside remote participants, and offers both unique and generic links for accessing the conference. It is compatible with iOS and Android devices, as well as plain telephones through VoIP lines. Other features include the ability to share documents and text messages securely, the option for participants to join private rooms where they are not recorded or heard by others, support for simultaneous interpretation, automatic audit of connections and disconnections, the ability for all conference participants to share their screens, and the option for streaming court activities to a website, a Wowza server, or third-party sites such as YouTube.

Room Control

BIS Digital provides room control systems to improve the efficiency and convenience of managing multiple systems and devices in a space. With a centralized touchscreen interface, users can easily access and control the various systems and devices in a room, without the need to navigate through multiple separate controls or interfaces. This can help to reduce the time and effort required to set up and manage a space, and it can also help to improve the overall user experience. For instance, in a courtroom, clients may want to be able to control the lighting, temperature, and audio-visual systems from the touch screen, or they may want to be able to access legal documents or other materials from a central location. Similarly, in a council room, clients may want to be able to control the lighting, temperature, and audio-visual systems, as well as access agendas, reports, and other documents from the touchscreen interface. BIS Digital customizes the user controls with the specific functions and features outlined in the scope of work.

Digital Signal Processor

Digital Signal Processors (DSPs) are specialized computers that are used to process and manipulate signals in real time. This is achieved through algorithms that can analyze and manipulate audio in a variety of ways. For example, a DSP might be used to adjust the volume of an audio signal, remove background noise, or cancel out echoes. They are an essential component of many BIS Digital provided audio systems and are used in a wide range of applications including but not limited to courtrooms, council chambers, police stations, and conference rooms.

BIS Digital provides DSPs that offer advanced processing capabilities and a range of connectivity options, particularly where clear, intelligible audio is critical. Specifically, most of our DSPs will handle up to 64

channels of audio and support a range of audio signal types, including analog, digital, and networked audio, such as voice over internal protocols (VOIP) or Dante.

In a typical courtroom environment, we'll use a DSP to amplify the voice of a witness or to reduce background noise so that the testimony can be heard clearly by all parties. In some cases, a white noise sidebar preset may be configured. Or audio may need to be sent from one room to an overflow area. As to the specific functionality for this project, BIS Digital will prioritize the documented requests outlined in the scope of work but will adjust on site, as needed, based on the installation environment and client needs. This allows us to ensure that the final product meets your expectations and functions effectively within any known or unknown constraints.

Assisted Listening System

An assisted listening system is designed to help people with hearing loss or other auditory impairments to better hear and understand speech and other sounds in their environment. In a large room, these systems typically consist of one or more receivers worn by the listener(s), which wirelessly receive a signal from a transmitter connected to the in-room microphones. The receiver amplifies the sound and delivers it directly to the listener's ear. Some assisted listening systems also have additional features, such as noise reduction and speech enhancement, to improve the listening experience. They are often used in settings such as classrooms, meetings, courtrooms, council rooms, and places of worship to help people with hearing loss to more easily participate in these events. BIS Digital special orders assisted listening equipment per the requirements outlined in the scope of work.

Document Camera

A document camera, also known as a visual presenter or visualizer, is a device that is used to display physical documents, objects, or other materials on a screen or monitor for the purpose of sharing them with an audience. BIS Digital typically supplies document cameras that consist of an articulating stand or arm with a camera mounted on top, which is positioned above the document or object that is being displayed. The camera captures an image of the document or object and displays it on client-specified screens in real time, allowing people to see the details of the material being presented.

Evidence Presentation

As part of our comprehensive AV system solution, BIS Digital proposes an advanced evidence presentation system that offers optional annotation capabilities. This versatile system can be seamlessly operated on touch-enabled screens or tablet devices, enabling presenters, typically attorneys or witnesses, to interact with the evidence digitally. Our system supports various evidence formats, including documents, images, audio recordings, and videos. In situations where non-digital evidence is required, BIS Digital can integrate a document camera as a source feed into the evidence presentation system. The evidence can then be presented on displays throughout the courtroom, ensuring all participants, including the judge, jury, attorneys, and witnesses, have a clear view.

During presentations, presenters can leverage the touch screen annotation features to emphasize specific sections of the evidence, create diagrams, add notes, or underline important points. Real-time annotation functionality facilitates dynamic and collaborative interaction during evidence analysis. Attorneys can raise objections, present counter-arguments, or pose questions related to the evidence using the touch screen interface. Additionally, judges can use the system to mark rulings or seek clarifications.

To cater to specific room workflows, our solution offers a preview and publish evidence option. This feature allows authorized individuals, such as the judge, to select specific evidence for review by clicking the preview button. The selected evidence will only be displayed on monitors designated as preview monitors. Once the judge has reviewed the evidence and determined its admissibility, there is an option to publish the evidence to the gallery. By selecting the publish option, the evidence becomes accessible to gallery participants, including the jury, witnesses, and opposing counsel, via designated 'publish' monitors.

For added convenience, our larger AV system can optionally record the presented evidence and any annotations made during the session. If integrated with a room control system, the evidence presentation controls can be consolidated into a single control interface, simplifying operation and enhancing efficiency.

Cynap

Included in this proposal is a WolfVision Cynap, an advanced wireless presentation and collaboration system packed with a wide array of essential features. With the Cynap system, users can seamlessly share and showcase content from their personal devices on a larger screen or monitor. By leveraging a network connection, content transmission from the presentation device to the hub becomes cable-free, simplifying setup and enabling usage in any location with ease. One notable capability of the Cynap system is its support for simultaneous connections of multiple presentation devices, fostering collaborative content sharing among multiple users. Moreover, it can effortlessly connect to multiple displays at once, empowering users to share content across multiple screens or display different content on each screen. The Cynap system also boasts an intuitive on-screen annotation tool, empowering users to make real-time handwritten notes or drawings on the displayed content, facilitating seamless collaboration and communication. Furthermore, it offers robust support for audio and video content, making it an adaptable tool for a wide range of applications. Compatible with laptops, tablets, and smartphones, the Cynap system prioritizes security with features like encryption and password protection, ensuring the utmost protection for shared content.

Televic

Televic is a provider of professional audio and video conferencing solutions that are designed to help businesses and organizations communicate and collaborate more effectively. The company offers a range of products and services that are suitable for a variety of applications, including meetings, presentations, and remote collaboration.

One of the key features that sets Televic apart from other conferencing solutions is the range of audio and video conferencing products it offers. These products include conference phones, speakerphones, and software applications that allow users to participate in meetings and presentations over the phone or through a computer. Televic also offers a range of video conferencing products, including cameras, monitors, and software applications that allow users to join video conferences from any device. But where they excel is in conferencing microphones. BIS Digital recommends Televic because its solutions are designed to be scalable, allowing them to be easily customized and expanded to meet the needs of any organization.

Installation Overview

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

After all elements are installed and tested, our technicians will provide user training to ensure that all end users are comfortable operating the AV system. The scope of training will vary depending on the complexity of the project and the number of users who need to be trained. This may include hands-on training sessions, demonstrations, and the creation of user manuals or other documentation as needed. Ongoing training can also be provided through an on-site service or remote service agreement if desired. Our goal is to ensure that all end users have the knowledge and skills they need to effectively use and maintain the AV system.

BISDIGITAL

Support and Service Overview

At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Jade Coldren
(800) 834-7674 x. 4516

Technical Services Manager – Gary Jones
(800) 834-7674 x. 4513

President – Steve Coldren
(800) 834-7674 x. 4504

References

Marion County (IN) Superior Courts
Amitav Thamba – Chief Technology Officer, Marion Superior Court
(317) 327-8564
athamba@indy.gov

Delaware County (IN) Circuit Courts
Emily Anderson – Court Administrator
(765) 747-7734
eanderson@co.delaware.in.us

Kosciusko County (IN) Circuit and Superior Courts
Bob Momeyer – Systems Administration
(574) 372-2479
bmomeyer@kcgov.com

Muskegon County (MI) 60th District Courts and 14th Circuit Courts
Patrick Finnegan – District Court Administrator
(231) 724-6356
finneganpa@co.muskegon.mi.us

Sandra Vanderhyde – Circuit Court Administrator
(231) 724-7138
vanderhydes@co.muskegon.mi.us

Clayton County (GA) Superior and State Courts
Ben Cauble – IT Director
(770) 477-3413
ben.cauble@co.clayton.ga.us

Franklin County (OH) Municipal Courts
Myirah Hisam – Business Systems Analyst
(641) 645-0703
hisamm@fmcclerk.com

Ottawa County (MI) Circuit, District, and Probate Courts
Susan Franklin – Court Administrator
(616) 846-8356
sfranklin@miottawa.org

Camden County (GA) Superior, Probate, and Magistrate Courts
Joy Lynn Turner – Clerk of Court
(912) 576-5631
jlturner@co.camden.ga.us

RESOLUTION #17 - 19

(Please check)
__x__ Governing Board
____ Commissioners Court

STATE OF Tennessee COUNTY OF Rutherford

THE REGION VIII EDUCATION SERVICE CENTER for THE INTERLOCAL PURCHASING SYSTEM

And

Town of Smyrna
(Name of Entity applying for Membership in TIPS)

WHEREAS, the entity listed above, pursuant to the authority granted by the applicant's state purchasing Requirements, desires to participate in The Interlocal Purchasing System (TIPS). TIPS is a National Cooperative Purchasing Program offered by Region VIII Education Service Center, located in Pittsburg, Texas, (Camp County). Participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to the taxpayers through the anticipated savings to be realized by such entity listed above.

Therefore, be it RESOLVED, that the entity listed above has identified a stated need for participation in The Interlocal Purchasing System (TIPS) whereby Rex Gaither is
(Name of Authorized Person)

authorized and directed to sign and deliver any and all necessary documents herewith for and on behalf of above named entity requesting membership in TIPS. I certify that the foregoing is a true and correct original Resolution duly adopted by the Town of Smyrna
(Name of Entity applying for Membership in TIPS)

and is filed on record with TIPS.

In witness thereof, I have set my hand and signature this 12th day of September, 2017.

By: Rex A. Gaither
(Authorized Signature for Entity)

Rex Gaither
(Printed Name)

Finance Director
(Title or Position)

rex.gaither@townofsmyrna.org
(email address)

This legal document will remain current on file until either party severs the agreement.

Supreme Court of Tennessee

Administrative Office of the Courts
Nashville City Center, Suite 600
511 Union Street
Nashville, Tennessee 37219
615 / 741-2687 or 800 / 448-7970
FAX 615 / 741-6285

ELIZABETH A. SYKES
Director

TIM TOWNSEND
Deputy Director

M E M O R A N D U M

TO: **Trial Court Judges with Criminal Jurisdiction**
Official Court Reporters
Contract Court Reporters
Circuit/Criminal Court Clerks

FROM: **Connie D. Turner, Coord., Court Reporting Services**

DATE: **December 19, 2006**

RE: **Recording Equipment**

♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦

Many of you have probably been made aware that the current recording equipment, the Sony BM-246 that is used to record criminal court proceedings will no longer be available for purchase. Therefore, in our efforts to continue to provide courtrooms with adequate recording devices, the AOC has chosen to replace the analog recorders with digital recording systems.

We have received proposals from three reputable vendors who distribute digital recording systems. After a thorough evaluation of each vendor's product, the AOC has selected BIS as the vendor to provide the digital recording equipment.

BIS is a 24-year old company that offers the fully integrated DCR (digital court recorder) software to over 2,000 customers. BIS acquired Tennyson Business Machines (TBM) in February 2006. Employees of TBM will continue as employees of BIS.

We are confident that the DCR system will provide exceptional sound quality, ease of use, and the ability to automatically store files in one location. In addition, the AOC has confidence in the dependability, promptness, and the ability of the employees of this company.

For cost effectiveness the new systems will not be installed in every county at this time. It has been determined that the digital systems will be initially placed in the following counties: Anderson, Blount, Bradley, Hamilton, Knox, Rutherford, Shelby, Sullivan, Sumner, Washington, and Williamson. These counties were selected due to the caseload that each has. The remaining counties will continue to use the Sony BM-246 until further notice. Repair and maintenance of the BM-246 will still be available through BIS. Court reporters of the perspective districts will be contacted by BIS to discuss installation and training schedules.

We believe that the move to digital recording will assist us in our efforts to stay abreast of the advancements in technology and in our efforts to provide a more efficient court system.

If you have questions or concerns regarding any of the information included within this memo, you are welcomed to contact me at the number listed above.

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 6.g.
Department: Information Systems
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with Recite Me for the procurement and installation of a Website ADA Compliance Tool.

Fiscal Impact:
A one-time payment of $10,183 for two years of tool use.

Contract Type:
Original Contract

Contract Term (if applicable):
The Town is getting a 15% discount for purchasing 2 years of the Accessibility Toolbar and Compliance Checker. The 2 years align to the Website Provider contract. It is a one-time payment of $10,183

Background:
By April 24, 2026, state and local government websites with a population exceeding 50,000 must be compliant with the new Americans with Disabilities Act (ADA) regulations, which mandate they meet the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. This rule requires websites to be perceivable, operable, understandable, and robust for users with disabilities, impacting everything from content structure and color contrast to providing alternatives for non-text content like audio and video. Key requirements include using proper headings, providing alt text for images, ensuring keyboard accessibility, and making all new PDFs accessible. We reviewed a number of tools and identified that this set of tools provided the most features and was also the lowest cost of the tools reviewed.

Summary:
These tools will help the Town Website to meet the ADA compliance requirements.

The Recite Me accessibility toolbar will be a tool on the website that makes it more accessible and inclusive for people with disabilities or language barriers. It allows users to customize their experience by providing features like a screen reader to read text aloud, text-to-speech, language translation into over 100 languages, and a range of reading and styling aids. The toolbar includes a text-to-speech function with controls to play, pause, rewind, and forward text, and options to download the content as an audio

file. It also includes text adjustments such as font size, color changes for text, background, and links, along with reading aids like a screen mask, ruler, and magnifier.

The Recite Me Accessibility Checker is a tool that will be used by the IT Department to automatically scan the website to identify and report accessibility issues based on WCAG standards. It analyzes various aspects like color contrast, image alt text, and navigation, then generates a report with an accessibility score and a prioritized list of actionable fixes to help organizations improve compliance with accessibility legislation.

Recommended Council Action:
Staff recommends that Council approve this request and provide the Mayor with the authority to sign the contract.

Attachments:
1. Recite Me Proposal

Recite Me NA LLC

(the "**Supplier**")12110 Sunset Hills Rd #600,
Reston VA 20190 USA

&

Town of Smyrna, 315 S Lowry St, , Tennessee, 37167, United States

Website Accessibility Toolbar

1. Description of The Services Contracted

1. The Supplier will provide Recite Me web accessibility software ("the Web Accessibility Software") for the Client's website for the duration of the agreement. Recite Me is supplied on a software as a service ("SaaS") basis.

2. The Supplier will provide a named account manager who will be the main point of contact between the Supplier and the Client throughout the agreement.

3. The Supplier will provide technical support as required.

2. Exclusivity and Intellectual Property Rights

1. The Supplier is permitted to offer the same Web Accessibility Software to other companies.

2. It is agreed and acknowledged that all Intellectual Property Rights in the Web Accessibility Software belong exclusively to the Supplier and the Supplier's sister company Recite Me Limited on behalf of which the Supplier acts as exclusive agent in the United States of America.

3. The Supplier warrants that the Supplier has the right to provide the Web Accessibility Software to the Client as set out in this Agreement and that such provision shall not infringe the intellectual property rights of any third party.

3. Support

The Supplier is committed to providing technical support to the Client, when applicable, throughout the Term of this agreement. Furthermore, the Supplier will ensure that the Web Accessibility Software is available in accordance with the service levels set out in Appendix A.

4. Breach Of Contract

1. The Supplier will endeavor to rectify a breach of contract within 1 month.

2. The Client shall be permitted to contract with another supplier should the Supplier fail to rectify the breach within the given period.

5. Supplier Fees

1. In consideration for the provision of the Web Accessibility software the Client shall pay the Supplier the following charges:

Please refer to page 2

Payments must be made within 30 days of the date of the invoice.

6. Supplier Contact

The designated person/department of the Client who is to supervise the Supplier's work will be provided by the Client.

7. Termination

This Agreement shall be renewed for succeeding Renewal Terms equal to the initial term unless either party gives

written notice at least 90 days prior to the expiration of any term of the Company's intention not to renew, in which

case the Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or succeeding

Renewal Term respectively.

The contract can be terminated without notice subject to

1. Receivership, administration or liquidation of either party

2. Breach of any term of the agreement that is not remedied within one month by either party

8. Confidentiality

1. Each party agrees to keep confidential any and all commercial, technical, financial or other business information concerning the other party to which it may become party during the course of this Agreement and further agrees in particular not to disclose all or any part of that information to any third party, except as may be required by a mandatory rule of law or order of court of competent jurisdiction.

2. For the purposes of this clause if the parties agree that confidential information shall not include:

• Information generally available to members of the public in written or other fixed form or which becomes so available through no fault or breach of this Agreement on the part of the recipient;

• Information which its recipient can establish by independent evidence was available to it and its free disposal prior to its receipt under or in connection with this Agreement; and

• Information at any time received from a third party not apparently bound (after enquiry) by any contractual or fiduciary obligation of confidence and thus free to make disclosure.

• The Supplier may issue press releases or promotional material relating to the Client and its use of the Web Accessibility Software for advertising or other purposes before, during or after termination of this agreement.

• This clause shall continue to have full force and effect both before and after termination of this Agreement (for whatever reason).

9. Documentation

Service of documents between the parties may be by email or normal post.

10. Liability

1. The Supplier is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

2. Save in the case of death or personal injury resulting from its negligence the aggregate liability of Recite Me NA LLC. under this Agreement (howsoever arising) shall not exceed $5,000.

11. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the state of Virginia.

A. Recite Me SLA

1. During each month of this Agreement the Supplier undertakes to the Client that the Software shall be capable of being accessed (except where inaccessibility is caused by backbone outage or power failure of the National power suppliers or any event of Force Majeure) no less than 99.9% of the time during normal working hours of 09:00 to 17:00 EST.*

2. During each month of this Agreement the Supplier undertakes to the Client that the server on which the Software is hosted and the ancillary equipment out to the relevant router shall have no more than 1.0% down time.*

3. The Supplier undertakes that the Software is backed-up at least once every 24 hours and secured in accordance with good industry practice.

4. The Supplier will monitor the Software on the relevant server and if at any time the Software is not fully accessible for 2 hours or more then the Supplier shall notify the Client immediately and the Supplier shall start correcting the problem immediately and shall continue working on it until it is remedied.

5. The Supplier will ensure that:

• All planned maintenance will be undertaken outside of the normal working hours referred to above.

• All planned maintenance which may result in the Software not being available for more than 2 hours will be notified to all clients prior to carrying out such maintenance.

• Notice of emergency maintenance will be given as soon as is practicable.

*For the avoidance of confusion the difference between points 1 and 2 is designed to reflect that within normal working hours our team can react in real time to any issue, whereas out of hours this may take a little longer, and to allow for any planned system downtime for maintenance/upgrades.

Website Accessibility Checker

1. Binding Contract

We have enclosed with this letter an Order Form relating to the Accessibility Scanning Technology Service ("**ASTS Order Form**"). When the Client signs and returns the ASTS Order Form to Recite Me, a binding agreement shall be formed between Recite Me and the Client relating to the Accessibility Scanning Technology Service ("**ASTS Agreement**") which comprises the ASTS Order Form and the Recite Me Terms, as varied by the terms of this letter. See Appendix A.

For the purpose of the ASTS Agreement, references in the Recite Me Terms to "the Order Form" shall be to the ASTS Order Form and references to "Services", "Authorized Domains", "Subscription Fees" and the "Initial Subscription Term" shall have the meaning given to them in the ASTS Order Form.

If there is any conflict between the Recite Me Terms and this letter, this letter shall prevail. All provisions of the Recite Me Terms which are not expressly varied by this letter shall continue in full force and effect.

2. **Warranties**

Recite Me warrants to the Client that the Accessibility Scanning Technology Service and Portal shall comply in all material respects with the Documentation. If the Accessibility Scanning Technology Service and/or Portal do not conform with this warranty, Recite Me will, at its expense, use reasonable commercial endeavors to correct any such non-conformance and, if it is unable to do so within thirty (30) days of Client notifying Recite Me of the non-conformance (or such longer period as the Client and Recite Me agree), Client may terminate the ASTS Agreement.

Recite Me warrants to the Client that Client's use of the Accessibility Scanning Technology Service and the Portal in accordance with the ASTS Agreement shall not infringe the Intellectual Property Rights of a third party. If Client receives any third party claim that its use of the Accessibility Scanning Technology Service and/or Portal in accordance with the ASTS Agreement infringes the Intellectual Property Rights of a third party, it shall promptly notify Recite Me and immediately cease using the Accessibility Scanning Technology Service and the Portal until such time as Recite Me notifies Client that:

(a) it has procured a licensee for the Client to continue using the Accessibility Scanning Technology Service and the Portal; or

(b) it has amended the Accessibility Scanning Technology Service and the Portal such that it ceases to be infringing; or

(c) it is terminating the ASTS Agreement.

Client warrants to Recite Me that it is the owner of the Authorized Domains and the websites and web applications published at those Authorized Domains and that it has the right to instruct Recite Me to provide the Accessibility Scanning Technology Service in relation to the Authorized Domains and the websites and web applications published at them.

3. **Exclusion of liability for compliance with accessibility related laws**

While the Accessibility Scanning Technology Service is designed to scan the websites and web applications

published at the Authorized Domains against the Programmatic Success Criteria and the report of errors and fixes available through the Portal is designed to enable the Client to make the websites published at the Authorized Domains substantially more accessible, Recite Me does not warrant that:

(a) the Accessibility Scanning Technology Service will identify all accessibility issues with the websites and web applications published at the Authorized Domains;

(b) the Client's rectification of accessibility issues identified by the Accessibility Scanning Technology Service will:

a. ensure that the websites published at the Authorized Domains are compliant with all or any of the WCAG standards or any other accessibility related laws, rules, regulations, standards and/or guidance ("**Accessibility Laws and Standards**"); or

b. eliminate the risk of any claims or assertions against the Client in relation to the accessibility or otherwise of the websites and web applications published at the Authorized Domains.

The Client acknowledges and accepts that it is solely responsible for ensuring that its websites and web applications are compliant with Accessibility Laws and Standards and for any action it takes in relation to any accessibility issues identified by the Accessibility Scanning Technology Service.

4. Authorized Users

As part of the Accessibility Scanning Technology Service, Recite Me shall provide up to five (5) user licenses for those of the Client's personnel who are nominated by the Client ("**Authorized Users**") with an account to access the Recite Me portal ("**Portal**"), through which:

(a) the results of the Accessibility Scanning Technology Service can be viewed; and

(b) the Authorized Users may enter into dialogue with Recite Me personnel in relation to issues identified by the Accessibility Scanning Technology Service.

To enable Recite Me to provide the Authorized Users with access to the Portal, Recite Me will need to set up a user account for each Authorized User and to do so, it will require the full name, email address and contact telephone number of each Authorized User. Recite Me will then generate a user account for each Authorized User ("**User Account**") including a username and password ("**Log in Details**") for each Authorized User which that Authorized User can use to log into the Portal.

Client acknowledges and accepts that:

(a) it must ensure that each Authorized User: (i) provides accurate and complete information to enable Recite Me to create a User Account for that Authorized User and notifies Recite Me promptly of any changes to that information; and (ii) keeps his or her User Account and Log in Details confidential and does not share, lend or give them to anyone else;

(b) it is solely responsible for any and all activities that occur under a User Account;

(c) it must notify Recite Me immediately if any User Account and/or Log in Details have been compromised, or if Client or any Authorized User believes that they will or may have been compromised;

(d) any information, guidance and/or assistance provided by any Recite Me personnel to any Authorized User, whether through his or her User Account, the Portal or otherwise, is for information purposes only and does not constitute legal advice. If the Client or any Authorized User chooses to act on any such information or guidance or to accept any such assistance, they do so at its own risk. Recite Me disclaims all liability, howsoever arising, in relation to any such information, guidance and/or assistance unless and to the extent that Recite Me agrees to provide information, guidance and/or assistance to the Client in a professional services contract.

5. Suspension

Recite Me may, at any time and without prior notice, suspend the provision of the Accessibility Scanning Technology Service in whole or part and/or the Client's and/or its Authorized Users' access to the Portal or any part of it or any information available on or through it, if Recite Me believes that any of the following circumstances apply ("**Circumstances for Suspension**"):

(a) providing the Accessibility Scanning Technology Service in relation to some or all of the Authorized Domains may impose a security risk, cause harm to or cause Recite Me, any of its clients or any third party to incur any liability;

(b) Client, any of its Authorized Users or any third party acting on their behalf are using the Portal in a manner that may impose a security risk, cause harm to or cause Recite Me, any of its clients or any third party to incur any liability; or

(c) the Client or any of its Authorized Users is in breach the provisions of the ASTS Agreement or applicable law.

Recite Me will lift any such suspension when it is satisfied (acting reasonably) that the relevant Circumstances for Suspension no longer apply.

The foregoing suspension rights are in addition to any other remedies that may be available to Recite Me in accordance with the ASTS Agreement and/or applicable law.

6. Changes to the Accessibility Scanning Technology **Service**

Recite Me may, at any time and at its sole discretion, develop and provide updates to the Accessibility Scanning Technology Service and/or Portal, which may include upgrades, bug fixes, patches, other error corrections, the ability to scan against new Programmatic Success Criteria and/or other new features or modifications or discontinuation of existing features (collectively, "**Updates**").

The Client acknowledges and agrees that:

(a) Recite Me has no obligation to provide Updates or to continue to provide or enable any particular features or functionality and that all Updates are part of the Accessibility Scanning Technology Service and/or Portal and are subject to all of the provisions of the ASTS Agreement;

(b) If Recite Me introduces an Update which comprises the ability to scan against one or more new Programmatic Success Criteria:

a. the breadth of tests for those new Programmatic Success Criteria may be narrower than the breadth of tests for existing Programmatic Success Criteria for a period after such Update is first launched;

b. scans for the new Programmatic Success Criteria may result in incorrect test results for a period after such Update is first launched. Client agrees to report any incorrect test results generated by, and to provide feedback in relation to, scans for the new Programmatic Success Criteria to Recite Me and otherwise work with Recite Me to enable Recite Me to improve the scan results for such new Programmatic Success Criteria;

(c) Recite Me may, in its sole discretion, modify, correct, amend, enhance, improve, remove or make any other changes to the Accessibility Scanning Technology Service and/or Portal (or any part or feature thereof) without notice, at any time. The Client may terminate the ASTS Agreement if Recite Me makes material changes to the Accessibility Scanning Technology Service and/or Portal that Client does not agree with. All Subscription Fees paid prior to termination are non-refundable.

7. Feedback

If the Client or any of its Authorized Users provides Recite Me with any ideas, feedback, recommendations, comments or suggestions in relation to the Accessibility Scanning Technology Service, the Portal and/or the reports and information obtained through the Accessibility Scanning Technology Service, including, without limitation, any feedback in relation to the results obtained from scans for any new Programmatic Success Criteria launched as Updates (collectively "**Ideas**"), the Client hereby irrevocably assigns and transfers, on behalf of itself and its Authorized Users, all intellectual property and other proprietary rights in such Ideas to Recite Me, free of charge from the date they are provided to Recite Me.

The Client acknowledges and agrees on behalf of itself and each Authorized User that, by providing any Ideas to Recite Me, Recite Me shall be become the sole owner of the same and shall be entitled to use, exploit, implement, adapt, develop, copy, reproduce, publish, license or assign the Ideas, without any obligation to make any royalty or other payment to the Client or any of its Authorized Users or to include any credit or other notice relating to the original creator of such Ideas. The provisions of this paragraph shall continue to apply following expiry or termination of the ASTS Agreement, for any reason whatsoever.

Price Breakdown

Recite Me Accessibility Toolbar

Description	Item	Quantity	Price
townofsmyrna.org - 2 x annual invoices of (2,545.75)	$2,995.00	2 Years	$5,091.50 ~~$5,990.00~~ 15% Off

Recite Me Toolbar Includes
· Built-in Screen Reader
· 130+ Language Translations
· 70+ Spoken Languages
· Accessible PDF Reader
· Monthly Reporting
· Implementation Support
· Named Customer Success Manager
· Named Marketing Manager
· Accessibility Statement
· SLA

Subtotal	$5,091.50

Recite Me WCAG Compliance Checker

Description	Item	Quantity	Price
townofsmyrna.org - 2 x annual invoices of (2,545.75)	$2,995.00	2 Years	$5,091.50 ~~$5,990.00~~ 15% Off

Recite Me Checker Includes
· Scan website for latest WCAG compliance
· Identify fixes and checks
· Track accessibility improvement
· Customizable reporting
· Optional Jira Integration
· Team management
· Named success manager
· 5 User Licenses

Subtotal	$5,091.50
Total Discount	-$1,797.00
Total	$10,183.00
Grand Total	**$10,183.00**

Name

Email

Organization (optional)

Job Title

Telephone No.

Signature

Date

Name

Email

Organization (optional)

Job Title

Telephone No.

Signature

Date

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 6.h.
Department: Information Systems
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with the State of Tennessee, Department of Finance and Administration, Strategic Technology Solutions to accept the Fiscal Year '23 Cybersecurity Grant.

Fiscal Impact:
There is no financial impact. This is a fully funded grant.

Contract Type:
Original Contract

Contract Term (if applicable):
By executing the contract, the Town is receiving 550 Managed Detection and Response Software licenses from the State and direct funding for Penetration Testing, Endpoint and Mobile Device Management and Password Management Software.

Background:
Congress established the State and Local Cybersecurity Grant Program and appropriated $1 billion for the program to be distributed over four years. Funding from the State and Local Cybersecurity Grant Program (SLCGP) and the Tribal Cybersecurity Grant Program (TCGP) helps eligible entities address cybersecurity risks and threats to information systems owned or operated by—or on behalf of—SLTT governments. Through separate Notices of Funding Opportunities (NOFOs), the SLCGP and TCGP combined will make $1 billion available over four years, including more than $400 million in FY 2023 and more than $300 million in FY 2024.

Summary:
The Town applied through the State Grant process and has been awarded licensing and funding that provide nearly $100K in total value.

Recommended Council Action:
Staff recommends Council approve the contract and allow the Mayor to sign the contract with the State of Tennessee.

Attachments:

1. FFY23 SLCGP Town of Smyrna GG Contract - Cost Reimbursement and License

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
10/01/2025	09/30/2027	31701-03692	N/A

Grantee Legal Entity Name	Edison Vendor ID
Town of Smyrna	1718

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number 97.137

Grantee's fiscal year end – June 30, 2026

Service Caption (one line only)

State and Local Cybersecurity Grant Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026			$46,500		$46,500
TOTAL:			$46,500		$46,500

Grantee Selection Process Summary

☒ Competitive Selection

Tennessee has established a cybersecurity grant planning committee that is composed of at least one-half of the representatives having professional experience relating to cybersecurity or information technology. This committee is responsible for reviewing the applications and deciding on the award amounts based on the NOFO 2023.

☐ Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE – GG

Speed Chart (optional)	Account Code (optional)
FA00003738	

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION, STRATEGIC TECHNOLOGY SOLUTIONS
AND
TOWN OF SMYRNA

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Strategic Technology Solutions, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Town of Smyrna, hereinafter referred to as the "Grantee," is for the provision of cybersecurity goods and services as a part of the Federal Fiscal Year 2023, State and Local Cybersecurity Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1718

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall complete the awarded cybersecurity projects as described in Attachment Three. These projects may include one or more of the following:

a. The Grantee shall utilize cybersecurity awareness training through the statewide contract vendor training solution. The cybersecurity awareness training licensing will be provided to the Grantee in lieu of direct funding. The value of this licensing is $0.00.
b. The Grantee shall deploy an Endpoint Detection and Response (EDR) solution that shall be installed on their endpoints to address detection and prevention. The EDR solution will be monitored by the software provider for malicious activities and mitigation controls would be put in place to prevent further access into the network and systems. The EDR solution will be provided to the Grantee in lieu of direct funding. Grantee will coordinate with the EDR solution provider to install and implement the EDR solution. The value of this licensing is $28,050.
c. The Grantee may use funding for another project as named in their application and Attachment Four.

A.3. Grantee shall be in compliance with the Federal Fiscal Year (FFY) 2023 State and Local Cybersecurity Grant Program (SLCGP) guidance and the State of Tennessee's Homeland Security Strategy.

A.4. The Grantee shall ensure all federal funds received through this Grant Contract shall not be used to supplant any funds for local government entities. Grantor will reimburse the Grantee in accordance with Sections C.6. and C.7. of this Grant Contract.

A.5. Grantee shall complete an annual Nationwide Cybersecurity Review (NCSR) assessment throughout the term of this Grant Contract.

A.6. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

A.8. Incorporation of Grantor Award Letter. The Grantor award letter, which appears as Attachment Three, is incorporated in this Grant Contract.

A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal (Attachment Four) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on October 1, 2025 ("Effective Date") and ending on September 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty Six Thousand Five Hundred Dollars ($46,500) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Finance and Administration
Strategic Technology Solutions
21st Floor WRS TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Billing.Services@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Finance and Administration, Strategic Technology Solutions.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars ($0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or

consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

CyberSafeTN Grant Team
Department of Finance & Administration, Strategic Technology Solutions
901 Rep. John Lewis Way, N., Nashville, TN 37243
CyberSafeTN@tn.gov

The Grantee:

Carl Wilson, Director, Information Services
Town Of Smyrna
315 South Lowry St. Smyrna, TN 37167
carl.wilson@townofsmyrna.org
Telephone # 615-355-5700

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the

final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

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

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

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

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

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

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

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee

agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the

State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F,R, § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.,* known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenue from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2.C. F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements. Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.7. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.8. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.9. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

E.10. Access to Records.

a. The Grantee agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to this Grant Contract for purposes of making audits, examinations, excerpts, and transcriptions.

b. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Grant Contract.

d. In Compliance with the Disaster Recovery Act of 2018, the State and the Grantee acknowledge and agree that no language in this Grant Contract is intended to prohibit the audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

E.11. No Obligation by Federal Government. The Federal Government is not a party to this Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.

E.12. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this Grant Contract.

E.13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or

systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, “covered telecommunications equipment” is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

IN WITNESS WHEREOF,

TOWN OF SMYRNA:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

FINANCE AND ADMINISTRATION, STRATEGIC TECHNOLOGY SOLUTIONS

JAMES E. BRYSON, COMMISSIONER **DATE**

ATTACHMENT ONE

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following **Applicable Period:** **BEGIN: October 1, 2025** **END: September 30, 2027**				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	$46,500	0.00	$46,500
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	$46,500	**0.00**	$46,500

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

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

ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Unified Endpoint Mgt. & Mobile Device Mgt.	$13,500
Penetration Testing Service	$30,000
Password Vault	$1,200
TOTAL	$46,500

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Town of Smyrna
Subrecipient's Unique Entity Identifier (SAM)	TF6KXLJY2126
Federal Award Identification Number (FAIN)	EMW-2023-CY-00071-S01
Federal award date	12/07/2023
Subaward Period of Performance Start and End Date	12/01/2023 – 11/30/2027
Subaward Budget Period Start and End Date	12/01/2023 – 11/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.137 State and Local Cybersecurity Grant Program
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2027
Amount of federal funds obligated by this grant contract	$37,200
Total amount of federal funds obligated to the subrecipient	Consolidated data not available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$37,200
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Cybersecurity 2023
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Christopher Patrick Logan, GPD Assistant Administrator FEMA-GPD 400 C Street, SW, 3rd Floor Washington, DC 20472 Telephone #: (866) 927-5646
Name of pass-through entity	Tennessee Department of Finance and Administration, Strategic Technology Solutions
Name and contact information for the pass-through entity awarding official	Curtis Clan, Chief Information Security Officer Finance and Administration, Strategic Technology Solutions 901 Rep. John Lewis Way N. Nashville, TN 37243 Telephone#: (615) 741-9109 Curtis.Clan@tn.gov
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

ATTACHMENT THREE

April 14, 2025

Subject: Federal Fiscal Year 2023 DHS State and Local Cybersecurity Grant Program (SLCGP)

Dear Town of Smyrna,

CyberSafeTN is pleased to inform you that your organization has been awarded the following items through the United States Department of Homeland Security State and Local Cybersecurity Grant Program.

Managed Services	Requested Licenses	Awarded Licenses
Endpoint Detection and Response (CrowdStrike)	550	550
End User Cybersecurity Awareness Training (InfoSec IQ)	0	0

In lieu of direct funding, the software type and quantity of licensing in the table above shall be provided on behalf of the State and shall not be purchased separately by the awarded grantee. The awarded licensing shall only be deployed once a signed contract between the State of Tennessee and the grantee is executed. The CrowdStrike and InfoSec IQ licensing must be implemented within the first three (3) months after you receive your fully executed contract. If not deployed within the first three (3) months of the contract execution date, the state may revoke your licensing award and reallocate the unused licensing to alternate grantees.

Passthrough Allocations

#	Project Title	Funds Requested	Funds Awarded
1	Unified Endpoint Mgt. & Mobile Device Mgt.	$13,500.00	$13,500.00
2	Penetration Testing Service	$30,000.00	$30,000.00
3	Password Vault	$1,200.00	$1,200.00

The SLCGP is a federal and state funded reimbursement grant awarded through the State of Tennessee. This award notice does not guarantee any grant funding will be provided. Grant funding may only be awarded once a signed contract between the State of Tennessee and the grantee is executed. You will receive an email from CyberSafeTN regarding next steps for the contract process and installation of services.

If you have any questions or concerns regarding this correspondence and/or process, please contact CyberSafeTN@tn.gov

ATTACHMENT FOUR

Project Title: Unified Endpoint Mgt. & Mobile Device Mgt.
Total Project Cost: $13,500

Project Description:
As identified in the NSCR ID-AM-5, the Town is lacking a Mobile Device Management solution and our Endpoint Management is fragmented. This request is for 1 year of Ninja One MDM and Ninja One Advanced Pro at a cost of $13,500 for licensing the software to cover all Town endpoint and mobile assets.
This aligns to the State Cybersecurity Plan sections 2.2.4 and 2.2.5
This coverage will include for GIA (Government Operations), LE (Courts and Police Department) and FS (Fire Department) users.

Project Title: Penetration Testing Service

Total Project Cost: $30,000

Project Description:

To comply with NCSR DE-CM-8, the Town will procure Penetration Testing Services to ensure that the many recent additions and improvements to network access and security controls are validated and tested to ensure we have minimized any potential vulnerabilities. The Town is currently planning on using the State contracted vendor for this service.

This aligns to the State Cybersecurity plan sections 2.1.2, 2.1.3, 2.1.4.

This coverage will include for G/A (Government Operations), LE (Courts and Police Department) and FS (Fire Department) assets.

Project Title: Password Vault

Total Project Cost: $1,200

Project Description:

To improve the NCSR PR-AC-1 and PR-AC-2 controls, the Town will implement a Password Management Solution for all Systems Administration professionals. The Town will purchase Securden Password Vault for the 8 IT professionals with System Administration access. The cost is a 3 year subscription for $3000 discounted from $1200 per year.

This aligns to the State Cybersecurity Plan sections 2.1.1, 2.1.4, 2.2.4 and 2.2.5

This coverage will include for G/A (Government Operations), LE (Courts and Police Department) and FS (Fire Department) assets.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.i.
Department: Grants
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract renewal with the Tennessee Highway Safety Office (THSO) for Fiscal Year '26, in the amount of $60,000.

Fiscal Impact:
$60,000

Contract Type:
Contract Renewal

Contract Term (if applicable):

Background:
The Tennessee Highway Safety Office (THSO) grant provides funding to reduce traffic crashes, injuries, and fatalities across the state. It supports local law enforcement agencies focused on issues like impaired driving, seat belt use, speeding, distracted driving, and pedestrian safety. The grant helps pay for overtime enforcement, equipment, training, and public awareness campaigns. The Town of Smyrna received this grant in FY2025 and has been approved for another round of annual funding in FY2026. The contract from THSO is for $60,000 for the FY26 cycle.

Summary:
This contract is the annual renewal of the THSO grant that allows the Smyrna Police Department to use state funding for overtime salaries and safety-related equipment purchases. In FY2025, the town used the THSO grant to purchase $37,140 worth of equipment including radar detectors, LIDAR, traffic cones, vests, and vehicle light bars. The town also used $26,291.67 of the grant to pay for overtime salaries. Renewing this contract will help the police department make similar purchases and continue to provide overtime salaries.

Recommended Council Action:
Staff recommends approval of the renewal of THSO grant contract for FY2026.

Attachments:

1. Smyrna Police Department, PT-26-107, Contract

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
October 01, 2025	September 30, 2026	Z26THS296	87701 (PT)

Grantee Legal Entity Name	Edison Vendor ID
Smyrna Police Department	1718

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number - 20.600

Grantee's fiscal year end - June 30

Service Caption (one line only)

Community Traffic Safety Enforcement and Education

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026		$60,000.00			$60,000.00
TOTAL:		**$60,000.00**			**$60,000.00**

Grantee Selection Process Summary

☒ Competitive Selection

Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.

☐ Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Smyrna Police Department

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Smyrna Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1718

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.

A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	**Due Date**
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	**Due Date**
October 1 through December 31	February 1st
January 1 through March 31	May 1st

April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.

b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.

c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, https://trafficsafety.org/), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).

g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.

h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.

j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's

assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see https://www.dol.gov/agencies/whd/flsa).

k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.

l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.

m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.

b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:

(1) Taking appropriate personnel action against such an employee, up to and including termination: or
(2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the

Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. This Grant Contract document with any attachments.

b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at http://tntrafficsafety.org/grant-management-manual.

c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Sixty Thousand Dollars and Zero Cents ($60,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).

(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee’s failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for

reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to,

the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Andy Miller, Sergeant
Smyrna Police Department
400 Enon Springs Rd E
Smyrna, Tennessee 37167
Email Address: andy.miller@townofsmyrna.org
Telephone #: (615) 459-6644

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

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

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

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

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

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

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

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

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be

confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. [This provision only applies if the Maximum Liability in Section C.1. is $30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Smyrna Police Department:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER **DATE**

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Smyrna Police Department
Subrecipient's Unique Entity Identifier (SAM)	TF6KXLJY2126
Federal Award Identification Number (FAIN)	69A37525300004020TN0
Federal award date	10/01/2025
Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	$60,000.00
Total amount of federal funds obligated to the subrecipient	$60,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$7,468,389.33
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.j.
Department: Police Department
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a three (3) year contract with Flock Group Inc. for police department flock cameras within town limits.

Fiscal Impact:

Contract Type:
Contract Change Order /Amendment

Contract Term (if applicable):
3 year contract for service of 27 Flock cameras located within the Town limits of Smyrna.

Background:
Over the past several years, we have added (27) Flock cameras under three separate budget year purchases.

Summary:
Beginning in 2022, the Smyrna Police Department began purchasing Flock cameras to install around the Town limits. Over the last 3 years, we have purchased and deployed (27) cameras in strategic ingress and egress locations. These cameras have been instrumental in locating stolen cars, suspects in shootings, homicides, and vehicles involved in other crimes which led to arrests of wanted persons. Over just a (30) day snapshot, Flock cameras ran over 4 million tags which resulted in over 24,000 hits under various categories. Since 2022, Flock cameras have been purchased and implemented during three different budget cycles, leading to different pricing and timelines for invoices and payments. Merging the contracts into one (3) year term will reduce pricing for 20 ($3000 from $3350 per) of the 27 cameras. Moving to a (3) year contract will also give us a $15,000 credit for this year.
This request is to merge the existing invoices and cost into one contract that will be for a (3) year period. Entering this contract will consolidate the pricing for all 27 cameras and will lead to us receiving one invoice for payment each year.

Recommended Council Action:

Staff recommends approval of merging the existing Flock agreement into a (3) year contract.

Attachments:

1. Flock Quote_20250930_140246

Flock Safety + TN - Smyrna PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Brian Asher
brian.asher@flocksafety.com
2702930858

Created Date: 09/30/2025
Expiration Date: 10/30/2025
Quote Number: Q-165619
PO Number:

flock safety

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 315 S Lowry St Smyrna, Tennessee 37167

Ship To: 315 S Lowry St Smyrna, Tennessee 37167

Billing Company Name: TN - Smyrna PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 36 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$81,000.00**
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	27	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$81,000.00
Annual Recurring Subtotal:	$81,000.00
Estimated Tax:	$0.00
Contract Total:	$243,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Proposed Special Terms: This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of new contract.

Annual Billing Schedule	
Year 1	$81,000.00
Year 2	$81,000.00
Year 3	$81,000.00
Contract Total:	$243,000.00
Estimated Credits:	-$18,996.03
Net Total:	$224,003.97
Annual Totals	
Year 1 + Estimated Credit:	$62,003.97
Annual Recurring:	$81,000.00

All credits are estimates based on contract start of 12/27/2025.

Product and Services Description

FlockOS Features	Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices

Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.k.
Department: Parks
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with The Foundation Specialists (TFS) for foundation repair at the Gregory Mill Park south restroom building.

Fiscal Impact:
$16,590.00 - Capital Improvement Budget

Contract Type:
Professional Services Contract

Contract Term (if applicable):

Background:
The Gregory Mill Park restroom was built in 2005, and the park opened in 2006.

Summary:
The Parks and Recreation staff coordinated three quotes for foundation repairs at Gregory Mill Park. Quotes were obtained from TFS, AFS, and USS.
TFS had the lowest responsible quote at $16,590. The scope of work includes installing piers for the restroom foundation and leveling the sidewalks leading to the building to eliminate potential trip hazards. (full scope of work on page 3 of the proposal).

Recommended Council Action:
Staff recommends approval for the TFS contract for foundation repair at the Gregory Mill Park south restroom.

Attachments:
1. TFS Quote for Gregory Mill Foundation 2025
2. Certificate of Liability Insurance
3. TOS Standard Addendum 2022
4. 2024 License

Proposal

Quote: PR167595
Project 1
Date Issued: 08/14/2025

TFS - The Foundation Specialists
: TN 00045416 AL 26511
8421 Horton Hwy
College Grove, TN 37046

www.thefoundationspecialists.com
TF (844) 468-4674
P 615-395-4559 Nashville 502-632-7762 Louisville 256-963-9953 Huntsville
F (615) 395-4554

Prepared for:
Town of Smyrna
jimmy.stitt@townofsmyrna.org
M (615) 308-9538

Job Location:
390 Enon Springs E
Smyrna, TN 37167

Prepared by:
David Vanderpool
davidv@tfscompany.com

TFS

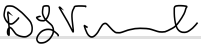
Project Overview

Proposal Summary

Total Investment	**$16,590.00**
Total Contract Price	**$16,590.00**
Amount Due Upon Installation	**$16,590.00**

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 90 days.

Authorized Signature  **Date** 8/14/2025

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1.5% per month (18% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract. I/we (customer) may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.
TFS assumes no responsibility for damages as a result of any excavation applicable to the project to include (but not limited to), digging, trenching, and/or landscape/hardscape removal. Private utilities should be marked by a private utility marking company (homeowners responsibility). TFS assumes no liability for damaged private utility lines. Customer is aware that landscaping and/or hardscape may need to be moved/relocated and customer will hold harmless TFS of any damage of these items. Backfill of excavation will be left as "rough" grade where top- soil settlement in the area of repair is normal and expected. Restoration of landscaping or the addition of any topsoil after settlement is the responsibility of the homeowner.

Customer Signature _____ **Date** _____

After midnight of the 3rd business day, deposits are non-refundable. Initial _____

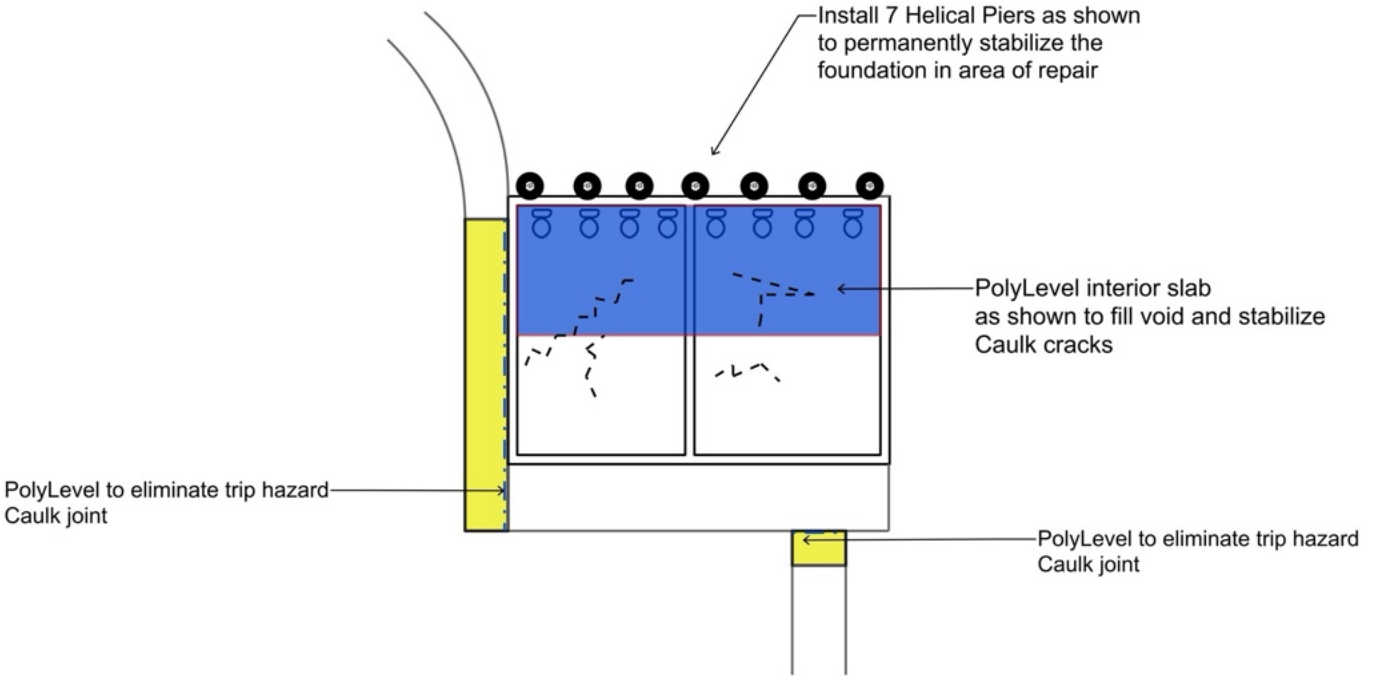
TFS will collect balance upon the completion of each project. Initial _____

My Project

Qty	Product Name
Foundation Inspection: Permanently Stabilize Foundation	
7	Helical Pier Install Helical Pier(s) to support the foundation. Final location of pier(s) is subject to field conditions.
1	Discount Description
Other: Lift Settled Concrete	
48.1	PolyLevel Install PolyLevel as specified. Includes: Sidewalks
32	NexusPro Joint Sealant Install NexusPro in joints. Caulking may need to be re-applied in the future. (1 year warranty as stand-alone, 5 year warranty when combined with PolyLevel).
Other: Repair Cracks	
28	NexusPro Crack Repair Prepare crack(s) and apply NexusPro. (1 year warranty as stand-alone, 5 year warranty when combined with PolyLevel).
400	Concrete Protection System: 2-Part Stabilize concrete slabs with PolyLevel and seal joints with NexusPro joint sealant.
1	Ground Penetrating Radar Concrete scanning with ground penetrating radar. Mandatory for slab homes and pool decks.
1	Discount Description

Total Investment	**$16,590.00**
Total Contract Price	**$16,590.00**

Drawing


Install 7 Helical Piers as shown
to permanently stabilize the
foundation in area of repair
PolyLevel interior slab
as shown to fill void and stabilize
Caulk cracks
PolyLevel to eliminate trip hazard
Caulk joint
PolyLevel to eliminate trip hazard
Caulk joint

Job Details

Appointment Notes

Ground Penetrating Radar to be utilized to locate under-slab utilities, clean-outs and obstructions.

Contractor Will

1. Contact public utilities for marking lines in work area.
2. Attempt to lift the foundation/floors, but is not responsible for cosmetic damage that may result. (Achieving lift is not guaranteed).

Limited Warranty

Standard Exclusions Permitted By State Law

This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of certain warranties, so some of the above exclusions and limitations may not apply to Customer.

General Terms

For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are fully covered by Workers' Compensation insurance. If the existing structure or concrete are not of normal construction, or if previous concrete has been poured under the footing and it affects proper installation of piers, or any other products specified in this proposal, an additional charge may be incurred in the form of a change order. If bedrock is encountered and prevents work from being completed, a change order will be necessary. This Contract contains all of the terms and conditions agreed to by parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract unless otherwise stated in the specifications on the previous page. DISCLAIMER - CONTRACTOR IS NOT AN ENGINEERING FIRM, HAS NO PROFESSIONAL ENGINEERS ON STAFF, AND MAKES NO REPRESENTATION OF EMPLOYING ENGINEERS. The work proposed and the estimated cost are provided on the information provided to us. Contractor is not responsible for inspections beyond necessary for the work requested, or for work beyond what is requested or offered. Liability is limited to the value of the materials provided and cost of the labor completed.

EverBrace System

Contractor hereby warrants that the EverBrace System will stop further inward movement of the wall(s) repaired for lifetime of the home from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the EverBrace System. Walls that do not have the EverBrace System installed entirely from corner to corner, by Contractor, are not warranted. The EverBrace System is warranted only to stabilize the affected wall(s) and not straighten them. The included Waterproofing System is also warranted for life in the work area when used in conjunction with our TFS Sump System. Any alteration to system (punctures, cutting, removal) voids warranty.

Foundation Piers

Contractor warrants that the foundation piers will stabilize the affected area(s) against further settlement for lifetime of the home from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the foundation piers. Contractor does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard. Customer should be aware that damage can occur to the structure during a lift operation and that Contractor is not responsible for such damages. Foundation piers provide vertical support only and cannot be expected to provide lateral support. If lateral movement occurs, additional work may be needed at an additional cost.

Limited Warranty (Continued)

SmartJacks
TFS, and the manufacturer of SmartJacks, warrants that SmartJacks will, under normal use and service, be free from defects in material and workmanship for lifetime of the home from the date of installation. If changes occur due to excess moisture in the area(s) where SmartJacks are installed, an encapsulation system, drainage, and dehumidification may be necessary in such area(s) at an additional cost to Customer.

PowerBraces
Contractor hereby warrants that the PowerBrace System "Braces" will stop further inward movement of the wall(s) repaired for lifetime of the home from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the Braces. Walls that do not have Braces installed entirely from corner to corner, by Contractor, are not warranted. Braces are warranted only to stabilize the affected wall(s) and not straighten them. If Customer desires further outward movement in the wall(s) repaired, Customer may tighten the installed Braces as recommended by the manufacturer, but assumes all liability for damages due to over-tightening of the Braces. Due to water/soil being the cause of wall failure, TFS recommends a basement waterproofing system be installed with any backfilled basement wall.

Geo-Lock Wall Anchors
Contractor hereby warrants that the Geo-Lock Wall "Anchors" will stop further inward movement of the wall(s) repaired for lifetime of the home from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the Anchors. Walls that do not have Anchors installed entirely from corner to corner, by Contractor, are not warranted. Anchors are warranted only to stabilize the affected wall(s) and not straighten them. If Customer desires further outward movement in the wall(s) repaired, Customer may tighten the installed Anchors as recommended by the manufacturer, but assumes all liability for damages due to over-tightening of the Anchors. Due to water/soil being the cause of wall failure, TFS recommends a basement waterproofing system be installed with any backfilled basement wall.

Helical Wall Anchor
Contractor hereby warrants that the Helical Wall Anchors “Anchors” will stop further inward movement of the wall(s) repaired for lifetime of the home from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the Anchors. Walls that do not have Anchors installed entirely from corner to corner, by Contractor, are not warranted. Anchors are warranted only to stabilize the affected wall(s) and not straighten them. If Customer desires further outward movement in the wall(s) repaired, Customer may tighten the installed Anchors as recommended by the manufacturer, but assumes all liability for damages due to over-tightening of the Anchors. Due to water/soil being the cause of wall failure, TFS recommends a basement waterproofing system be installed with any backfilled basement wall.

CarbonArmor
Contractor warrants that CarbonArmor will stabilize the affected area(s) against further inward bowing at the center of the wall(s) repaired for lifetime of the home from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the CarbonArmor. Walls that do not have CarbonArmor installed entirely from corner to corner, by Contractor, are not warranted. CarbonArmor is warranted only to stabilize the wall(s) and not straighten them. CarbonArmor is installed to prevent further bowing of the wall. Further leaning at the top of the wall is only warranted when CarbonArmor is installed with the ArmorLock anchor system. Shearing in at the bottom of the wall is not included in this Warranty and may require more work, at additional cost, to correct. Due to water/soil being the cause of wall failure, TFS recommends a basement waterproofing system be installed with any backfilled basement wall.

Limited Warranty (Continued)

Lintel Lift
For garage openings with LintelLift installed, contractor warrants the structural system (posts and lintel beam) to be free of defects and warrantied for the lifetime of the home/structure. White (Paintable) Trim installed by TFS carries a 2-year warranty from any defects.

PolyLevel
For concrete slabs raised with PolyLEVEL, Contractor warrants that the area where the slab of concrete was lifted will not settle more than ¼ inch for 5 years. If it does, Contractor will provide the labor and materials to re-level the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Contractor will install PolyLEVEL to attempt lift or stabilize. PolyLevel will not fix pooling water.

Concrete Protection System (CPS)
TFS Concrete Protection Systems (CPS), 2-Part or 3-Part, includes a 5 year warranty on settlement and on joint sealant.

SealantPro
SealantPro permanently bonds into the pores of concrete and extends the life of the concrete to two times its normal life. SealantPro does not guarantee to eliminate staining, nor does it remove stains previously left behind. During installation, TFS will pressure wash the concrete to open the pores but cannot guarantee to remove stains. SealantPro does not prevent aggregate pebbles from detaching from the concrete.

NexusPro
NexusPro may need to be re-applied in the future. Contractor warrants NexusPro for 1 year when applied as a stand-alone product and for 5 years when combined with PolyLevel. NexusPro cannot be painted.

TFS Encapsulation System
The TFS Encapsulation System - An encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture needed for mold growth, however the encapsulation system does not claim to be a mold mitigation system. Wet crawl spaces require a drainage system, and a TFS Triple Sump Pump system to remedy the problem with water below the liner. The TFS Encapsulation System has a transferable lifetime of the home warranty - there will be no charge for service calls on any tears or holes in the liner, in the unlikely event this occurs. Pumps are covered under a separate manufacturer's warranty. Installation of the system does not include electrical work or caps. THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. Contractor will not be responsible for any damages caused by mold, to include but not to be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report all other obligations on Contractor's part. There are no other warranties verbal or written.

TFS Basement Waterproofing
TFS provides a lifetime warranty in the work area when Hydraway or Drytrack basement waterproofing is used in conjunction with our TFS Sump System. Any alteration to system (punctures, cutting, removal) voids warranty.

Pumps
Manufacturer's Warranty is three (3) years on pumps. Contractor provides Customer the option to join the Customer Care Club for a nominal monthly fee to extend the warranty to lifetime coverage. TFS recommends dedicated electrical lines for appliances (Customer responsible for electricity).

Aprilaire dehumidification
Aprilaire Dehumidification - Manufacturer's Warranty on dehumidifiers. Contractor provides Customer the option to join the Customer Care Club for a nominal monthly fee to extend the warranty to lifetime coverage. TFS recommends dedicated electrical lines for appliances (Customer responsible for electricity).

Limited Warranty (Continued)

Electrical Requirements

Single Sump System - pump 3.7 amps, Single Sump with Battery Backup - pump 3.7 amps/Battery Charger 3 amps, Triple Sump System - pump one 3.7 amps, pump two 3.8 amps, Battery Charger 3 amps, Dehumidifier - 9.9 amps, Encapsulation Fan - 3 amps

Items For Which Customer Is Responsible

Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

Exclusions From This Warranty

This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jill Holzen	
Boxwood Insurance Group 3020 Stansberry Ln Ste 202 Franklin TN 37069	PHONE (A/C, No, Ext): (615) 245-5851	FAX (A/C, No): (615) 245-5851
	E-MAIL ADDRESS: jill@boxwoodins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Vintage Construction LLC DBA the Foundation Specialists 8421 Horton Hwy College Grove TN 37046	INSURER A : Cincinnati Insurance Co	10677
	INSURER B : StarStone Specialty Ins Co	44776
	INSURER C : Accident Fund Insurance Co of America	10166
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2410800849 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			ENP 0667452	10/09/2024	10/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ENP 0667452	10/09/2024	10/09/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Car Phys Damage	$ 1,000,000 $ $ $ $ 110,000
B	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			CSX00050069P-01	10/09/2024	10/09/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		100084636	10/09/2024	10/09/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			ENP 0667452	10/09/2024	10/09/2025	Leased/Rented Equip	120,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Smyrna Parks & Recreation
100 Sam Ridley Pkwy East
Smyrna TN 37167

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick F. Bassett

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STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the _____day of _____, 20_____ 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 The Foundation Specialists _____ 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 ____ day of_____, 20_____.

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 _____ day of_____, 20_____; 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;

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: 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 the original agreement or this addendum to agreement 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. 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 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.

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: 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.

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 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, Vendor shall refund the purchase price of the product(s).

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 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 shall be valid for the full term of the 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. § 12-4-127.

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.

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.

Dezeray Sanders

_____ _____

VENDOR OR AGENT VENDOR OR AGENT

_____

MAYOR OF SMYRNA, TENNESSEE

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

409974

VINTAGE CONSTRUCTION, LLC

ID NUMBER: 45416
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2026

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET.

VINTAGE CONSTRUCTION, LLC
8421 HORTON HORTON HWY
COLLEGE GROVE, TN 37046

409974 13767394

State of Tennessee

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
VINTAGE CONSTRUCTION, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 45416
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2026
$226,148.00; BC-A; BC-b(sm)

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.I.
Department: Event Center
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with Tim Payne Painting for Event Center painting.

Fiscal Impact:
The bid is $54,771.69, which is $22,871.69 over what we budgeted for. We budgeted $31,900.

Contract Type:
Original Contract

Contract Term (if applicable):

Background:
Tim Payne Painting works with public schools and counties across several states.

Summary:
The painting will be done from December 22nd — January 6th. This will give a new fresh look to the walls and the facility itself. The painting has not been done since 2020, when they shut down for COVID-19. The Smyrna Event Center also received a Tourism Grant of $40,000. That extra money will cover the extra cost of the paint and audio system upgrades for the event center. We would have to match 50% of the total amount of the grant, so we would have to match $20,000 for the grant.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Tim Payne Painting Bid

SECTION III - PRICE QUOTATION FOR EVENT CENTER PAINTING PROJECT

LUMP SUM TOTAL FOR PAINTING PROJECT $ 54771.69

PAINT MANUFACTURER Sherwin-Williams

WARRANTY 1 year

ESTIMATED COMPLETION DATE AFTER ARO By 1/6/20

AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20___, by and between Tim Payne Painting, a Painting Contractor _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of Smyrna Event Center Painting.

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: Lead Estimator- Tim Payne Painting

ATTEST:

Director, Business Development

Tim Payne Painting

TOWN OF SMYRNA

TITLE VI COMPLIANCE SURVEY

The Town of Smyrna intends to fully comply with 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 Tim Payne Painting

NAME OF OWNER/CONTRACTOR: William T Payne

ADDRESS OF OWNER/CONTRACTOR: 8633 E. Brainerd Rd, Chattanooga, TN 37421

COUNTY: Hamilton County

TYPE OF SERVICES PROVIDED: Painting

CONTRACT: Smyrna Event Center Painting

OWNER/CONTRACTOR (Race/Gender)		**EMPLOYEES** (Number in each category)	
White Male	✓	White Males	19
White Female		White Females	2
African-American Male		African-American Males	
African-American Female		African-American Females	
Hispanic Male		Hispanic Males	1
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-DISCRIMINATION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or Other Project,

Smyrna Event Center Painting

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 Tim Payne Painting Date 09/30/2025

Signature Shannan Payne Title Director, Business Development

Printed or typed name and title

Shannan Payne

AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF Hamilton OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for Tim Payne Painting;
2. That the bidding entity has submitted a bid to the Town of Smyrna for the construction of Smyrna Event Center Painting;
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.

Shannon Payne
AFFIANT

SUBSCRIBED AND SWORN TO before me this 2 day of October, 2025

Jamie Morgan
NOTARY PUBLIC

My Commission expires: 7/12/2026

JAMIE MORGAN
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY
My Commission Expires July 12, 2026

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,

Smyrna Event Center Painting

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 Tim Payne Painting Date 09/30/2025

Signature Shannan Payne Title Director, Business Development

Printed or typed name and title

Shannan Payne

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-COLLUSION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or Other Project:

Smyrna Event Center Painting

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 Tim Payne Painting Date 09/30/2025

Signature Shannan Payne Title Director, Business Development

Printed or typed name and title

Shannan Payne

SECTION IV - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the Event Center Painting Project 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. 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.

Tim Payne Painting	423-498-3799
COMPANY	TELEPHONE NUMBER
Shannan Payne	Director, Business Development
REPRESENTATIVE NAME	REPRESENTATIVE TITLE
Shannan Payne	spayne@timpaynepainters.com
SIGNATURE	E-MAIL

PAYNPAI-01 KANDERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alder & Cox Insurance
P.O. Box 1238
Hixson, TN 37343

CONTACT NAME:
PHONE (A/C, No, Ext): (423) 877-3536 FAX (A/C, No): (423) 875-5804
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlantic States Insurance Company	22586
INSURER B : Donegal Mutual Insurance Company	13692
INSURER C : Southern Insurance Company of Virginia	26867
INSURER D : Evanston Insurance Company	35378T
INSURER E :	
INSURER F :	

INSURED
Tim & Shannan Payne dba Tim Payne Painting
8633 E. Brainerd Rd
Chattanooga, TN 37421

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CPA9040968	2/18/2025	2/18/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			1000130776	2/18/2025	2/18/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			CXS9040968	2/18/2025	2/18/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N/A		1000018227	2/18/2025	2/18/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equip			CPA9040968	2/18/2025	2/18/2026	Limit	150,000
D	Pollution Liability			CPLMOL130674	4/11/2025	4/11/2026	Occ/ Aggregate Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Smyrna is listed as additional insured with respects to the general liability policy per written contract.

CERTIFICATE HOLDER

Town of Smyrna, Department of Safety & Risk Management
Att: Henry Urbina
315 S. Lowry Street
Smyrna, TN 37167

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

WILLIAM T. PAYNE DBA TIM PAYNE PAINTING

429726

ID NUMBER: 67073
LIC STATUS: ACTIVE
EXPIRATION DATE: July 31, 2027

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:TIM PAYNE
WILLIAM T. PAYNE DBA TIM PAYNE PAINTING
8633 E. BRAINERD RD.
CHATTANOOGA, TN 37421

State of Tennessee

429726

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
WILLIAM T. PAYNE DBA TIM PAYNE PAINTING

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 67073
LIC STATUS: ACTIVE
EXPIRATION DATE: July 31, 2027
UNLIMITED; BC-11

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Tim Payne Painting
8633 E. Brainerd Rd
Chattanooga, TN 37421
www.timpaynepainters.com
423-498-3799

References

University of Tennessee Knoxville
Bryan Lord
Director of Construction
2040 Sutherland Ave.
Knoxville, TN 37921
865-776-5508
blord2@utk.edu

UTK Fred Brown Hall: $1,500,000.00
Kappa Alpha Sorority: $53,918.00
Haslam Business Center: $169,154.61

Tennessee Department of Military
Michael Helms
Facilities Construction Specialist 3
3041 Sidco Dr.
Nashville, TN 37204
p. 615-313-0742 c. 615-218-5354
Michael.helms@tn.gov
Michael.s.helms.7.nfg@mail.mil

Berry Field: $83,259.16

Hamilton County Department of Education
Frank Bilbrey
Capital Projects
2501 Dodds Ave.
Chattanooga, TN 37407
Bilbrey_frank@hcde.org
423-498-7255

Chattanooga Creative Arts: $22,861.90
Central High School: $40,434.32
East Ridge High School: $43,232.50

I would like to introduce Tim Payne Painting. We are a facilities maintenance painting and pressure washing company. We use cutting-edge technology in our drone soft washing services. We have been in business for over 30 years, and concentrate on state, city and county facility maintenance.

Please click on the attached link for more information about how we can be of service to you.
Commercial Soft Washing in Chattanooga, TN | Tim Payne Painting (timpaynepainters.com)

Best Commercial Painters in Chattanooga, TN | Tim Payne Painting (timpaynepainters.com)

Certificate Number: 112520-03
Industry: Painting

The Governor's Office of Diversity Business Enterprise

for the State of Tennessee, having determined that

William T Payne DBA Tim Payne Painting

has successfully met the certification requirements as outlined in Tennessee Code Annotated Title 12, Chapter 3, Part 8, and the policies adopted thereunder hereby grants the designation of

Small Business

And is recognized as such until the expiration of registration and certification on

November 25, 2026

In Witness Whereof, the Governor of the State of Tennessee and the Commissioner of General Services hereto affix our hand and the Great Seal of the State.

Kim Henry

Kim Henry
Director, Governor's Office of Diversity Business Enterprise

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.m.
Department: Public Works
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with Adams Contracting, LLC for the Rock Springs Road over Rock Springs Branch Bridge Repair.

Fiscal Impact:
Total Construction cost - $424,644.50

Contract Type:
Original Contract

Contract Term (if applicable):
120 Consecutive Calendar Days from Notice to Proceed with construction.

Background:
This bridge is located on Rock Springs Road near Gwynne Farms. The 2024 TDOT Bridge inspection reported that a beam in the OLD section of the bridge needed to be replaced. The inspection also noted the damaged guardrail on the old section and the unfinished guardrail on the new section of the bridge. The Town received one response to the bid invitation. The price was higher than the engineer's estimate. While the current budget would support this project, the line item was intended to cover two projects: this one and the bridge widening on Rock Springs Road over Hart's Branch. The Hart's Branch project will be pushed to the next fiscal year.

Summary:
This project is near Gwynne Farms for the repair of a beam in the OLD section of the bridge. The contract will also replace the damaged guardrail and finish out the guardrail on the new section of the bridge.

Recommended Council Action:
Staff recommends approval of this contract.

Attachments:
1. Rock Springs over RS Branch Bid Book
2. Award Recommendation Letter

3. Bid Tabulation

CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS FOR THE
CONSTRUCTION OF

BRIDGE BEAM REPLACEMENT - ROCK SPRINGS OVER ROCK SPRING BRANCH

Town of Smyrna, TN
OCTOBER 2025

Prepared by

HMB PROFESSIONAL ENGINEERS, LLC

201 E. Main Street Ste. 100
Murfreesboro, Tennessee 37130
Telephone 615-278-1500
www.hmbpe.com

HMB Project No.: 312.2400083.000
BID DATE: October 13, 2025

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LEGAL NOTICE
INVITATION TO BIDDERS

The Town of Smyrna will accept bids for the Bridge Repair on Rocks Springs over Rock Springs Branch Bridge in Smyrna, Tennessee.

The project will remove the exterior bridge deck and beam to just beyond the damaged beam and recast a new beam and bridge deck section with a new bridge rail. The project will also include installation of guardrail end terminals and resurfacing.

Sealed bids will be accepted until **10:00 am Thursday, October 13, 2025,** at which time bids will be publicly opened and read aloud at **Smyrna Town Hall**. No bid may be withdrawn after the scheduled closing time for a period of 90 (ninety) days. All bids must be marked in a sealed envelope and mailed or hand delivered to:

Sierra Lowry
Smyrna Town Hall
Bridge Repair on Rocks Springs over Rock Springs Branch
October 13, 2025 at 10:00 a.m.
315 South Lowry Street
Smyrna, TN 37167

Digital copies of bidding documents and plans may be obtained from HMB Professional Engineers, LLC via email request jlangford@hmbpe.com at no cost. Plans may also be viewed at the Town of Smyrna Engineering Department, c/o Charles King, 315 South Lowry Street.

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 State Licensing Board https://www.tn.gov/commerce/regboards/contractor for all applicable licensing laws.

Bidders may be required to obtain a Smyrna Business License. Refer to the contract documents for criteria.

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.

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: September 16, 2025

SECTION A

BIDDING DOCUMENTS

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 Adams Contracting, LLC

NAME OF OWNER/CONTRACTOR: Scott Adams, PE

ADDRESS OF OWNER/CONTRACTOR: 131 Prosperous Place, Suite 19A, Lexington, KY 40509

COUNTY: Fayette

TYPE OF SERVICES PROVIDED: Construction

CONTRACT: Bridge Repair on Rocks Springs over Rock Springs Branch

OWNER/CONTRACTOR (Race/Gender)		**EMPLOYEES** (Number in each category)	
White Male	1	White Males	40
White Female	0	White Females	6
African-American Male	0	African-American Males	0
African-American Female	0	African-American Females	0
Hispanic Male	0	Hispanic Males	3
Hispanic Female	0	Hispanic Females	0
Native American Male	0	Native American Males	0
Native American Female	0	Native American Females	0
Asian-American Male	0	Asian-American Males	0
Asian-American Female	0	Asian-American Females	0
Other _____ Male	0	Other _____ Males	0
Other _____ Females	0	Other _____ Females	0

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-DISCRIMINATION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or Other Project,

---

1. the undersigned states that he/she 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 Adams Contracting, LLC Date 10/13/25

Signature Scott Adams Title President

Printed or typed name and title
Scott Adams, PE, President

AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF Fayette, KY OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for Adams Contracting, LLC;
2. That the bidding entity has submitted a bid to the Town of Smyrna for the construction of Bridge Repair on Rocks Springs over Rock Springs Branch;
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 Scott Adams, PE, President

SUBSCRIBED AND SWORN TO before me this 13 day of October, 2025.

MELANIE ANDERKIN NOTARY PUBLIC ID # KYNP40410 STATE AT LARGE KENTUCKY MY COMM. EXPIRES 04/26/2028

NOTARY PUBLIC

My Commission expires: 04/26/2028

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,

_____

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 Adams Contracting, LLC Date 10/13/25

Signature Scott A Title President

Printed or typed name and title
Scott Adams, PE, President

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-COLLUSION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or Other 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 Adams Contracting, LLC Date 10/13/25

Signature _____ Title President

Printed or typed name and title
Scott Adams, PE, President

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/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*)

SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the project 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	

By signature below, vendor acknowledges any quotation 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.

Adams Contracting, LLC	859-629-4948
COMPANY	TELEPHONE NUMBER
Scott Adams, PE, President	none
REPRESENTATIVE NAME & TITLE	FAX NUMBER
	scott@adamscontractingky.com
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

By: _____
Name: Mary Esther Reed
Title: Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

BIDDER:

By: _____
Title: _____

ATTEST:

_____

ROADWAY QUANTITES
BASE BID

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1 105-01	CONSTRUCTION STAKES, LINES AND GRADES (WRITE IN WORDS) Forty Five Hundred Dollars	1	LS	4,500.00	4,500.00
2 201-01	CLEARING AND GRUBBING (WRITE IN WORDS) Twelve Thousand Five Hundred Dollars	1	LS	12,500.00	12,500.00
3 208-01.05	BROOMING & DEGRASSING SHOULDERS (WRITE IN WORDS) Five Thousand Dollars	0.17	L.M.	5,000.00	850.00
4 209-08.02	TEMPORARY SILT FENCE (WITH BACKING) (WRITE IN WORDS) Six Dollars	150	L.F.	6.00	900.00
5 209-09.01	SANDBAGS (WRITE IN WORDS) Four Dollars	700	BAG	4.00	2800.00
6 209-20.03	POLYETHYLENE SHEETING (6 MIL. MINIMUM) (WRITE IN WORDS) Six Dollars	55	S.Y.	6.00	330.00
7 307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A (WRITE IN WORDS) Twenty Five Hundred Dollars	2.5	TON	2500.00	6,250.00
8 307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2 (WRITE IN WORDS) Twenty Two Hundred Fifty Dollars	2	TON	2250.00	4500.00

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
9	BITUMINOUS MATERIAL FOR TACK COAT (TC)	0.5	TON	1600.00	800.00
403.01	(WRITE IN WORDS) Sixteen Hundred Dollars				
10	ACS MIX(PG64-22) GRADING D	49	TON	450.00	22,050.00
411-01.10	(WRITE IN WORDS) Four Hundred Fifty Dollars				
11	COLD PLANING BITUMINOUS PAVEMENT	48	TON	170.00	8160.00
415-01.01	(WRITE IN WORDS) One Hundred Seventy Dollars				
12	W BEAM GR (TYPE 2) MASH TL3	50	L.F.	3400	1700.00
705-06.01	(WRITE IN WORDS) Thirty Four Dollars				
13	TANGENT ENERGY ABSORBING TERM MASH TL-3	4	EACH	4000.00	16,000.00
705-06.20	(WRITE IN WORDS) Four Thousand Dollars				
14	THRIE BEAM BRIDGE TRANSITION MASH TL-3	2	EACH	2,900.00	5800.00
705-06.25	(WRITE IN WORDS) Twenty Nine Hundred Dollars				
15	GUARDRAIL REMOVED	105	L.F.	3.25	341.25
706-01	(WRITE IN WORDS) Three Dollars and Twenty Five Cents				
16	HIGH-VISIBILITY CONSTRUCTION FENCE	200	L.F.	6.00	1200.00
707-08.11	(WRITE IN WORDS) Six Dollars				
17	TRAFFIC CONTROL	1	LS	7500.00	7500.00
712-01	(WRITE IN WORDS) Seventy Five Hundred Dollars				
18	INTERCONNECTED PORTABLE BARRIER RAIL	120	L.F.	140.00	16,800.00
712-02.02	(WRITE IN WORDS) One Hundred Forty Dollars				

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
19 712-02.60	TEMPORARY WORK ZONE CRASH CUSHION (MASH TL-3) (WRITE IN WORDS) Eighty Five Hundred Dollars	2	EACH	8500.00	17,000.00
20 712-04.01	FLEXIBLE DRUMS (CHANNELIZING) (WRITE IN WORDS) Thirty Nine Dollars	20	EACH	39.00	780.00
21 712-04.50	BARRIER RAIL DELINEATOR (WRITE IN WORDS) Fifteen Dollars	7	EACH	15.00	105.00
22 712-06	SIGNS (CONSTRUCTION) (WRITE IN WORDS) Seven Dollars and Twenty Five Cents	63	S.F.	7.75	488.25
23 712-08.03	ARROW BOARD (TYPE C) (WRITE IN WORDS) One Thousand Dollars	1	EACH	1,000.00	1,000.00
24 712-09.08	REMOVABLE PAVEMENT MARKING (6" LINE) (WRITE IN WORDS) Three Dollars	1998	L.F.	3.00	5,994.00
25 713-16.20	SIGNS (1-4 TYPE 3 OBJECT MARKER) (WRITE IN WORDS) One Hundred Ninty Dollars	4	EACH	190.00	760.00
26 713-30.09	BARRIER MOUNTED SIGN SUPPORT (WRITE IN WORDS) Five Hundred Sixty Dollars	2	EACH	560.00	1120.00
27 716-08.02	REMOVAL OF PAVEMENT MARKING (8" BARRIER LINE) (WRITE IN WORDS) Two Dollars and Twenty Five Cents	1115	L.F.	2.25	2508.75
28 716-13.02	SPRAY THERMO PVMT MRKING (60 MIL) (6IN LINE) (WRITE IN WORDS) Eighty Four Hundred Dollars	0.29	L.M.	8400.00	2436.00

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
29 717-01	MOBILIZATION (WRITE IN WORDS) Forty Thousand Dollars	1	LS	40,000.00	40,000.00

BRIDGE QUANTITES
BASE BID

30 201-05.31	VEGETATION REMOVAL (WRITE IN WORDS) Five Thousand Dollars	1	LS	5,000.00	5,000.00
31 202-04.01	REMOVAL OF STRUCTURES (PARTIAL) (WRITE IN WORDS) One Hundred Ten Thousand Dollars	1	LS	110,000.00	110,000.00
32 604-02.03	EPOXY COATED STEEL REINFORCEMENT (WRITE IN WORDS) Five Dollars	1748	LB	5.00	8,740.00
33 604-03.02	STEEL BAR REINFORCEMENT (WRITE IN WORDS) Six Dollars and Twenty Five Cents	661	LB.	6.25	4131.25
34 604-03.09	CLASS D CONCRETE (BRIDGE DECK) (WRITE IN WORDS) Eight Thousand Dollars	8	C.Y.	8,000.00	64,000.00
35 604-10.54	CONCRETE REPAIRS (WRITE IN WORDS) Five Hundred Dollars	60	S.F.	500.00	30,000.00
36 620-06	CONCRETE RAILING (WRITE IN WORDS) Five Hundred Fifty Dollars	32	L.F.	550.00	17,600.00

ROADWAY TOTAL:	185,173.25
BRIDGE TOTAL:	239,471.25
TOTAL BID AMOUNT:	424,644.50
TOTAL BID AMOUNT (WRITTEN):	Four Hundred Twenty Four Thousand Six Hundred Forty Four Dollars and Fifty cents
TOTAL CONTRACT TIME:	**120 Days**
LIQUIDATED DAMAGES:	**$500/Day**

SECTION B

CONTRACT DOCUMENTS

CONTRACT

Project Name: Bridge Repair on Rocks Springs Road over Rock Springs Branch

This Agreement, executed this _____ day of _____, 20____, between the Town of Smyrna by its Mayor, hereinafter called the Owner and

_____

of _____

and their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Owner, the Contractor agrees to furnish all equipment, machinery, tools, and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvements and to do and perform all work in the construction of

Project No.	County
HMB Project No.: 312.2400083.000	Rutherford

in strict conformity with the provisions of this Contract, Contract Bond, the General Provisions, General Conditions, Required Bid and Contract Provisions, Technical Specifications, the Notice to Contractors, the proposal, the Specifications and the Plans. The said Contract, Contract Bond, the General Provisions, General Conditions, Required Bid and Contract Provisions, Technical Specifications, the Notice to Contractors, and the proposals are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

As security for the full and faithful performance of this Contract and all the incidents thereto, the Contractor has made and furnished a contract bond with _____ as Surety, which is accepted by the Owner and made a part of this Contract.

In consideration of the foregoing premises, the Owner agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said specifications.

The Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until he has received official notice to begin. This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against his time limit will begin, all other requirements in regard to the beginning of construction stipulated in the Proposal and Special Provisions will date from the official notice. The place where the work is to be started either will be stated in the "Notice to Proceed," or will be designated on the ground. The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time set forth in the proposal. Should the prosecution of work for any reason be discontinued by the Contractor, with the consent of the Engineer, he shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

IN WITNESS WHEREOF, The Chairperson by authority vested in him, has hereunto subscribed his name on behalf of the Town of Smyrna, and the said _____ Contractor has caused this Contract to be executed by a duly authorized official the day and year first above written.

_____	_____
Contractor (1)	Contractor (2)*
_____	_____
By	By
_____	_____
Title	Title

This Contract is accepted this _____ day of _____, 20____,

and is effective on the _____ day of _____, 20____.

_____
Town of Smyrna

_____	_____
By	By
_____	_____
Title	Title

*Second signature as required

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Limited Liability Company, Partnership or Individual)

_____
(Name of Surety)

_____,
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____,
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars, ($_____) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the above named Principal entered into a certain contract with the said OWNER, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW THEREFORE, if the said Principal and all subcontractors to whom any portion of the Work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payment for all said labor performed, services rendered, and materials or machinery furnished in the prosecution of the Work provided for in said Contract, or in any amendment or extension of or addition to said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this BOND is subject to the following conditions and limitations.

(a) All persons who have performed labor, rendered services, or furnished materials or machinery as aforesaid shall have a direct right of action against the Surety and Principal on this BOND, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished (or where labor has been performed, services rendered or materials furnished under said Contract in more than one State, then in any such State). Insofar as permitted by the laws of such State, such right of action shall be asserted in proceedings instituted in the name of the OWNER to the use and benefit of the person instituting such action and all other persons having claims hereunder and any other person having a claim hereunder shall have the right to be made a party to such proceedings (but not later than one year after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgement rendered thereon.

(b) The Surety shall not be liable hereunder for any damages or compensation recoverable under any Workman's Compensation or Employer's Liability Statute.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this BOND or be subject to any suit, action, or proceedings thereon that is instituted later than one year after the complete performance of said Contract and final settlement thereof.

(d) As used herein: The term "person" refers to any person, firm, or corporation who has furnished materials or machinery to be used on or incorporated in the Work or the prosecution thereof provided for said Contract or in any amendment or extension of or addition to said Contract and/or to any person engaged in the prosecution of the Work provided for in said Contract or in any agent, servant, or employee of the Principal or of any subcontractor and also anyone so engaged who performs the work of a laborer or mechanic regardless of any contractual relationshi between the Principal or any subcontractor or any assignee of said Principal or of said subcontractor and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the Work.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

ATTEST:

_____
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____

_____
(Principal)

BY _____

_____
(Address)

_____

ATTEST:

_____
(Surety Secretary)

(SEAL)

_____
(Witness as to Surety)

_____
(Address)

_____

_____
(Surety)

BY _____
(Attorney-in-Fact)

_____
(Address)

_____

1. Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

2. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

3. Authorization of the Surety Agent to execute the BOND and financial statement shall be attached to each copy of the Surety Bond. Bond must be signed or countersigned by Surety's proper «STATE» resident agent. Date of Power-of-Attorney shall be same date as BOND.

(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that is was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

_____
(Notary Public)

My Commission Expires: _____, 20____.

(ACKNOWLEDGMENT OF PRINCIPAL, IF A LIMITED LIABILITY COMPANY)

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(SEAL)

_____
(Notary Public)

My Commission Expires: _____, 20____.

Provide ACKNOWLEDGMENT for all members executing Bond.

(ACKNOWLEDGMENT OF PRINCIPAL, IF A FIRM OR PARTNERSHIP)

STATE OF _____ }
} SS.
COUNTY OF _____ }

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(SEAL)

_____
(Notary Public)

My Commission Expires: _____, 20____.

Provide ACKNOWLEDGMENT for all partners executing Bond.

(ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL)

STATE OF _____ }
} SS.
COUNTY OF _____ }

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

(SEAL)

_____
(Notary Public)

My Commission Expires: _____, 20____.

(ACKNOWLEDGMENT BY SURETY COMPANY)

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of_____ , 20 ____, before me personally came _____ to me personally known as _____ of the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that, that he is the _____ of the said corporation; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

_____
(Notary Public)

My Commission Expires: _____, 20____.

CONTRACT BOND

Project Name: Bridge Repair on Rock Springs Road over Rock Springs Branch

Know All Men By These Presents: That we _____

_____ of

_____

hereinafter called the Principal" and

_____

of _____, a corporation licensed under the laws of the State of Tennessee, hereinafter called the "Surety", are held and firmly bound unto the Town of Smyrna, (hereinafter called the Owner) in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds himself (themselves), his heirs, executors, and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents. The conditions of this obligation are such that:

Whereas, the above bounden Principal did on the _____ day of _____, 20____, enter into a written contract with the Town of Smyrna, by and through its Mayor in the construction of:

Project No.
HMB Project No.: 312.2400083.000

County

Rutherford

The Contractor, at all times, shall observe and comply with all Federal and State laws and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and the Contractor and his Surety shall indemnify and save harmless the OWNER and all its officers, agents and servants against any claim of liability arising from or based on the violations of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the project and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to any public or private property, and he shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed. The Contractor shall not willfully nor maliciously injure or destroy trees or shrubs and he shall not remove or cut them without proper authority.

He shall be responsible for all damage or injury to property of any character during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work satisfactorily, or due to his non-execution of said work, or at any time due to defective work or materials, and said responsibility shall not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring, as may be directed, or he shall make good such damage or injury, in an acceptable manner.

In case of the failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner, as defined in the Specifications, may upon forty-eight (48) hours written notice proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under his contract.

The Contractor and his Surety shall indemnify and save harmless the Town of Smyrna, and all of its officers, agents, and employees from all suits, actions, or claims of any character, name, and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safe-guarding the work, or through the use of unacceptable materials in constructing the work, or by or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the "Workmen's Compensation Law," or any other law, ordinance, order, or decree and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the Owner, may be retained for use of the Owner and his Surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished to the Owner.

Upon receipt of notice from the Owner that the Contract has been annulled, the Contractor shall immediately discontinue all operations. The Owner may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is thus finally completed the total cost of the same will be computed. All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due said Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of such excess.

The Contract will be considered fulfilled when all the work has been completed, the period of the necessary advertisement has expired, and the final inspection and acceptance has been made by the Owner or his authorized representative. The Contractor will then be released from further obligation except as set forth in his Contract Bond.

Now, therefore, if the above bounden "Principal" as Contractor shall in all respects comply with the foregoing and all the terms and conditions of said Contract, and his, their, or its obligation thereunder, including the specifications therein referred to and made a part thereof, and such alterations as may be made in said specifications as therein provided for, and shall, well and truly and in a manner satisfactory to the Owner complete the work contracted for, then this obligation is to be void, otherwise be and remain in full force and virtue.

IN WITNESS WHEREOF, the Surety has caused these presents to be duly signed and sealed, and the Principal has caused these presents to be executed by a duly authorized official.

This _____ day of _____, 20____.

_____
Contractor (1)

By_____

_____ _____
Name of Agency Title

_____ _____
No. & Street Surety (1)

_____ _____
City State Zip Code (Attorney-in-Fact)

_____
(to be executed by the second party of a joint venture)

_____
Contractor (2)

By_____

_____ _____
Name of Agency Title

_____ _____
No. & Street Surety (2)

_____ _____
City State Zip Code (Attorney-in-Fact)

Proposal, Contract, and Bond Approved
as to form and legality

_____
Town of Smyrna

SECTION C

GENERAL PROVISIONS

INFORMATION FOR BIDDERS

SECTION 1. QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, including a listing of work and clients from the last three years. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the contract and to complete the Work contemplated therein. Conditional bids will not be accepted.

SECTION 2. BIDDER'S PLAN, EQUIPMENT, AND EXPERIENCE QUESTIONNAIRE

a. A Bidder's plan, equipment and experience questionnaire is included and made a part of the proposal. The questionnaire must be completely filled out in ink when submitting this bid.
b. The Bidder must have at his/her disposal the necessary equipment to put on the project when notice is given to begin work, and to do the Work within the time specified.

SECTION 3. PREPARATION AND SUBMISSION OF PROPOSAL

a. The Contractor shall (by examination of the site and the Proposal, Drawings, Specifications, modifications, special provisions, thereto) fully satisfy himself/herself as to the nature and location of the Work, of any and all obstructions likely to be encountered, or any other matter which may affect the carrying out of the Work and no information upon any such matters derived from maps, profiles, or Specifications, or from the Owner shall, in any way, relieve the Contractor from all risks incident to the Work.
b. The proposal must be submitted on the form furnished herein and shall not be detached from this Specification Book, which shall be enclosed in a sealed envelope clearly labeled with the name of the Project, Contractor's name, address, license number, classification, expiration date, and the date and time of the Bid Opening (so as to guard against premature opening of any bid).
c. Proposals that contain any omission, condition, or limitation, or that show any other irregularity of any kind may be rejected as informal.
d. In preparing his/her bid, should the Bidder find anything necessary for the construction of the Project that is not mentioned in the Specifications or shown on the Drawings, or should he/she find any discrepancies, he/she shall notify the Owner so that such items may be included or corrected. Should the Bidder fail to notify the Owner of such items, it will be assumed that his/her bid includes everything necessary for the complete construction of an operating facility in the true spirit and intent of the designs shown.

SECTION 4. QUANTITIES OF ESTIMATE

The estimated quantities of Work to be done and materials to be furnished under this contract shown in any of the documents including the Proposal, are given only for use in comparing bids and to indicate approximately the total amount of the contract. The right is especially reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this contract. Such increase or diminution shall in no way vitiate this contract, nor shall any such increase or decrease give cause for claims of liability for damage.

SECTION 5. ADDENDA AND INTERPRETATION

a. No interpretation of the meaning of the Specifications or other pre-bid documents will be made to any Bidder orally.
b. Every request for such interpretation should be in writing addressed to the ENGINEER and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the

form of written addenda to the Specifications which, if issued, will be mailed by certified mail with return receipt to all prospective Bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

~~SECTION 6. BID SECURITY~~

~~Each proposal must be accompanied by a Bidder's bond on the form contained in the Proposal from a Surety Company acceptable to the Owner, leave a Cashier's Check or a Certified Check, made payable to the Town of Smyrna, for not less than five (5%) percent of the total amount of the bid based on the high alternate. Checks will be returned to all except the three (3) lowest Bidders within three (3) days after the opening of bids, and the remaining checks will be returned promptly after the Owner and the accepted Bidder have executed the contract, or if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the Bidder at any time hereinafter, so long as he/she has not been notified of the acceptance of his/her bid.~~

SECTION 7. MINIMUM WAGE AND LABOR REQUIREMENTS

a. The submission of certified weekly payrolls is required. The attention of the Bidders is called to the general provision contained in each proposal with particular reference to labor provisions and submission of payrolls and to the affidavit which shall accompany all payrolls. The minimum wage rate paid to all labor employed under this contract shall be as has been determined by the Commissioner of Labor and as outlined in the General Provisions in the Documents and made a part, thereof, as applicable.
b. All proposals shall be prepared on the basis of minimum wage rates as established by the Commissioner of Labor as applicable.

SECTION 8. DISCREPANCY - BID PRICE

On the Proposal Form, the Bid Prices must be written in ink in both numerals and words. In case of conflict between the words and the numerals, the words, (unless obviously incorrect) will govern.

SECTION 9. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously, with his/her delivery of the executed contract, the Contractor shall furnish a Surety Bond in the amount of 100 percent of the final contract price, as security for faithful performance of this contract, for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with the contract as specified in the General Conditions included herein. The Surety on such bond shall be a duly authorized Surety Company satisfactory to the Owner.

SECTION 10. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power-of-Attorney.

SECTION 11. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

SECTION 12. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

a. If at the time this Contract is to be awarded, the lowest base bid submitted by a responsible Bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on said base bid. If such bid exceeds available funds, the Owner may reject all bids.

b. The Construction Contract, and the Contract Performance Bond, shall be executed by the successful Bidder within ten (10) days after receipt by him/her of formal Notice of Award. The number of copies to be executed, will be specified in the Contract.

SECTION 13. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence Work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **120 Calendar Days**. Bidder must agree to pay as liquidated damages the sum of $500 for each calendar day over the contract limit as specified in the plans.

SECTION 14. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

SECTION 15. INSURANCE, CONTRACTOR'S COVERAGE, AND CANCELLATION PROVISION

a. The Contractor will not be permitted to commence Work until he/she has obtained all insurance required by these documents, five (5) copies of Proof of Carriage submitted, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence Work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

b. If a subcontractor does not take out insurance in his/her own name and his/her principal Contractor wishes to provide insurance protection for such subcontractor and such subcontractor's employees, an endorsement must be attached to the principal Contractor's policy, which endorsement must identify the persons thereby covered, or else the principal Contractor must take out appropriate policies in the name of the subcontractor.

c. Each policy of insurance covering the Contractor's or subcontractor's operations under the contract shall provide, either in the body of the policy or by proper endorsement to the policy, that such policy cannot be altered or canceled in less than ten (10) days after the mailing of written notice of such alteration or cancellation to the assured (insured) and the Owner, or not less than five (5) days after actual receipt pending alteration or cancellation.

d. Certificates of Insurance coverage shall include a statement of alteration or cancellation provisions of the policy, sufficient to show definitely that such provisions comply with the requirement stated herein. The Contractor shall be fully responsible for maintaining the insurance herein required and shall save harmless the Owner in the event he/she neglects or fails to do so for any reason.

SECTION 16. INSURANCE PUBLIC LIABILITY

a. The Contractor shall take out and maintain during the life of this contract, such Public Liability (Bodily Injury and Property Damage) insurance as shall protect himself/herself and any subcontractor performing Work covered under this contract.

b. Bodily Injury Insurance shall be in an amount not less than $250,000 for injuries including accidental death, to any one person and subject to the same limit for each person in an aggregate amount not less than $1,000,000 due to any one accident. Property Damage

Insurance shall be in the amount of not less than $250,000. Both types of insurance shall include a provision automatically reinstating the aforesaid limits after each accident of claim for damages, except that the property damage shall be limited to an aggregate of $1,000,000.

c. The aforesaid requirements shall be construed to include both General (Comprehensive) and Automotive Liability. The General Contractor shall be covered by Contractor's Contingent Public Liability Insurance in the above amounts if any subcontractors are let. Certificates on Insurance will be issued to the Owner. Three copies of the certificates will be forwarded to the Owner, and two (2) copies to the Engineer.

SECTION 17. PATENTS

a. The Contractor shall hold and save harmless, the Owner and its officers and agents and servants and employees, from liability of any nature of kind-including cost and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

b. If the Contractor uses any design, device, or materials covered by letters or patent or copyright, he/she shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design or device materials. It is mutually agreed and understood that, without exception, the Contract Prices shall include all royalties or costs arising from the use of such design or device or materials, in any way involved in the Work. The Contractor and/or his/her Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or materials, or any trademark or copyright, in connection with Work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason for such infringement at any time during the prosecution of the Work or after completion of the Work.

GENERAL CONDITIONS

SECTION 1. CONTRACT AND CONTRACT DOCUMENTS

The Specifications herein included shall form a part of this Contract.

SECTION 2. DEFINITIONS

The following terms as used in this Contract are respectively defined as follows:

a. "Owner": Town of Smyrna

b. "Engineer": An employed engineer of the Owner or Designated Representative.

c. "Calendar Day": Every day shown on the Calendar.

SECTION 3. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards.

SECTION 4. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this contract, within the time herein specified, in accordance with provisions of this contract and said specifications and in accordance with directions of the Owner as given from time to time during progress of the work. He/she shall furnish, erect, maintain, and remove such temporary work as may be required.

SECTION 5. WEATHER CONDITIONS

In the event of temporary suspension of work, during inclement weather or whenever the Owner shall direct, the Contractor will and will cause his/her Subcontractors to protect carefully his/her and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his/her Subcontractors so to protect his/her work, such materials shall be removed and replaced at the expense of the Contractor.

SECTION 6. INSPECTION

The authorized representatives and agents of the Owner and of the Tennessee Department of Transportation shall be permitted to inspect all work, materials, payrolls, record of personnel, invoices of materials, and other relevant data and records.

SECTION 7. REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and cost, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

SECTION 8. SUPERINTENDENCE BY CONTRACTOR

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be subject to approval by the Owner and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll. Should the approved superintendent/foreman be replaced by the Contractor, construction of the project will cease until such time as the Owner approves the replacement representative. Such contract time lost will be charged to the Contractor.

SECTION 9. PRE-CONSTRUCTION CONFERENCE

One or more pre-construction conferences shall be held prior to the commencement of work. The Owner/Engineer will schedule these for the project construction site and will coordinate the timing with the Contractor and his Subcontractors so as to avoid scheduling conflicts. It shall be required that the Contractor, his approved project Superintendent/Foreman, and appropriate representatives from his various subcontractors will be in attendance at this meeting. Failure by the Contractor, or Subcontractors to have proper representation will result in the Owner not permitting construction of those various aspects of the project until individual Owner/ Contractor/Subcontractor conferences have taken place. Any contract time lost to accomplish these meetings will be charged to the Contractor.

SECTION 10. TRAINING SESSION

The Owner reserves the right to conduct a training session, or sessions for the Contractor's and Subcontractor's, on-project employees. These sessions will be conducted on the project site, having a duration of not more than three hours each. Scheduling of these sessions will be prior to commencement of certain types of work in particular (base, paving, lighting, etc.).

SECTION 11. CHANGES IN WORK AND EXTRAS

a. No changes in work covered by the approved Contract Documents shall be made without having prior written approval of the Owner.

b. Without invalidating the contract, the Owner may order extra work or make changes altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and consent of the Surety being first obtained where necessary or desirable. All work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claim for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner and the price is stated in such order.

SECTION 12. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. It is hereby understood and mutually agreed, by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are ESSENTIAL CONDITIONS of this contract, and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the work order.

b. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner that the time for completion of work described herein is a reasonable time for completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.

c. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. If there is a complete unlawful termination by the Contractor, the Owner shall have the right to recover additional damages as provided by the Contract Bond.

d. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount be retained from time to time by the Owner from current periodical estimates.

e. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

    1. To any preference, priority or allocation order duly issued by the Government;

    2. To unforeseeable cause beyond the contract and without the fault or negligence of the Contractor, including, but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; and

    3. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsection (a) and (b) of this article:

f. Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

SECTION 13. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to inspection of the Owner who shall be the final judge of quality and suitability of the work, materials, processes manufactured, and methods of construction for the purposes for which they are used. Should they fail to meet his/her approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his/her own expense. Rejected material shall immediately be removed from the site. If in the opinion of the Owner it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount in judgment of the Owner shall be equitable.

SECTION 14. RIGHT OF OWNER TO TERMINATE CONTRACT

a. In the event that any of the provisions of this contract are violated by the Contractor, or by any of his/her Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. Such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract.

b. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contract and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on site of the work and necessary therefore.

SECTION 15. PAYMENTS TO CONTRACTOR

Not later than the 1st day of each calendar month the Owner shall process an estimate for payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to ensure the proper performance of this contract, the Owner shall retain zero percent (0%) of the amount of each estimate until final completion and acceptance of all work covered.

SECTION 16. ACCEPTANCE OF FINAL PAYMENT

a. The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work.

b. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Contract or the Performance Bond.

SECTION 17. ENGINEER'S AUTHORITY

a. Not Applicable.

SECTION 18. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

a. to take every precaution against injuries to persons or damage to property;

b. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his/her work;

c. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his/her operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance; and

d. before final payment to remove all surplus material and to put the site in a neat, orderly condition.

SECTION 19. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials workmanship. The Owner will give notice of observed defects with reasonable promptness.

SECTION 20. CONFLICTING CONDITIONS

Any provision in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be voided to the extent of such conflict or inconsistency.

SECTION 21. EQUAL OPPORTUNITY

"During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agreed to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause."

SECTION 22. FINAL ACCEPTANCE

a. Upon final acceptance of the project as complete, as judged by the Owner, final payment will be processed based on the entire sum determined to be due the Contractor less all previous payments and all amounts to be deducted under provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

b. The Contractor and each assignee under the assignment in effect at the time of final payment shall, if required by the Owner, execute and deliver at the time and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exceptions as may be found appropriate by the Owner, discharging the Owner, its officers, agent, and employees of and from liabilities, obligations and claims arising under this contract.

SECTION 23. WAGE, LABOR, AND EQUAL OPPORTUNITY REQUIREMENTS

Not applicable.

END OF SECTION

SECTION D

CONTRACT PROVISIONS

Section 100 Contractor Quality Control Program

100-01 General. When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established, and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

a. Adequately provide for the production of acceptable quality materials.

b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.

c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed and accepted by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

Paving projects over $500,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

100-02 Description of program.

a. General description. The Contractor shall establish a Quality Control Program to perform quality control inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed and approved by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review and approval at the preconstruction meeting. The Contractor's Quality Control Plan and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed (NTP).

The Quality Control Program shall be organized to address, as a minimum, the following items:

a. Quality control organization

b. Project progress schedule

c. Submittals schedule

d. Inspection requirements

e. Quality control testing plan

f. Documentation of quality control activities

g. Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that is deemed necessary to adequately control all production and/or construction processes required by this contract.

100-03 Quality control organization. The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Program Administrator shall be a full-time on-site employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of five (5) years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least one of the following requirements:

(1) Professional Engineer with one (1) year of paving experience.

(2) Engineer-in-training with two (2) years of paving experience.

(3) An individual with three (3) years of highway and/or airport paving experience, with a

Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

(4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

(5) Highway materials technician certified at Level III by NICET.

(6) Highway construction technician certified at Level III by NICET.

(7) A NICET certified engineering technician in Civil Engineering Technology with five (5) years of highway and/or airport paving experience.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. Quality control technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of two (2) years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by subsection 100-06.

(2) Performance of all quality control tests as required by the technical specifications and subsection 100-07.

(3) Performance of density tests for the Engineer when required by the technical specifications.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 Project progress schedule. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-05 Submittals schedule. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

a. Specification item number

b. Item description

c. Description of submittal

d. Specification paragraph requiring submittal

e. Scheduled date of submittal

100-06 Inspection requirements. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by subsection 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.

b. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

100-07 Quality control testing plan. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (for example, P-401)

b. Item description (for example, Plant Mix Bituminous Pavements)

c. Test type (for example, gradation, grade, asphalt content)

d. Test standard (for example, ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

e. Test frequency (for example, as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (for example, plant technician)

g. Control requirements (for example, target, permissible deviations)

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by subsection 100-08.

100-08 Documentation. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description
(2) Compliance with approved submittals
(3) Proper storage of materials and equipment
(4) Proper operation of all equipment
(5) Adherence to plans and technical specifications
(6) Review of quality control tests
(7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

(1) Technical specification item number and description
(2) Test designation
(3) Location
(4) Date of test

(5) Control requirements

(6) Test results

(7) Causes for rejection

(8) Recommended remedial actions

(9) Retests

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 Corrective action requirements. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 Surveillance by the Engineer. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 Noncompliance.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his or her authorized representative to the Contractor or his or her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

SECTION E - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual utility construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

B. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

D. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of **five** previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply

with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.

7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to **ASTM E 329**; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

1.8 QUALITY CONTROL

A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

   a.

3. Notify testing agencies at least **24** hours in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Engineerand Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION F

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

The proposed construction shall be performed in accordance with the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation, and the Standard Roadway and Structures Drawings of the Tennessee Department of Transportation which are incorporated herein by reference and made a part hereof.

201 E. Main St., STE 100, Murfreesboro, TN 37130 (615) 278-1500 hmbpe.com

October 17, 2025

Charles King, PE
Town Engineer
Town of Smyrna
715 Lowry Street
Smyrna, TN 37167

RE: Rock Springs Road over Rock Springs Branch Bridge Repair Project, HMB Project No. 312.2400083

Dear Mr. King:

Bids were received on October 13, 2025, for the referenced project. A single bid was submitted in the amount of $424,644.50. The bidder is Adams Contracting, LLC of Lexington, KY.

The bid price is higher than expected. This is due, in part, to the mobilization costs from an out-of-state contractor, and due to the small size of the project. Therefore, HMB recommends award of the contract to Adams Contracting, LLC.

Sincerely,

Kip Mayton, PE

Rock Springs Road over Rock Springs Branch - Bridge Repair

Town of Smyrna, TN

Proj No 312.2400083

County Rutherford (Town of Smyrna)

Description Bid Tabulation

Bids Received: October 13, 2025

ROADWAY ITEMS				ENGINEER'S ESTIMATE		ADAMS CONTRACTING	
Item No	**Description**	**Unit**	**Qty**	**Unit Price**	**Extended Total**	**Unit Price**	**Extended Total**
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1.00	$10,000.00	$10,000.00	$4,500.00	$4,500.00
201-01	CLEARING AND GRUBBING	LS	1.00	$3,500.00	$3,500.00	$12,500.00	$12,500.00
208-01.05	BROOMING AND DEGRASSING SHOULDERS	L.M.	0.17			$5,000.00	$850.00
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	150.00	$6.40	$960.00	$6.00	$900.00
209-09.01	SANDBAGS	BAG	700.00	$10.75	$7,525.00	$4.00	$2,800.00
209-20.03	POLYETHYLENE SHEETING (6 MIL. MINIMUM)	S.Y.	55.00	$15.25	$838.75	$6.00	$330.00
307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	2.50	$280.00	$700.00	$2,500.00	$6,250.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	2.00	$335.00	$670.00	$2,250.00	$4,500.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.50	$2,150.00	$1,075.00	$1,600.00	$800.00
411-01.10	ACS MIX(PG64-22) GRADING D	TON	49.00	$422.00	$20,678.00	$450.00	$22,050.00
415-01.01	COLD PLANING BITUMINOUS PAVEMENT	TON	48.00	$750.00	$36,000.00	$170.00	$8,160.00
705-06.01	W BEAM GR (TYPE 2) MASH TL3	L.F.	50.00	$51.00	$2,550.00	$34.00	$1,700.00
705-06.20	TANGENT ENERGY ABSORBING TERM MASH TL-3	EACH	4.00	$3,600.00	$14,400.00	$4,000.00	$16,000.00
705-06.25	THRIE BEAM BRIDGE TRANSITION MASH TL-3	EACH	2.00	$2,715.00	$5,430.00	$2,900.00	$5,800.00
706-01	GUARDRAIL REMOVED	L.F.	105.00	$3.45	$362.25	$3.25	$341.25
707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	200.00	$7.40	$1,480.00	$6.00	$1,200.00
712-01	TRAFFIC CONTROL	LS	1.00	$27,000.00	$27,000.00	$7,500.00	$7,500.00
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	120.00	$54.00	$6,480.00	$140.00	$16,800.00
712-02.60	TEMPORARY WORK ZONE CRASH CUSHION (MASH TL-3)	EACH	2.00	$9,000.00	$18,000.00	$8,500.00	$17,000.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	20.00	$36.35	$727.00	$39.00	$780.00
712-04.50	BARRIER RAIL DELINEATOR	EACH	7.00	$19.00	$133.00	$15.00	$105.00
712-06	SIGNS (CONSTRUCTION)	S.F.	63.00	$42.00	$2,646.00	$7.75	$488.25
712-08.03	ARROW BOARD (TYPE C)	EACH	1.00	$1,320.00	$1,320.00	$1,000.00	$1,000.00
712-09.08	REMOVABLE PAVEMENT MARKING (6" line)	L.F.	1,998.00	$4.10	$8,191.80	$3.00	$5,994.00
713-16.20	SIGNS (1-4 TYPE 3 OBJECT MARKER)	EACH	4.00	$450.00	$1,800.00	$190.00	$760.00

Rock Springs Road over Rock Springs Branch - Bridge Repair

Town of Smyrna, TN

Proj No 312.2400083

County Rutherford (Town of Smyrna)

Description Bid Tabulation

Bids Received: October 13, 2025

ROADWAY ITEMS				ENGINEER'S ESTIMATE		ADAMS CONTRACTING	
Item No	**Description**	**Unit**	**Qty**	**Unit Price**	**Extended Total**	**Unit Price**	**Extended Total**
713-30.09	BARRIER MOUNTED SIGN SUPPORT	EACH	2.00	$455.00	$910.00	$560.00	$1,120.00
716-08.02	REMOVAL OF PAVEMENT MARKING (8" BARRIER LINE)	L.F.	1,115.00	$2.00	$2,230.00	$2.25	$2,508.75
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	0.29	$10,000.00	$2,900.00	$8,400.00	$2,436.00
717-01	MOBILIZATION	LS	1.00	$13,500.00	$13,500.00	$40,000.00	$40,000.00
	Subtotal Roadway				**$192,006.80**		**$ 185,173.25**

BRIDGE ITEMS							
Item No	**Description**	**Unit**	**Qty**	**Unit Price**	**Extended Total**	**Unit Price**	**Extended Total**
201-05.31	VEGETATION REMOVAL	LS	1	$ 10,000.00	$ 10,000.00	5,000.00	5,000.00
202-04.01	REMOVAL OF STRUCTURES (PARTIAL)	LS	1	$ 12,375.00	$ 12,375.00	110,000.00	110,000.00
604-02.03	EPOXY COATED STEEL REINFORCEMENT	LB	1748	$ 3.75	$ 6,555.00	5.00	8,740.00
604-03.02	STEEL BAR REINFORCEMENT	LB	661	$ 2.80	$ 1,850.80	6.25	4,131.25
604-03.09	CLASS D CONCRETE (BRIDGE DECK)	CY	8	$ 3,060.00	$ 24,480.00	8,000.00	64,000.00
604-10.54	CONCRETE REPAIRS	SF	60	$ 300.00	$ 18,000.00	500.00	30,000.00
620-06	CONCRETE RAILING	LF	32	$ 225.00	$ 7,200.00	550.00	17,600.00
	Subtotal Bridge				**$ 80,460.80**		**$ 239,471.25**
	Total Estimated Construction Cost				**$272,467.60**		**$ 424,644.50**

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.n.
Department: Public Works
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, Amendment No.1 with HMB Professional Engineers, Inc. for Construction Engineering and Inspection (CEI) Services for the Rock Springs over Rock Springs Branch Bridge Repair.

Fiscal Impact:
Total cost for Amendment No. 1 $65,000.00

Contract Type:
Contract Change Order /Amendment

Contract Term (if applicable):
120 Calendar Days from Notice to Proceed with construction.

Background:
Original contract was for survey and design for the Rock Springs bridge repair. Contract Amendment No. 1 is for Construction Engineering and Inspection (CEI)

This bridge is located on Rock Springs Road near Gwynne Farms. The 2024 TDOT Bridge inspection reported a beam in the OLD section of the bridge that needed replacing. The inspection also noted the damaged guardrail on the old section and the unfinished guardrail on the new section of the bridge.

Summary:
This project is near Gwynne Farms for the repair of a beam in the OLD section of the bridge. The contract amendment is for the Construction Engineering and Inspection (CEI) Services for the Rock Springs over Rock Springs Branch Bridge Repair.

Original Contract	$ 59,096.00
Contract Amendment No. 1	$ 65,000.00
Total Contract Amount	$124,096.00

Recommended Council Action:
Staff recommends approval of this contract amendment.

Attachments:

1. CEI Amendment for Rock Springs
2. HMB Contract - Executed

AMENDMENT No. 1
to the
AGREEMENT FOR ENGINEERING SERVICES
between
TOWN OF SMYRNA, TN
and
HMB PROFESSIONAL ENGINEERS, INC.

This AMENDMENT to the AGREEMENT FOR ENGINEERING SERVICES made and entered into at Rutherford County, TN between the Town of Smyrna, TN (hereinafter referred to as the OWNER) and HMB Professional Engineers, Inc. of Murfreesboro, Tennessee (hereinafter referred to as the ENGINEER).

I. This AMENDMENT shall amend the AGREEMENT as follows:

The ENGINEER shall provide the following services:

ROCK SPRINGS OVER ROCK SPRINGS BRANCH BRIDGE REPAIR

- Scope of Work:
  Provide part-time Construction Engineering and Inspection (CEI) services for the Bridge Beam Replacement – Rock Springs Over Rock Springs Branch in accordance with the standards, procedures, and requirements of the local municipality, the Tennessee Department of Transportation (TDOT), and the Federal Highway Administration (FHWA), as applicable. Services shall be provided on a part-time basis which includes the following:
  - **Pre-Construction Services**
    - Attend and participate in pre-construction conferences and meetings.
    - Review construction plans, specifications, permits, and utility coordination documents.
    - Prepare CEI documentation templates in accordance with TDOT and FHWA guidelines.
    - Set up project files and tracking systems, including records management per TDOT LPDO Manual or equivalent.
    - Confirm environmental, right-of-way, and utility clearance.
    - Assist with constructability reviews and schedule evaluation.
  - **Construction Inspection & Documentation**
    - Provide part-time, on-site inspection during requested active construction operations.
    - Maintain daily project records, including Daily Work Reports (DWRs), pay item quantities, weather conditions, material tickets, and contractor activities when requested onsite.
    - Verify compliance with all contract documents, approved plans, and applicable codes and standards.
    - Monitor contractor’s compliance with safety and traffic control requirements.
    - Document and verify work progress for contractor pay estimates
    - Track materials delivery, installation, and quantities to ensure alignment with bid items.

    - Conduct measurement and calculation of pay quantities in accordance with TDOT's standard specifications.
    - Maintain project diaries and photographic documentation.
- **Materials Testing & Verification**
    - Coordinate and perform field and laboratory testing of materials, including but not limited to asphalt, concrete, aggregate, soils, and compaction.
    - Maintain certifications for all personnel and laboratories per industry requirements.
    - Ensure materials are approved and documented in accordance with the Town's Specifications and TDOT's Standard Specifications.
    - Submit test results to the Project Manager and contractor with timely notification of any failing results.
    - Verify that all materials are listed on TDOT's QPL or DOT/FHWA equivalents, where required.
- **Project Administration & Compliance**
    - Ensure project compliance with Title VI and all applicable civil rights regulations.
    - Maintain Davis-Bacon tracking and assist with required reporting.
    - Support the municipality with required federal-aid documentation.
    - Coordinate utility relocations and right-of-way-related activities with appropriate agencies.
    - Assist in resolving disputes, RFIs, submittals, and change order requests.
    - Maintain a complete audit-ready set of project records throughout construction.
- **Communication & Coordination**
    - Serve as liaison between the contractor, municipality, utilities, and other stakeholders.
    - Provide regular project updates and attend progress meetings.
    - Notify the Town of any project delays, issues, or noncompliance.
    - Coordinate with adjacent projects, public safety, and emergency access as needed.
    - Engage in community outreach and communication, if required by the client.
- Final Acceptance & Project Closeout
    - Develop and maintain punch lists for completion.
    - Coordinate final inspections with the Town and other authorities having jurisdiction.
    - Verify and compile all as-built information, red-line plans, and contractor submittals.
    - Prepare the final CEI report, including construction summary, materials summary, and final pay item quantities.
    - Assist with financial closeout including final pay application reviews and change order logs.
- **General Requirements**
    - All inspection staff shall meet local certification and experience requirements.

- The Consultant shall maintain sufficient staff levels to match the pace of construction.
- The Consultant shall provide all equipment, computers, software, PPE, and vehicles necessary to perform services.
- All services shall be delivered in a professional and timely manner.

II. Total compensation is not to exceed the **Lump Sum** amount of **$65,000.00**. Should Construction activities exceed 120 Calendar Days, a supplement will be required.

III. All other sections of the basic AGREEMENT FOR ENGINEERING SERVICES and subsequent AMENDMENTS shall remain in force except those modified by this AMENDMENT.

IN WITNESS WHEREOF the parties have made and executed this AMENDMENT this ____day of _____, 2025.

ENGINEER:	OWNER:
HMB PROFESSIONAL ENGINEERS, INC.	TOWN OF SMYRNA, TN
_____	_____
Justin Rains, PLS Principal in Charge	Hon. Mary Esther Reed Mayor

AGREEMENT FOR ENGINEERING SERVICES
ROCK SPRINGS ROAD OVER ROCK SPRINGS BRANCH BRIDGE REPAIR
SMYRNA, TN

This AGREEMENT FOR ENGINEERING SERVICES, made at Rutherford County, Tennessee, and entered into by and between the TOWN OF SMYRNA, TENNESSEE (hereinafter referred to as the OWNER) and Haworth-Meyer-Boleyn Professional Engineers, LLC (dba HMB Professional Engineers, LLC and hereinafter referred to as the ENGINEER). Wherein, the aforementioned parties in mutual consideration of the promises, conditions and agreements as set forth below do herein promise and agree as follows:

I. WHEREAS, the OWNER intends to provide THE REPAIR OF THE ROCK SPRINGS ROAD BRIDGE OVER ROCK SPRINGS BRANCH, to comply with current standards of the State of Tennessee, and desires the ENGINEER to perform such Survey and Design of the project as shown in the scope of work listed in Attachment A;

II. NOW THEREFORE, be it understood that the ENGINEER agrees to provide the engineering services required for the studies and for preparation of plans and specifications in accordance with the Scope of Work in Attachment A.

III. ENGINEERING FEES

For and in consideration of the satisfactory completion of the services defined, the OWNER shall compensate the ENGINEER as follows:

A. Survey $ 11,500.00

A sum to be paid monthly based upon an estimated percentage of completion

B. Roadway and Structural Design $ 47,596.00

A sum to be paid monthly based upon an estimated percentage of completion

C. Additional Services Lump Sum Fee as Negotiated, or Using Attachment B

A sum to be paid monthly

IV. PAYMENT OF ENGINEERING FEES

The OWNER agrees to process the Invoices issued by the ENGINEER in a timely manner; however, in no instance shall payment be delayed beyond 30 days from the date of issuance of the Invoice, without cause. Payments not made by the OWNER within the 30-day period shall bear interest beginning on the 31st day at the rate of 1% per month on the unpaid balance unless cause is established.

V. ADDITIONAL ENGINEERING SERVICES

Should additional engineering services become necessary, the ENGINEER will be compensated for the additional work according to the Standard Hourly Rates listed in Attachment B.

VI. COMPLETION OF ENGINEERING SERVICES

The ENGINEER agrees to accomplish the work necessary to complete the agreed upon Scope of Work within a reasonable and mutually agreeable timeframe after Notice to Proceed from the OWNER. The ENGINEER shall not be held responsible for delays due to changes in the Scope of Work made by the OWNER, or by unforeseeable causes beyond the control of the ENGINEER.

VII. TERMINATION

This AGREEMENT may be terminated by either party by seven (7) days "WRITTEN NOTICE" in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If the AGREEMENT is so terminated, the ENGINEER shall be paid for the partial progress completed. Should the ENGINEER fail to perform to the terms of this AGREEMENT or otherwise break or violate contract terms, then the OWNER shall inform the ENGINEER in writing and any settlement of fees shall be decided by an Arbitration Group if required. The Arbitration Group shall be composed of one member selected by the OWNER, one by the ENGINEER, and a third agreeable to the two appointed Arbitrators.

VIII. The ENGINEER states that he has, or will acquire at his own expense, the personnel and facilities necessary to accomplish the Work within a reasonable timeframe.

IX. INSURANCE

The ENGINEER agrees to maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER and OWNER from claims under the Workman's Compensation Act and such Comprehensive General Liability Insurance as will protect the ENGINEER and OWNER from claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER'S employees, of the ENGINEER'S functions and services required under this AGREEMENT.

X. LIMITS ON LIABILITY

The OWNER agrees to limit the ENGINEER'S liability arising from negligent acts, errors or omissions such that the total aggregate liability of the ENGINEER under this contract shall not exceed the ENGINEER's total fee for services rendered on the Project.

XI. FUNDING

Should the OWNER cause the project to terminate or cause the funding from the various funding agencies to be lost, as a result of the OWNER'S actions, then the full amount of Engineering Fees accumulated as a result of services rendered at that point shall be due to

the ENGINEER.

XII. GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Tennessee. This Contract is entered into at Rutherford County, Tennessee and all jurisdictional matters will be decided in Rutherford County, Tennessee.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT this 12th day of November, 2024.

ENGINEER:

HMB PROFESSIONAL ENGINEERS, LLC

Justin C. Rains - Principal-in-Charge

OWNER:

Town of Smyrna

Authorized Official

1620 Gateway Boulevard,
Suite 201
Murfreesboro, TN 37129
Office: (615) 278-1500
www.hmbpe.com

Civil Engineering

Transportation Engineering

Highway Engineering

Structural Engineering

Surveying

Mobile Lidar

Construction Engineering

Construction Inspection

Water & Wastewater

Water Management

Planning

Traffic Engineering

Signal Engineering

Right-of-Way

Environmental Compliance

Environmental Permitting

Environmental Remediation

Archaeology &
Cultural Historic

Project Management

ATTACHMENT A

September 17, 2024

Mr. Charles King, PE
Town Engineer
Town of Smyrna
315 S. Lowry St.
Smyrna, TN 37167

RE: Bridge Repair, Rock Springs Road over Rock Springs Branch, Bridge ID 75E00720001

Dear Mr. King:

HMB Professional Engineers, LLC, is pleased to submit this proposal for the project referenced above. Rock Springs Road, along with this structure, has recently been widened on its southern side to accommodate the entrance to a new residential development. The north half of the bridge is a cast-in-place t-girder section, while the widened facility is a standard slab bridge. During inspection, it was discovered that the exterior north side beam has a large, delaminated area, exposing some of the steel and compromising the beam's carrying capacity.

The proposed scope of this project is to remove the exterior bridge deck and beam to just beyond the damaged beam and recast a new beam and bridge deck section with a new bridge rail. Additional work necessitated by this scope involves replacement of substandard guardrail, management of traffic on Rock Springs Road during construction, and protection of Rock Springs Branch beneath the structure during construction. Engineering services for the project will include survey, roadway design, and structural design as follows:

Survey:

1. HMB will perform an engineering design survey for approximately 300 feet along Rock Springs Road.
   a. Two control points will be established.
   b. The Digital Terrain Model will be from the center of the turn lane to the toe of the slope or to the right-of-way (whichever is further). The southeast and southwest surface corners of the bridge will be located, but no further activity will be performed on the south side of the bridge.
   c. Additional pavement striping will be included for 480 feet each side of the bridge but will not be included in the DTM.
2. Traditional field services will be used to collect all roadway, planimetric, and topographic features.
   a. Bridge detail will be limited to the northern face and consist of abutment walls, low beam detail, overhang, and deck thickness.
   b. Underground utilities will consist of a Quality Level "B" investigation in accordance with the ASCE Manual.
   c. Low wire elevations will be located within the survey limits.
   d. Right of way lines will be resolved throughout the survey limits.
   e. Survey quality review will be performed.
3. Deliverables will be in ORD formats per TDOT CADD standards and will consist of a Model file, an Alignment file with Right-of-Way line graphics only, and a Terrain file.

Survey Exclusions:

1. Stream survey – additional channel information, stream alignment/profile, flood sections, etc.

1620 Gateway Boulevard,
Suite 201
Murfreesboro, TN 37129
Office: (615) 278-1500
www.hmbpe.com

Civil Engineering

Transportation Engineering

Highway Engineering

Structural Engineering

Surveying

Mobile Lidar

Construction Engineering

Construction Inspection

Water & Wastewater

Water Management

Planning

Traffic Engineering

Signal Engineering

Right-of-Way

Environmental Compliance

Environmental Permitting

Environmental Remediation

Archaeology &
Cultural Historic

Project Management

ATTACHMENT A

2. Bridge Sketch along the southern face.
3. Property tract resolution
4. Acquisition Table
5. Alignments and profiles
6. Utility Model
7. Drainage areas
8. Aerial ortho
9. Mobile and Aerial Lidar data

Roadway Design:

1. Attend team meetings (3) with the Town of Smyrna and provide overall project management throughout the life of the project. This includes two plan review meetings and the bid opening.
2. Provide engineering design services to prepare construction plans for the project per Town of Smyrna guidelines, specifications, and standard drawings, including:
   a. Traffic control plan that will accommodate the construction with minimal effects on motorists, keeping two lanes operating.
   b. Erosion protection and sediment control to minimize stream impacts.
   c. Pavement removal along the centerline of the roadway and replacement to match existing conditions.
   d. Guardrail removal and replacement with guardrail meeting current TDOT standards.
   e. Perform quality review of roadway plans.

Roadway Exclusions:

1. Utility relocations.
2. Right-of-Way Acquisition Plans (It is assumed that no right-of-way will be required for this project. However, slope and construction easements could be required.)

Structural Design:

1. Provide a beam design that will accommodate AASHTO loadings and extend the usable life of the bridge.
2. Provide partial bridge deck replacement integral with the replacement beam.
3. Provide connection to the existing bridge deck.
4. Specify demolition of the existing portion of the bridge shall not adversely affect the stream it crosses.
5. Design an upgraded bridge rail to meet current standards including the attachment to guardrail on either end.
6. Assist the Town with aquatic permit application.
7. Perform quality review on structural plans

Bidding Phase:

1. Attend bid opening
2. Tabulate bids and make a recommendation regarding award of the contract.

1620 Gateway Boulevard,
Suite 201
Murfreesboro, TN 37129
Office: (615) 278-1500
www.hmbpe.com

ATTACHMENT A

FEE:

Survey Services

Lump Sum: $11,500.00

Design Services

Lump Sum: $47,596.00

Total cost Survey and Design: **$59,096.00**

This price does not include CEI services, which HMB can provide under a separate agreement.

Sincerely,

Kip Mayton, PE, Project Manager

Civil Engineering

Transportation Engineering

Highway Engineering

Structural Engineering

Surveying

Mobile Lidar

Construction Engineering

Construction Inspection

Water & Wastewater

Water Management

Planning

Traffic Engineering

Signal Engineering

Right-of-Way

Environmental Compliance

Environmental Permitting

Environmental Remediation

Archaeology &
Cultural Historic

Project Management

ATTACHMENT B
STANDARD HOURLY RATES

Any work performed by the ENGINEER outside the scope of this AGREEMENT, and without a negotiated lump sum Amendment, may be performed at the ENGINEER's most recent standard hourly rates. In such instances, no Amendment would need to be negotiated; rather a simple Authorization from the OWNER to perform the requested services would be required. The ENGINEER's current standard hourly billing rates are listed below. It is important to note that these rates will change annually on or about January 1. The OWNER will be notified in writing of any change in these rates and the effective date of the change.

PRINCIPAL-IN-CHARGE	$250.00
SENIOR PLANNING & TRAFFIC ENGINEER	$245.00
SENIOR DESIGN ENGINEER	$245.00
SENIOR CEI ADMINISTRATOR	$245.00
SENIOR ENVIRONMENTAL SCIENTIST	$210.00
PRINCIPAL ARCHAEOLOGICAL INVESTIGATOR	$210.00
SENIOR ARCHITECTURAL HISTORIAN	$210.00
FUNDING SPECIALIST	$200.00
REGISTERED LAND SURVEYOR	$190.00
DESIGN ENGINEER	$175.00
ENVIRONMENTAL SCIENTIST	$155.00
PLANNER	$150.00
SENIOR ARCHAEOLOGIST	$140.00
ARCHITECTURAL HISTORIAN	$140.00
RIGHT-OF-WAY AGENT	$140.00
PROJECT ARCHAEOLOGIST	$130.00
CEI ADMINISTRATOR	$130.00
CAD TECHNICIAN	$120.00
ENGINEER-IN-TRAINING	$115.00
ADMINISTRATIVE	$110.00
GIS SPECIALIST	$ 95.00
FIELD PERSONNEL	$ 95.00
LABORATORY AND FIELD DIRECTOR	$ 90.00
CULTURAL RESOURCES FIELD/LAB TECHNICIAN	$ 70.00
EXPENSES and SUBCONSULTANTS	Actual Cost + 15%

STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the 12th day of November, 2024 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 Haworth-Meyer-Boleyn Engineers 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 Nov. 2024.

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 November, 2024; 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;

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: 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 the original agreement or this addendum to agreement 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. 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 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.

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 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, Vendor shall refund the purchase price of the product(s).

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 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 shall be valid for the full term of the 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.

(execution page follows)

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.

VENDOR OR AGENT

VENDOR OR AGENT

MAYOR OF SMYRNA, TENNESSEE

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.o.
Department: Planning
Date: November 13, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with Ragan Smith Associates for the update to the Comprehensive Plan.

Fiscal Impact:
Proposed lump sum fee of $235,000.

Contract Type:
Original Contract
Professional Services Contract

Contract Term (if applicable):
Lump sum fee of $235,000 to be paid over the term of the project, estimated to be 1 year.

Background:
The current Comprehensive Plan for the Town and the Urban Growth Boundary was adopted in December 2021. There was discussion at one of the joint Town Council/Planning Commission worksessions regarding a potential update to this plan a year or so ago, and staff asked to be able to finish the Mobility Plan first. Staff requested and Council approved $200,000 in the FY 25-26 budget to fund an update to this plan.

Summary:
A request for proposals was issued on August 25 for firms to submit proposals to complete this plan update. A pre-proposal conference was held on September 8, and proposals were received September 23 from 7 different consultants/consultant teams. Evaluations of the proposals were completed by Kevin Rigsby, Mitchell Wensman, and Tom Rose, and the team led by Ragan Smith Associates is the highest scoring proposal. A detailed scope of services was received with a proposed lump sum fee of $235,000. The proposal evaluation scoring sheet, proposed agreement, RFP, and scope of services are attached.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. 2025 Comprehensive Plan Proposal Evaluation Summary Sheet
2. TOS Standard Agreement 2025 RS Comp Plan
3. 2025 Comprehensive Plan RFP
4. DRAFT Smyrna Comp Plan Scope - Fee 10.21.25

CONSULTANT SERVICES FOR COMPREHENSIVE PLAN UPDATE
PROPOSAL EVALUATION SUMMARY

CRITERIA	Gresham Smith	Houseal Lavinge	Kendig Keast Collab	Kimley Horn	Ragan Smith	SLR International Corp	SSR, Inc.
A. SCOPE/APPROACH DOES THE PROPOSAL REFLECT A THOROUGH, THOUGHTFUL, CREATIVE APPROACH TO THE TASK? IS THERE EVIDENCE OF A CLEAR UNDRESTANDING OF THE ROLE OF THE REQUIREMENTS FOR PREPARING FINANCIALLY CONSTRAINED PLANS?	8.1	8	7.4	8.05	8.1	7.5	6.5
B. ASSIGNED PERSONNEL DO THE PERSONS WHO WILL BE WORKING ON THE PROJECT HAVE THE NECESSARY SKILLS?	7.1	7	6.85	7	7.1	6.5	6.2
C. AVAILABILITY CAN THE WORK BE COMPLETED BY THE DEADLINE? IS THE PROJECT TEAM AVAILABLE TO ATTEND MEETINGS AS REQUIRED BY THE SCOPE OF SERVICES? DOES THE LEAD FIRM OR ITS SUBS HAVE OTHER CONTRACTS THAT MAY CAUSE A PROBLEM IN COMPLETION?	7.1	6.4	7.1	7	7.2	6.6	6.6
D. TEAM EXPERIENCE & CAPABILITIES DO THE PRIME CONTRACTOR AND SUBS HAVE A DEMONSTRATED WORKING RELATIONSHIP? ARE SUFFICIENT STAFF AVAILABLE TO SUPPORT KEY PROJECT PERSONNEL?	5.7	5.6	5.6	5.8	5.7	5.1	4.8
TOTALS	**28**	**27**	**26.95**	**27.85**	**28.1**	**25.7**	**24.1**

AGREEMENT

This Agreement is made and entered into as of this 13th day of November, 2025, by and between Ragan-Smith-Associates, LLC (RaganSmith), a _____ _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of the Comprehensive Plan_____.

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 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 Bidder 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 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	

LEGAL NOTICE

REQUEST FOR PROPOSALS
FOR CONSULTANT SERVICES

The Town of Smyrna will accept proposals on consultant services for the development of an update to the adopted Comprehensive Plan for the Town and the surrounding Urban Growth Boundary. Interested and qualified consulting firms shall submit sealed proposals in the format specified in the Request for Proposals no later than 10:00 a.m. September 23, 2025. Proposals will be publicly opened and read aloud in the Town Hall main conference room. There will be an optional pre-proposal conference September 8, 2025 at 11:00 a.m. in the Town Hall main conference room. Proposal documents may be obtained at Smyrna Town Hall during regular business hours by contacting Kevin Rigsby, AICP, Town Planner, at 459-9742 ext. 2137 or www.townofsmyrna.org. Proposals should be mailed or hand delivered to:

Sierra Lowry
Smyrna Town Hall
Sealed Proposal on Comprehensive Plan Update
September 23, 2025 at 10:00 a.m.
315 South Lowry Street
Smyrna, TN 37167

Verbal proposals or proposals received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all proposals, 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: SIERRA LOWRY
FINANCE DIRECTOR

TO BE RUN: AUGUST 25, 2025

REQUEST FOR PROPOSALS

SMYRNA COMPREHENSIVE PLAN UPDATE
TOWN OF SMYRNA, RUTHERFORD COUNTY

1.0 CONSULTANT QUALIFICATIONS

The Town of Smyrna is seeking proposals from firms and/or individuals capable of professional planning services required to complete an update to the comprehensive plan adopted in 2021 in Smyrna. The proposing firm and/or individuals shall have demonstrated experience and qualifications in the following areas:

Land Use Planning
Comprehensive Planning
Zoning

The qualifications listed here should be considered the minimum training and experience to be demonstrated.

2.0 BACKGROUND

The purpose of this Request for Proposals (RFP) is to enter into a services contract to provide Consultant Services for the completion of an update to the Comprehensive Plan for Smyrna adopted in 2021. The Town of Smyrna is one of the fastest growing cities in one of the fastest growing regions of the country, the Nashville Metropolitan Statistical Area. The population has grown from 25,569 in 2000 to 39,974 in 2010 to 53,070 in 2020. It is estimated that the population today is approximately 60,000. With this growth has come the inevitable growing pains. The Town wishes to update the adopted vision for how and where the expected continued growth can occur.

3.0 SCOPE OF SERVICES

The Scope of Services as described below defines the nature and extent of services that shall be provided by the Consultant to the Town of Smyrna in the completion of the plan. This is intended to represent the minimum set of services to be provided and may be adjusted per the consultant's specific approach and/or understanding of key planning issues for the Town.

A. Population and Socioeconomic Trends/Forecasts.

The Consultant shall make projections of key population and economic trends which may impact future development patterns and land uses in the study area based on a 20-year planning period.

B. Infrastructure Capabilities

The Consultant shall inventory and evaluate current transportation and utility elements and their capability to handle future growth.

C. Land Use and Zoning Patterns

The Consultant shall inventory existing land use patterns, identify areas or sites of historical or cultural significance, existing zoning patterns, and any other land use or zoning features which may impact the formulation of the plan.

D. Natural Environment

The Consultant shall assess the impact of existing environmental characteristics on the development of the plan, including soils, steep slopes, wetlands, drainageways, flood prone areas, and other natural areas.

E. Draft Plan

The Consultant shall prepare an analysis of key environmental, infrastructure, and planning issues and develop a draft Comprehensive Plan which shall include the following, at minimum:

- Introduction
- Inventory and Analysis of Key Issues
- Statement of Goals and Objectives
- Future Land Use Plan
- Utility Infrastructure Plan
- Public Safety Plan
- Implementation Strategies

F. Public Involvement

The Consultant shall conduct the necessary public meetings to ensure adequate community input into the planning process. A significant element of the proposal shall be the consultant's plan for community involvement in the planning process.

G. Final Plan

The Consultant shall prepare a final Comprehensive Plan incorporating the conclusions and revisions to the Draft Plan as recommended during the planning process. The final report is to include all necessary data, analyses and mapping to accurately convey the justifications for the Plan's conclusions and guidelines to be used by the Town in implementing the Plan's recommendations. The Consultant shall provide the Town with all reports, plans, and products produced for this project.

4.0 RESOURCES AVAILABLE TO THE CONSULTANT

Pertinent information which may be available for these studies includes, and will be provided by the Town of Smyrna as needed, the following:

1. Base maps;
2. Existing land use plans, policies, and regulations, including zoning, which apply to the study area;
3. Previously completed studies and plans, including the 2025 Mobility Plan, which is the Major Thoroughfare Plan and Bicycle and Pedestrian Plan for the Town; the 2021 Comprehensive Plan; the 2019 Downtown Revitalization Plan; and the 2015 Lowry Street Revitalization Plan.
4. Additional plans, policies, and regulations for the Urban Growth Boundary area which is currently not in the town limits may be available from Rutherford County.

5.0 CONSULTANT RESPONSIBILITIES

It is the Consultant's responsibility to review the adequacy of available information, and to provide additional data as needed. Specifically, the Consultant is expected to provide:

1. An inventory of existing land use and infrastructure in the study area;
2. Proposals for improvements in the study area;
3. Opportunities for meaningful citizen participation;
4. A minimum of three presentations to the Town of Smyrna Municipal Planning Commission and Town of Smyrna Council. Additional presentations as necessary may be required.
5. All reports, plans, and products produced for this project.

6.0 INSTRUCTIONS TO OFFERORS

6.1 PREPARATION OF PROPOSAL

Consultants are encouraged to submit their initial proposals as comprehensively as possible because proposals may be ranked without interviews.

Erasures, interlineations, or other modifications in the proposals shall be initialed in original ink by the authorized person submitting the proposal.

Periods of time, stated as number of days, shall be calendar days.

It is the responsibility of all offerors to examine the entire Request for Proposals package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.

6.2 REQUIRED INFORMATION

The following items shall be submitted with each offer/proposal. Failure to include ANY of these items may result in a proposal being rejected.

1. Cover Letter: A cover letter from a principal in the firm submitting the proposal on behalf of their company or consortium. This letter shall agree to all terms and conditions in this RFP, and specifically include the following certifications:
   a. No employee of the Town of Smyrna nor any member of the Town of Smyrna Council exercising any functions or responsibilities with respect to this project shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any proceeds thereof.
   b. The offering firm is not party to an outstanding lawsuit against the Town of Smyrna.

2. Copies: the original and three (3) copies (4 total) of the offer/proposal shall be submitted in an 8 ½" x 11" format, typewritten.

3. Corrections, amendments, and clarifications: Signed copies of all corrections, amendments, and clarifications to this RFP issued by the Town of Smyrna.

4. References: A minimum of five (5) references, complete with address and telephone number, of the governmental entities for whom the contractor has performed similar work.

5. Offer/Proposal: The proposal shall be arranged in the following order and shall adhere to the length standards as specified:

   a. Scope of Work/Study Approach –

      A detailed summary of the approach the firm would use in the development of the study. It must be based on the General Scope outlined in Section 3.0 above, but provide additional detail on the process to be used in developing the plan. The responsibilities of any subcontracting firms will be clearly noted. No more than six (6) pages, single sided (or 3 pages 2-sided), may be devoted to Scope of Work/Study Approach.

   b. Statement of Experience

      Data shall be provided on the offering firm's background and experience in planning, especially in developing comprehensive and land use plans. Similar information should be provided for subcontracting firms. No more than three (3) pages, single sided (1.5 page 2-sided), should be provided on the prime contracting firm's experience. No more than two (2) pages, single-sided (one page 2-sided) should be provided for each subcontracting firm.

A Resume/Vita of each individual with a key analytic or management role in the study (including subcontractors), his or her location and his or her time commitment for this project must be identified. No more than two (2) pages, single-sided (one page 2-sided) may be devoted to each individual.

c. Time Schedule for Project Completion

A time line/bar chart illustrating completion time for various tasks in the Scope of Work shall be provided. This chart should provide sufficient detail for an evaluation of the proposed project schedule. It should note the proposed public meetings and the formal presentations noted in the Scope of Services. It is the Town of Smyrna's hope to finish this project within 8 to 12 months of the notice to proceed.

d. Other Projects

The proposal must indicate other studies currently underway or likely to be undertaken during the study period by those with a principal role in this study, their role and their commitment (as a percentage of available time) to those other studies.

e. Other Information

The offeror may provide such additional information as they may desire in the final section of their response to the Request for Proposals. This information may be used by the Proposal Review Committee as background material to support the proposal. It will not be used in the formal scoring of the proposal.

6.3 INQUIRIES

Any information which may have been released by the Town of Smyrna or its staff prior to the issuance of this Request for Proposals shall be disregarded.

Requests for clarification should be directed to the person whose name appears on the title page. Questions should be submitted in writing prior when time permits. Any correspondence related to the Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the offeror should not place the Request for Proposals number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed proposal and not opened until after the official request for Proposals due date and time.

Clarifications will be made at a pre-submittal conference, so that they will be available to all firms in attendance.

6.4 VERIFICATION OF INFORMATION

The Town of Smyrna staff may verify all information submitted as part of a proposal. Submission of information deemed to be inaccurate may result in a determination of non-responsibility of the Contractor by the Town of Smyrna, and a rejection of the proposal.

6.5 PROSPECTIVE OFFERORS CONFERENCE

A prospective offerors conference will be held on the date and time and at the place designated on the legal notice of this document, unless amended in writing by the Town of Smyrna. Attendance is not mandatory. The purpose of this conference will be to clarify the contents of the Request for Proposals in order to prevent any misunderstandings. Any doubt as to the requirements of this Request for Proposals or any apparent omission or discrepancy should be presented at this conference. The appropriate action will then be taken as necessary, and the Town of Smyrna may issue a written amendment to the Request for Proposals. Oral statement or instructions will not constitute an amendment to this Request for Proposals.

6.6 EXCEPTIONS

Any desired exceptions to the Scope of Services or terms and conditions of this Request for Proposals must be included in the proposal and must address the specific Request for Proposals paragraph where a conflict exists. An offeror's preprinted terms and conditions WILL NOT be considered as exceptions by the Town of Smyrna.

6.7 PROPOSAL OPENING

Proposals shall be received on the date and time and at the place designated on the legal notice of this document, unless amended in writing by the Town of Smyrna. All offers and any modifications and other information received in response to this Request for Proposals shall be shown only to authorized personnel having a legitimate interest in them or persons assisting the Town of Smyrna in the evaluation. A decision will be made within 30 days of the date received and publicly announced. After a contract award, the successful proposal and evaluation document shall be open for public inspection in accordance with Offeror's Rights.

6.8 LATE PROPOSALS

Late proposals will not be considered. Any offeror submitting a late proposal shall be so notified.

6.9 WITHDRAWAL OF PROPOSAL

At any time prior to the specified proposal due time and date an offeror (or designated representative) may withdraw a proposal.

6.10 AMENDMENT OF PROPOSAL

Receipt of a Request for Proposals Amendment or Clarification must be acknowledged by signing and returning the document to the Town of Smyrna with the proposal.

7.0 EVALUATION OF PROPOSALS

7.1 GENERAL

The proposals will be evaluated by a committee selected from Town of Smyrna staff. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the Town of Smyrna, taking into consideration the evaluation factors set forth below.

CRITERIA FOR PROPOSAL EVALUATION

Professional firms shall be evaluated on the following criteria. Each proposal will be ranked on a 1 to 10 scale for each of the evaluation criteria and multiplied by the weight factor. The scores on each factor will then be added to create the total score. The maximum score is 100.

WEIGHT	QUALIFICATION	STANDARD
3.0	Scope/Approach	Does the proposal reflect a thorough, thoughtful, creative approach to the task? Is there evidence of a clear understanding of the role of the requirements for preparing financially constrained plans?
2.5	Assigned Personnel	Do the persons who will be working on the project have the necessary skills?
2.5	Availability	Can the work be completed by the deadline? Is the project team available to attend meetings as required by the Scope of Services? Does the lead firm or its subs have other contracts that may cause a problem in completion?

2.0	Team Experience & Capabilities	Do the prime contractor and subs have a demonstrated working relationship? Are sufficient staff available to support key project personnel?

7.2 PERSONAL INTERVIEWS

Based upon the evaluation of the written proposals, the offerors will be ranked in order of the ability to perform the work. The top-ranked firms may be interviewed by the evaluation committee. If interviews are conducted, the points will then be re-computed using the same criteria as stated above.

7.3 REFERENCE EVALUATION

Town of Smyrna staff will check references of all firms being interviewed using the following criteria:

CRITERION	STANDARD
Overall Performance	Would you hire this Professional/Firm again? Did they have the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were deadlines met in a timely manner?
Completeness	Was the professional responsive to client needs? Did the professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	Was the firm fully versed in state-of-the-art thinking in the project area? Was there a good understanding of the interrelated nature of land use and transportation planning?
Questions	Any questions raised at the review committee meeting concerning the proposal.

7.4 CONSULTANT SELECTION

The Town of Smyrna staff shall provide a recommendation to the Town Council from the list of proposing firms. The Town Council shall make the final decision.

7.5 CONTRACT NEGOTIATION

Based on the information submitted and internal budgetary considerations, the Town of Smyrna may request adjustment of the submitted Scope of Work, if required. If negotiations cannot produce a contract, the Town Council can declare an impasse and open negotiations with the second ranked firm. If an agreement cannot be reached with the second ranked firm, contract negotiations are begun with the third ranked firm. This process continues until all interviewed firms are exhausted.

7.6 AWARD OF CONTRACT

Notwithstanding any other provision of this Request for Proposals, the Town of Smyrna expressly reserves the right to:

1. Waive any immaterial defect or informality, or
2. Reject any or all proposals, or portions thereof, or
3. Reissue a Request for Proposals, or
4. Modify the number and types of data to be collected to meet budgetary limitations, or
5. Cancel the solicitation.

7.7 OFFER AND ACCEPTANCE PERIOD

A response to a Request for Proposals is an offer to contract with the Town of Smyrna based upon the terms, conditions, scope of services, and specifications contained in this Request for Proposals. Proposals are an irrevocable offer for ninety (90) days after the proposal opening time and date.

7.8 OFFEROR'S RIGHTS

All materials submitted in response to this RFP become the property of the Town of Smyrna upon delivery to the Town and are to be appended to any formal documentation which would further define or expand the contractual relationship between the Town of Smyrna and the offeror.

8.0 MAJOR CONTRACT PROVISIONS

This section indicates the major terms and conditions a prospective offeror should be aware of in the development of a proposal. This list is not "all-inclusive" but contains the major provisions that might affect the development of a proposal.

8.1 PAYMENT

Payment will be made only after submission of proper invoices to the Town of Smyrna. The contract for this project is to be a fixed price type. Billing shall represent all work completed prior to the invoice date less a 10 percent retainage to be paid upon completion and acceptance of the project. The invoice shall identify the description work performed

at the contract rates, and individuals performing the services. Payment of any invoice shall not preclude the Town of Smyrna from making claim for adjustment on any service found not to have been in accordance with the contract.

8.2 TAXES

The Town of Smyrna is exempt from Federal Excise Tax, including the Federal Transportation Tax. Exemption certificates will be furnished upon request.

8.3 CONFLICT OF INTEREST

The Town of Smyrna reserves the right at any time to preclude offering a work assignment to a Contractor should a real, apparent or potential conflict of interest exist as determined by the Town of Smyrna.

8.4 PERFORMANCE STANDARDS

The Town of Smyrna relies upon the Contractor to provide services in accordance with a contract and the performance standards set for each work assignment. The Contractor agrees that time is of the essence, and that contractual commitments shall be met.

8.5 CANCELLATION

Failure to perform any or all of the terms, promises, and conditions of the contract, including the specifications, may be deemed a substantial breech thereof. Default may be declared any time if, in the opinion of the Town of Smyrna:

1. The Contractor fails to perform adequately the services required in the contract;
2. The Contractor attempts to impose on the Town of Smyrna service or workmanship which is an unacceptable quality;
3. The Contractor fails to make progress in the performance of the requirements of the contract, and/or gives the Town of Smyrna a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Contractor agrees to perform the requirements of the contract up to and including the date of cancellation, as though no cancellation had been made, and, notwithstanding other legal remedies which may be available to the Town of Smyrna because of the cancellation, agrees to indemnify the Town of Smyrna for its cost in procuring the services of a new Contractor.

The Town of Smyrna shall give the Contractor written notice of default. After receipt of such notice, the Contractor shall have five (5) days in which to cure such failure. In the event of the Contractor does not cure such failure, the Town of Smyrna may terminate the whole or any part of the contract without further consideration by so notifying the Contractor in writing.

8.6 CONTRACT TERMINATION

The Town of Smyrna may terminate the contract, in whole or in part, by written notice when it is deemed to be in the best interest of the Town of Smyrna. If the contract is so terminated, the Contractor will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current contract price.

8.7 AVAILABILITY OF FUNDS

If moneys are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

8.8 CONFIDENTIALITY

1. The Contractor acknowledges that information disclosed to it concerning governmental operations during performance of a contract is confidential and/or proprietary to the Town of Smyrna and shall not be disclosed to third parties without the prior written consent of the Town of Smyrna.
2. The Contractor shall establish and maintain procedures and controls for the purpose of assuring that information in its records or obtained from the Town of Smyrna in carrying out its functions under the contract shall not be used in any manner inconsistent with this REQUEST FOR PROPOSALS nor disclosed to any person or entity without prior approval of the Town of Smyrna. The Town of Smyrna reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to the Town of Smyrna.
3. All proprietary information and all copies thereof shall be returned to the Town of Smyrna upon completion of the work for which it was obtained or developed.

8.9 REMOVAL OF CONTRACTOR'S EMPLOYEES

The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. The Town of Smyrna may require that the Contractor remove from the job project employees who endanger persons or property or whose continued employment on this study is inconsistent with the interest of the Town of Smyrna.

8.10 CONTRACT TERM

The term of any resultant contract shall commence on the date of notice to proceed, unless terminated, canceled, or extended as otherwise provided herein.

8.11 CONTRACT EXTENSION

The Town of Smyrna reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods up to a maximum of one hundred twenty (120) days.

8.12 INSURANCE

Without limiting its liability, the selected consultant shall maintain, during the life of the contract; Worker's Compensation Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Consultant's Professional Liability Insurance. As part of the contract developed from this RFP, the consultant shall include a "Certificate of Insurance" as evidence of this coverage. The amounts of coverage shall be negotiated as part of the contract but shall generally be sufficient to protect the Town of Smyrna from liability as a result of this study. This coverage may not be canceled, reduced, or allowed to lapse without written notice to the Town of Smyrna.

8.13 ATTACHMENTS

The proposal shall contain an executed and notarized copy of Attachment A – Fair Employment Practice Statement and Attachment B – Contingent Fees Statement. The Original shall be included with the Original Proposal, and copies shall be included in all 3 copies of the proposal.

Attachment A

FAIR EMPLOYMENT PRACTICES STATEMENT

AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is the

_____ of _____

(Offeror) and that by its employment policy, standards and practices the Offeror does not subscribe to any

personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off

of any individual due to his/her race, creed, color, national origin, age, sex, or handicapping condition.

Further Affiant sayeth not.

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this _____ day of _____, _____.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Attachment B

CONTINGENT FEES STATEMENT

AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

In accordance with the State of Tennessee Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ of _____ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

Further Affiant say not.

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this _____ day of _____, _____.

_____
Notary Public

My Commission Expires: _____

RaganSmith
a Pape-Dawson company

October 21, 2025

VIA ELECTRONIC MAIL: kevin.rigsby@townofsmyrna.org

Kevin Rigsby, Planning Manager
Town of Smyrna (Client)
315 S. Lowry Street
Smyrna, TN 37167

RE: SMYRNA COMPREHENSIVE PLAN
SMYRNA, TENNESSEE
RAGANSMITH JOB#

Dear Kevin,

Ragan-Smith-Associates, LLC (RaganSmith) is pleased to offer the following professional services scope and fee with this letter. After review and approval we will anticipate a proposed contract provided by The Town that captures this scope and fee.

SCOPE OF SERVICES

The Scope of Services described below defines the nature and extent of services that shall be provided by Ragan Smith to the Town of Smyrna in the completion of the plan.

A. Population and Socioeconomic Trends/Forecasts.

RaganSmith shall make projections of key population and economic trends which may impact future development patterns and land uses in the study area based on a 20-year planning period. Population and Socioeconomic Trends / Forecasts shall include:

1. **UPDATE AND REVIEW OF CURRENT CENSUS DATA**

   Review and inclusion of the most current census data to be utilized in the comprehensive planning process

2. **SOCIO-ECONOMIC STRATEGIES BASELINE ASSESSMENT**

   RaganSmith will coordinate services with Randall Gross / Development Economics to create an updated “baseline assessment” of existing socio-economic conditions that will be conducted as part of the comprehensive planning process. The assessment will help identify key issues and opportunities to be addressed through strategic planning. Elements of this assessment will include the following:

- Assets
- Natural features, heritage, downtown, institutions, transportation assets, etc.
- Past demographic trends
- Population, households, income, age, race & ethnicity, families, etc.
- Past economic trends & factors
- Economic base, employment, industries, commutation patterns, business turnover, entrepreneurship, tourism
- Social / Equity factors
- Poverty rates, educational attainment, unemployment, service access and delivery, school performance, crime rates, housing conditions & affordability
- Existing real estate market conditions
- Sales, prices, occupancy, and other indicators of existing conditions
- Fiscal health factors
- Budget trends, bond rating, capital planning

3. SOCIO-ECONOMIC STRATEGIES

RaganSmith will coordinate and collaborate services with Randall Gross / Development Economics to analyze the socio-economic conditions and projections, coupled with stakeholder input from targeted focus groups or stakeholder meetings during the community engagement process, to define and prioritize the key issues and opportunities that warrant strategic planning. A list of recommendations and strategies will be prepared along with funding, partnerships and collaborative opportunities where appropriate. Socioeconomic recommendations and strategies will serve to inform the future land use, transportation network, utility infrastructure and natural resource opportunities in the comprehensive plan and will be included in the implementation strategies of the plan. Some specific strategy recommendations to consider will include:

- Housing / residential needs of the community and provision of housing diversity
- Diversification of The Town's economic base and professional and workforce job opportunities
- Analysis of key nodes and corridors for development opportunities to consider a mixture of land use that supports The Towns tax base and provide amenities and quality of life for its residents
- Evaluation of cross commuting dynamics relative to jobs and professional pursuits and potential strategies to strengthen the skilled workforce in The Town through local institutions and training

B. Infrastructure Capabilities

The Consultant shall inventory and evaluate current transportation and utility elements and their capability to handle future growth.

1. TRANSPORTATION NETWORK

RaganSmith will coordinate and collaborate with The Town and the transportation consultant team currently engaged by The Town to evaluate the transportation network and integrate the findings from The Town of Smyrna Mobility Plan. RaganSmith will utilize the Mobility Plan to inform land use, transportation and infrastructure recommendations and implementation strategies in the comprehensive plan. Specific considerations for transportation recommendations and strategies will include:

- Priorities established in the Mobility Plan to reduce congestion, improve intersections, improve safety, expand sidewalks, maintain roadways and bridges, expand new greenways, construct new roads
- Review and confirmation of primary roadway classifications for The Town
- Evaluation of the existing and future transportation network for multi-modal connections including public transit, primary transportation corridors, greenways, bike routes, and multi modal pedestrian sidewalks and pathways
- Complete street design opportunities to integrate into transportation strategies
- Consideration of the I-24 and 840 interchange dynamics and potential choice lane developments in coordination with TDOT

2. Sanitary Sewer and Water Infrastructure

RaganSmith will coordinate and collaborate services with Thomas and Hutton to evaluate water and sanitary resources including a review of the existing systems and a high-level assessment of potential gaps related to growth and land use recommendations. This will include an integration of the wastewater treatment plant recommendations currently underway where the Town has focused on critical steps to plan for future growth. Specific considerations for the water and sanitary sewer infrastructure recommendations will include:

- General opportunities and constraints of the existing system
- Potential impact of future land use recommendations, especially areas promoted for high density and growth
- General recommendations for expansion of the utility network and system capacities and objectives to fund expansion relative to The Town's growth objectives
- Evaluate areas recommended for potential high density or that have high development potential to correlate general utility expansion and capacity

C. Land Use and Zoning Patterns

The Consultant shall inventory existing land use patterns, identify areas or sites of historical or cultural significance, existing zoning patterns, and any other land use or zoning features which may impact the formulation of the plan. The Comprehensive Plan will define future land use categories and apply them to all areas within the Urban Growth Boundary. Future land use categories will describe various uses,

forms, and character that growth and development should take. Future land use categories will be evaluated relative to potential zoning categories and the transportation network within The Town to help correlate intended development patterns. Each future land use category will include a general description, real world examples, recommended land use, guidance on intensity, form, mobility, and infrastructure. The future land use patterns will include the following areas of focus:

- Creation of future land use categories that match with the current vision and objectives of city leadership and are informed by community engagement input.
- Conceptual Land Use Maps that start with corridor and center patterns identified, general land use patterns, overlay of natural resource and resiliency considerations and the proposed future transportation network.
- A Future Land Use Map that identifies all land use categories and designates proposed land use categories to all areas within the Urban Growth Boundary.
- Calculated data by acres and % of area for each land use catagory
- Sub areas of focus shall include: The Airport Innovation District (with planning input from KSA's aeronautical team, the historic depot district, Nissan automotive district, the Sam Ridley corridor, the Almaville Road corridor, the Old Nashville Pike corridor, the Jefferson Pike corridor and the Rocky Springs Road corridor.
- The potential interchange connections with 840 and I-24 shall specifically be evaluated for impact on future land use recommendations
- Integration of the current Parks and Recreation Master Plan efforts into the Comprehensive Master Plan
- Identification of scenic areas and areas with high natural resource value
- Focus areas with high density and a large mixture of land uses shall be identified relative to future development opportunities and infrastructure commitments

D. Natural Environment

The Consultant shall assess the impact of existing environmental characteristics on the development of the plan, including soils, steep slopes, wetlands, drainageways, flood prone areas, and other natural areas. Natural resource assessments will include the following considerations:

- Opportunities and constraints created by the Stones River, Stewarts Creek, Percy Priest Lank and other waterways and regional stormwater considerations
- Areas of large tree canopy and sensitive ecosystems
- Slope analysis with specific focus on ranges from 10-12%, 15-25% and greater than 25%
- Greenspace and greenway connection opportunities
- Recreational opportunities connected to natural resources and coordinated with the Parks and Recreation Master Plan

E. Draft Plan

The Consultant shall prepare an analysis of key environmental, infrastructure, and planning issues and develop a draft Comprehensive Plan which shall include the following:

1. **INTRODUCTION**
A clear background on the comprehensive plan history, process and schedule shall be provided

2. **INVENTORY AND ANALYSIS OF KEY ISSUES**
Inventory and Analysis of existing transportation, zoning, natural resources, utility infrastructure and emergency services. Key Issues (opportunities and challenges) will be identified and will inform the plan recommendations. Existing plans and policies will be reviewed and utilized to define key issues for the Comprehensive Plan.

3. **STATEMENT OF GOALS AND OBJECTIVES**
A clear set of goals and objectives will be identified along with a vision statement for the Comprehensive Plan.

4. **FUTURE LAND USE PLAN**
The Comprehensive Plan will define future land use categories and apply them to all areas within the Urban Growth Boundary. Future land use categories will describe various uses, forms, and character that growth and development should take. Future land use categories will be evaluated relative to potential zoning categories and the transportation network within the town to help correlate intended development patterns. Each future land use category will include a general description, real world examples, recommended land use, guidance on intensity, form, mobility, and infrastructure.

5. **UTILITY INFRASTRUCTURE PLAN**
Water, Sanitary Sewer and electric services will be evaluated to consider limitations on the existing system and anticipate impact on future system demands. Future growth patterns will need to be shaped by the understanding of infrastructure expansion and limitations.

6. **PUBLIC SAFETY PLAN**
An update to the public safety plan shall be conducted. This will include an evaluation of emergency services for fire, police, and ambulatory response relative to general facility placement, capacity and emergency access routes. The Team will review and identify existing planning documents and research provided by The Town and related to public safety and emergency response and this information will be integrated into comprehensive plan recommendations. Relevant findings will be incorporated into the land use analysis and may include recommendations (i.e., policies and programs) for these facilities. The RaganSmith team will also evaluate general resiliency opportunities for the town. We understand that The Town of Smryna, City of Murfreesboro and Rutherford County have a current memo of understanding to conduct a feasibility study that evaluates potential consolidation of emergency communication systems. RaganSmith will integrate any relevant findings from this study into the comprehensive plan.

7. **IMPLEMENTATION STRATEGIES**
The implementation part of the comprehensive plan will be built on strong partnerships, strategic tools and targeted funding strategies, all aimed at bringing the plan's goals and objectives to life. An implementation matrix will include: Key recommendations and correlation to plan objectives, prioritization, applicability to land use patterns, case study examples (when applicable), and general timing suggestions.

F. Public Involvement

The Consultant shall conduct the necessary public meetings to ensure adequate community input into the planning process. A significant element of the proposal shall be the consultant's plan for community involvement in the planning process. The community engagement for the Smyrna Comprehensive Plan Update will be integrated into the entire planning process but takes focus after analysis and initial opportunities, and constraints have been identified. Several tools will be used to expand community and stakeholder engagement including an online digital survey, open house meetings, focus groups, public events. RaganSmith anticipates the community engagement process will include the following efforts:

- Initial kick-off meeting and team collaboration with Town staff
- Assist with advisement and formation of Comprehensive Plan Committee
- Bimonthly (every two months) update meetings with project team and city staff scheduled for the duration of the planning process
- Three round table meetings with key focus groups as identified by The Town
- Interaction at one community event to get public input (Depot Days or similar event)
- Two Open House Community Engagement Meetings (One at the Analysis Phase and one at the Draft Plan / Recommendations phase)
- Three city leadership presentations including the Smyrna Municipal Planning Commission and Town of Smyrna Council

G. Final Plan

The Consultant shall prepare a final Comprehensive Plan incorporating the conclusions and revisions to the Draft Plan as recommended during the planning process. The final report is to include all necessary data, analyses and mapping to accurately convey the justifications for the Plan's conclusions and guidelines to be used by the Town in implementing the Plan's recommendations. The Consultant shall provide the Town with all reports, plans, and products produced for this project.

COMPENSATION

RaganSmith will provide the above outlined Scope of Services for the following ***lump sum fee of $235,000 (two hundred and thirty-five thousand dollars)***

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.a.
Department: Planning
Date: November 13, 2025

Subject:
PUBLIC HEARING: Consideration of a Resolution relative to a Plan of Services for property located on Tax Map 50, Parcel 31.00.

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 this property. The Town would be providing all services to this property.

The Planning Commission held a public hearing, reviewed the Plan of Services, and recommended approval.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Resolution #25-26

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:

Chao Wen Dong
5198 Lee Road

Tax Map 50, Parcel 31.00, owned by Chao Wen Dong and requested by CLQ Land. Bordered on the west by the Oak Meadows development; on the south by the right-of-way of Lee Road; on the east and north by Parcel 29.00, owned by R. K. Lee, Jr. and Rebecca Ladd; and on the north by Parcel 17.00, owned by Jim Brown and Albert Brown. Area annexed contains approximately 21.7 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 to the property by the property owner(s).

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 NOVEMBER, 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.b.
Department: Planning
Date: November 13, 2025

Subject:
PUBLIC HEARING: Consideration of an Ordinance relative to the annexation and R-3 zoning of property on Tax Map 50, Parcel 31.00 requested by CLQ Land on behalf of Chao Wen Dong containing 21.7 acres. The property is located at 5198 Lee Road.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The property that is the subject of this request is located at 5198 Lee Road approximately .5 mile west of the intersection with Rocky Fork Road. The Land Use Plan for this area is the 24 Gateway Character area, which would support a mix of uses and services that are both local and regional in scale. Hospitality, retail, restaurant, and multifamily uses are particularly appropriate for these areas. The surrounding zoning is PRD (Oak Meadows) in Town and RM in Rutherford County. The Town would be providing all services to this area upon annexation.

Summary:
The proposed zoning for this request is R-3. A sewer main would be required to be extended from the Olive Branch sewer line to serve this site. This would require an offsite sewer easement to be obtained, and an offsite main extended of at least 1,200 feet in length. This would be at the expense of the developer.

The Planning Commission reviewed this request and recommended approval 6 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #25-32
2. Annexation Request Application 2025
3. Rezoning Application 2025
4. CLQ Land Map 1
5. CLQ Land Map 2
6. Landowner Authorization Letter
7. Location Maps, UGB, & Future Land Use Plan
8. Water, Sewer, and Gas Availablity
9. Chao Wen Dong October 2025 Annexation Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-32

AN ORDINANCE relative to the annexation and R-3 zoning of property located on Tax Map 50, Parcel 31.00, comprising a total of approximately 21.7 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 50, Parcel 31.00, comprising a total of approximately 21.7 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 50, Parcel 31.00, comprising a total of approximately 21.7 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 R-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: CLQ Land		
Street Address: 4000 Rush Street #1003		
City: Franklin	State: TN	ZIP: 37067
Email: mark@clqland.com	Phone: 615-663-7345	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☑		
Name/Company:		
Street Address:		
City:	State:	ZIP:
Email:	Phone:	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: 5198 Lee Road Symrna, TN 37167		
Tax Map:	Group:	Parcel: R0029446
Requested Lot Area (Square feet/Acres): 21.7		
Existing Zoning: RM	Requested Smyrna Zoning: R3 consistent with future land use plan	
*Current Property Owner (See Note Below):		
APPLICANT AUTHORIZATION		
Applicant Signature: Mark Hanson		Date: 8-26-25
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.

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

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: CLQ Land		
Street Address: 4000 Rush Street #1003		
City: Franklin	State: TN	ZIP: 37067
Email: mark@clqland.com	Phone: (615) 663-7345	

CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Same		
Street Address:		
City:	State:	ZIP:
Email:	Phone:	

PROPERTY INFORMATION		
Street Address/Intersecting Streets: 5198 Lee Road Symrna, TN 37167		
Tax Map:	Group:	Parcel: R0029446
Requested Lot Area (Square feet/Acres): 21.7		
Existing Zoning: RM	**Requested Zoning:** R3 consistent with future land use plan	
*Current Property Owner (See Note Below):		

APPLICANT AUTHORIZATION	
Applicant Signature: Mark Hanson	Date: 8-26-25

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.

2025 SUBMITTAL AND MEETING CALENDAR
See the full calendar on the Town of Smyrna website

APPLICATION DEADLINE	MEETING DATE
DECEMBER 9, 2024	JANUARY 9
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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

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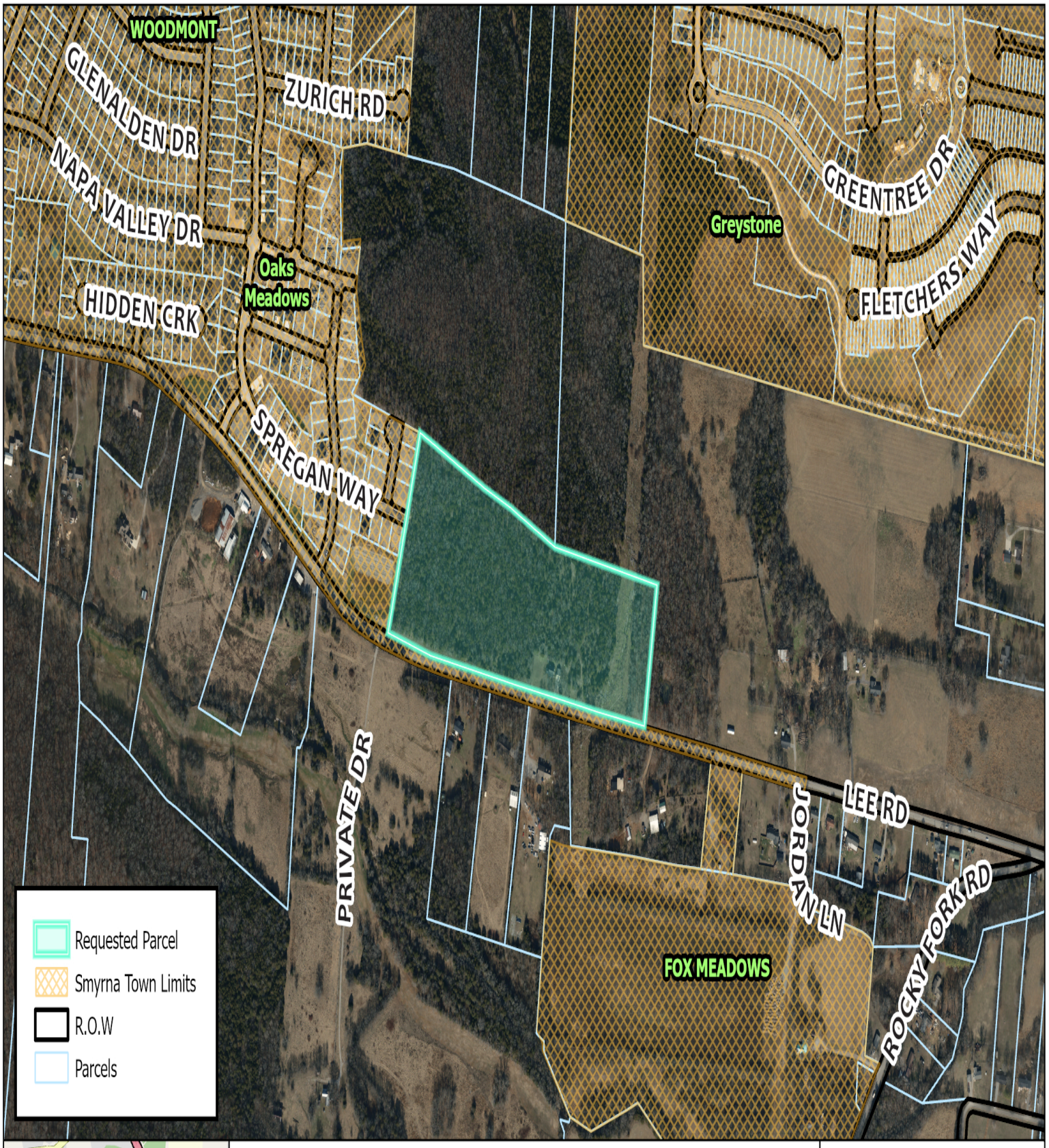
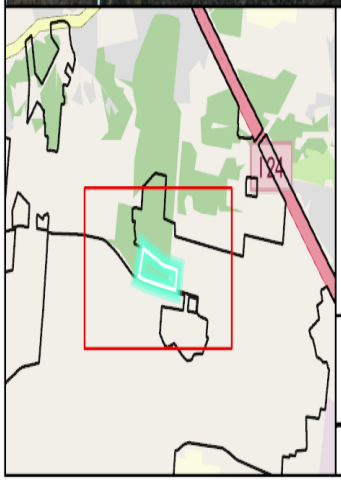
Marc Adkins, Council Member	Term of Office
Steve Sullivan, Council Member	Term of Office





Annexation & R-3 Zoning Request

Tax Map: 50 | Parcel: 31.00| Acres: +/- 21.70

Requested by: CLQ Land On Behalf Of The Owners

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

October 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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TOWN OF SMYRNA TENNESSEE

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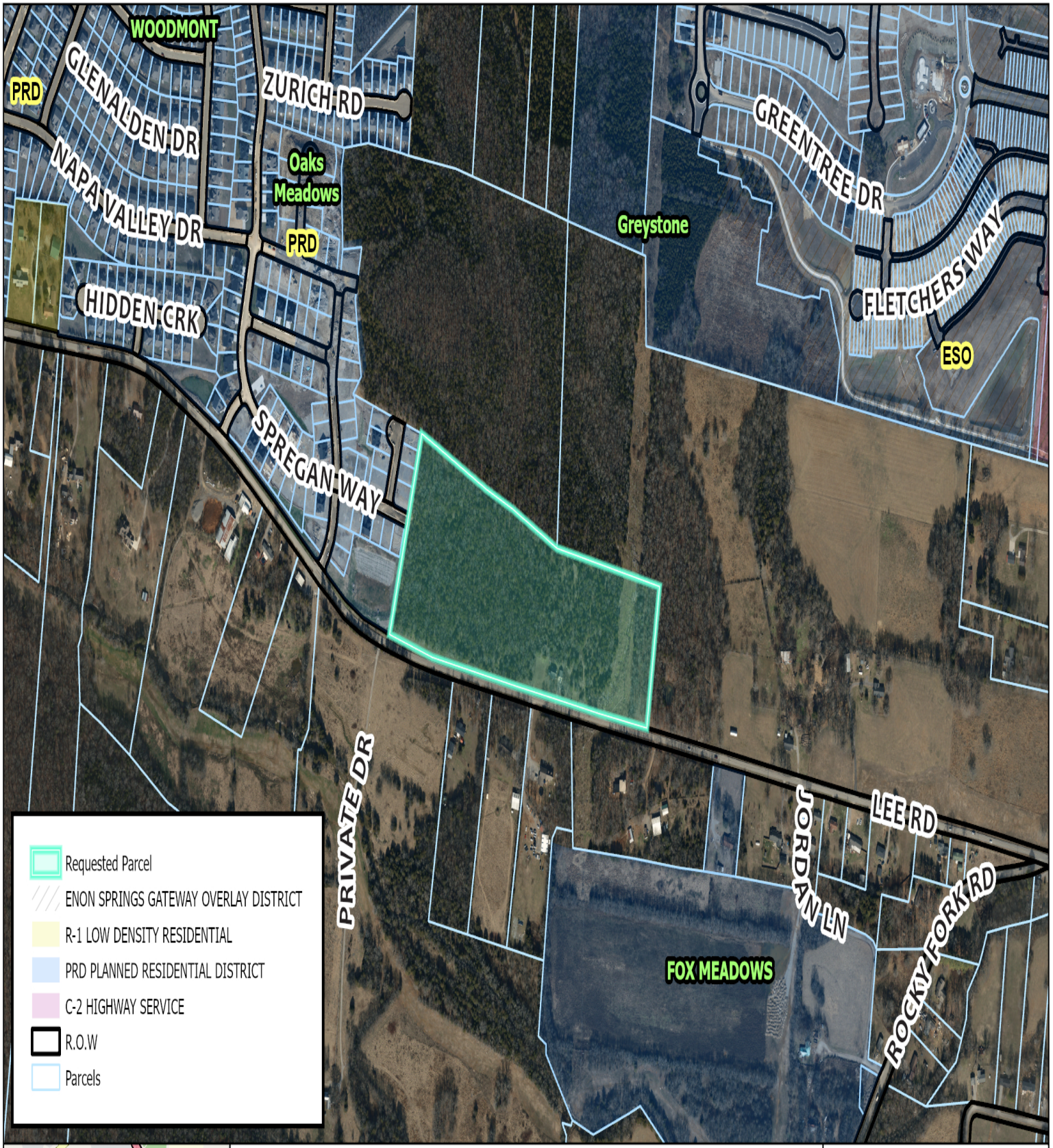

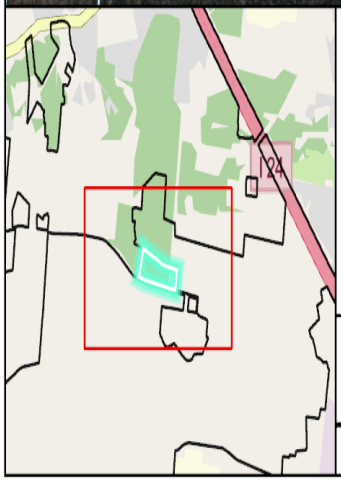

Annexation & R-3 Zoning Request

Tax Map: 50 | Parcel: 31.00| Acres: +/- 21.70

Requested by: CLQ Land On Behalf Of The Owners

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

October 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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TOWN OF SMYRNA TENNESSEE

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Chao Wen Dong
417 Liberty
Smyrna, TN 37167-7204

August 26, 2025

City of Symrna Planning Department
315 South Lowry Street
Smyrna, TN 37167

Re: Authorization for Annexation, Rezone, Site Plan, and Plat Applications

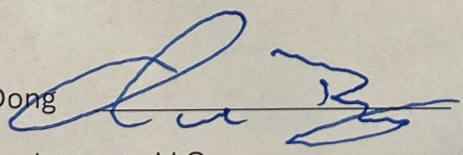
Dear Planning Department Officials:

I am the current owner of the property located at 5198 Lee Road Symrna, TN 37167 , further identified as Parcel 050-031.00 and consisting of approximately 21.7 acres (the "Property").

I hereby authorize Last of the Loggers, LLC or “CLQ Land” (the "Buyer") to apply and process with the City of Smyrna for annexation, rezone, site plan, and plat applications for single-family residential lots. This authorization includes permission for the Buyer to act on my behalf in all matters related to the rezoning application process, such as submitting documents, attending meetings, and providing necessary information to the City.

This authorization and agreement are provided in accordance with the terms of the Contract and shall remain in effect until the earlier of the closing of the sale or the termination of the Contract.

Sincerely,

Chao Wen Dong  Date: 09.05.25

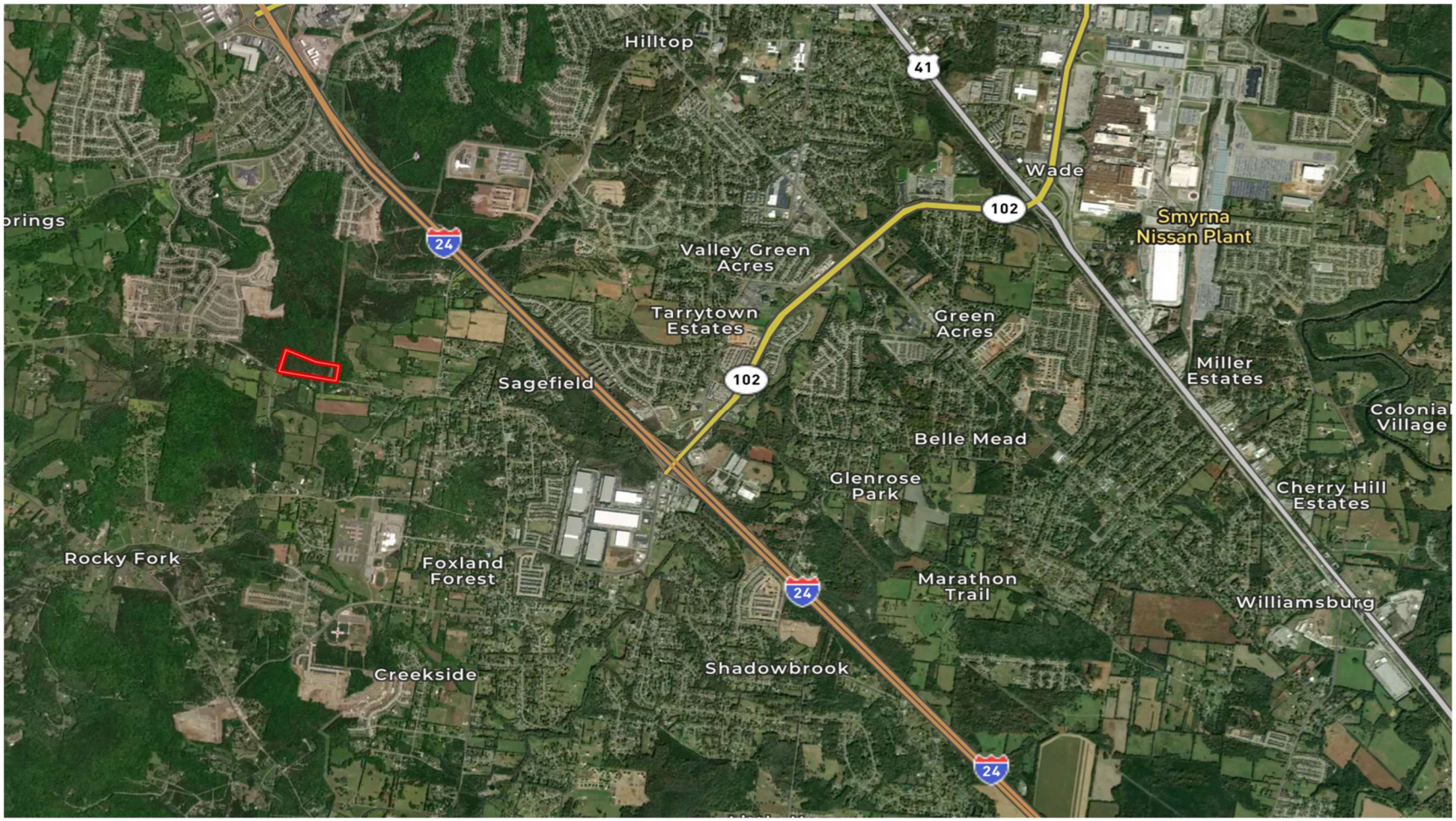
cc: Last of the Loggers, LLC

Address: 5198 Lee Rd, Smyrna, TN, 37167

Parcel ID: R0029446

Acres: 22 +/- Acres

REGIONAL LOCATION:



Address: 5198 Lee Rd, Smyrna, TN, 37167

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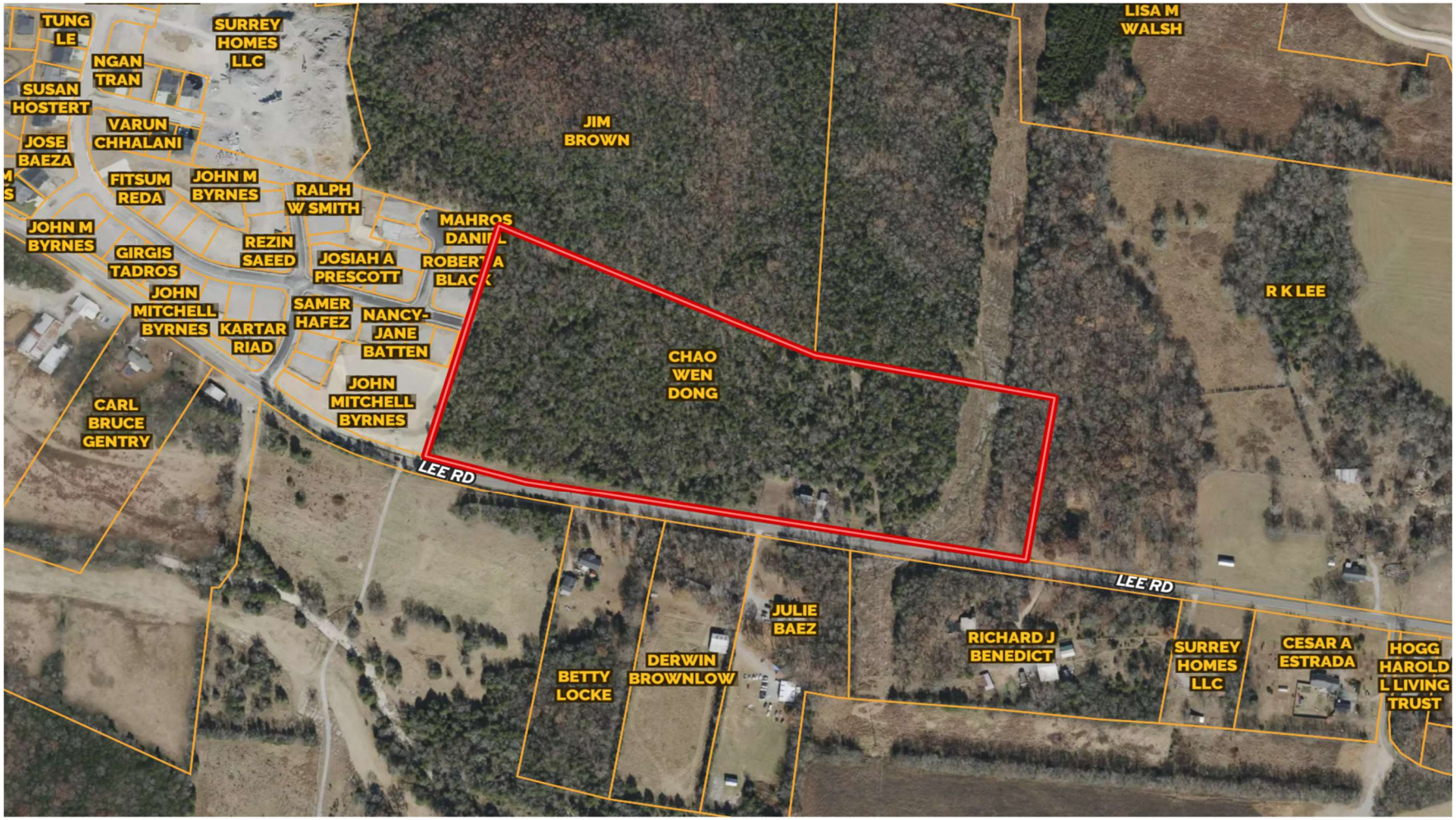
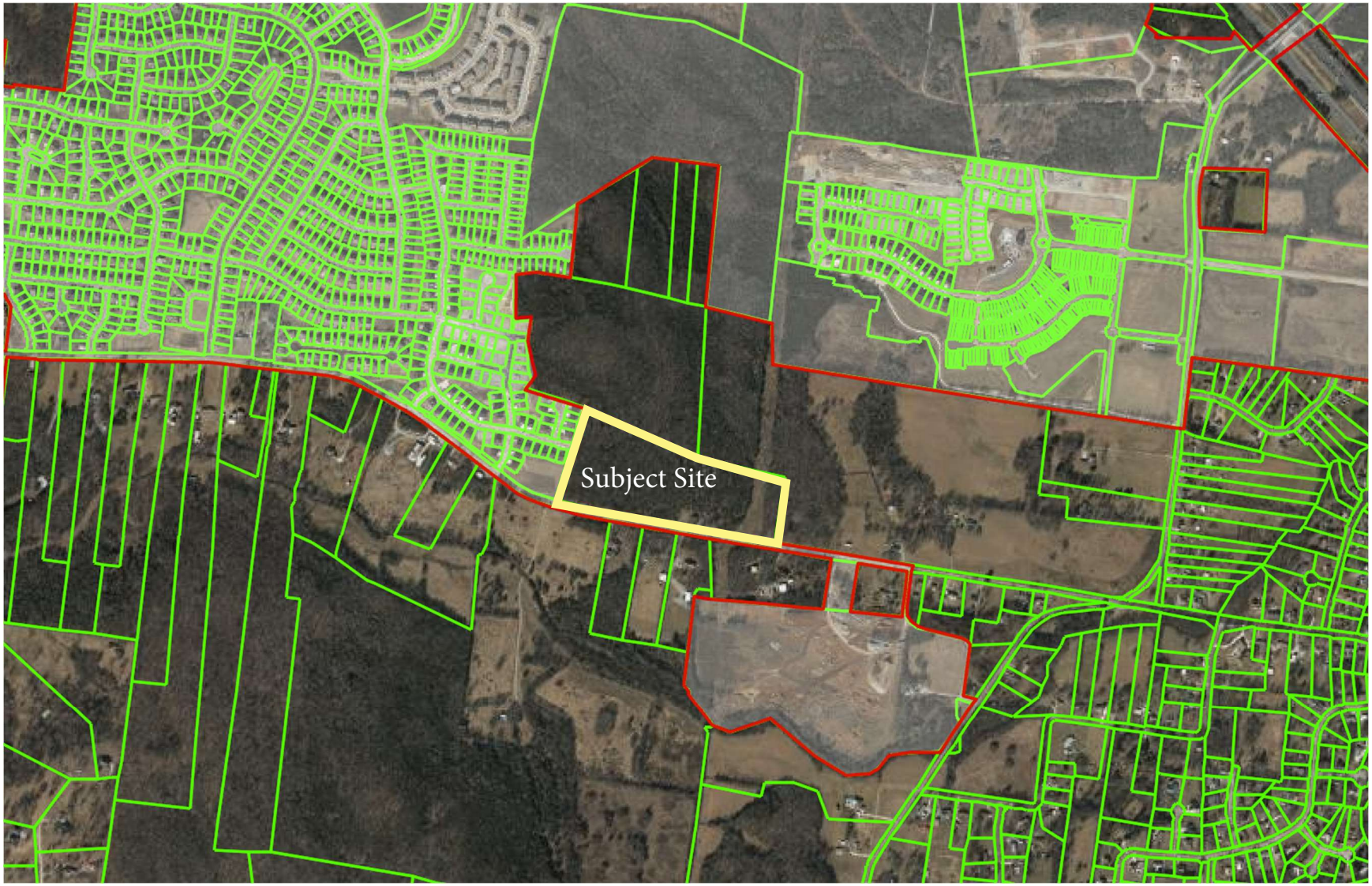
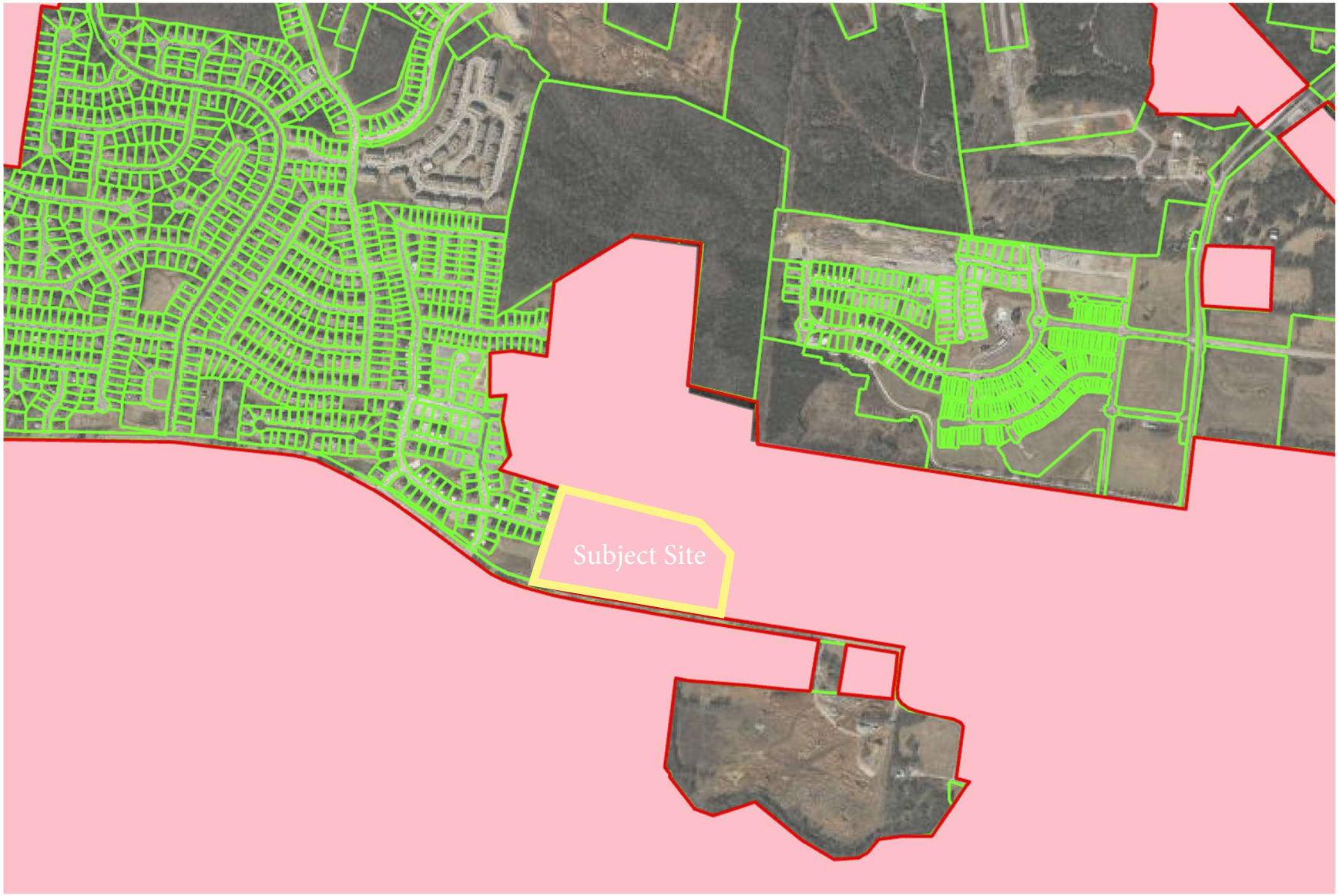
Acres: 22 +/- Acres



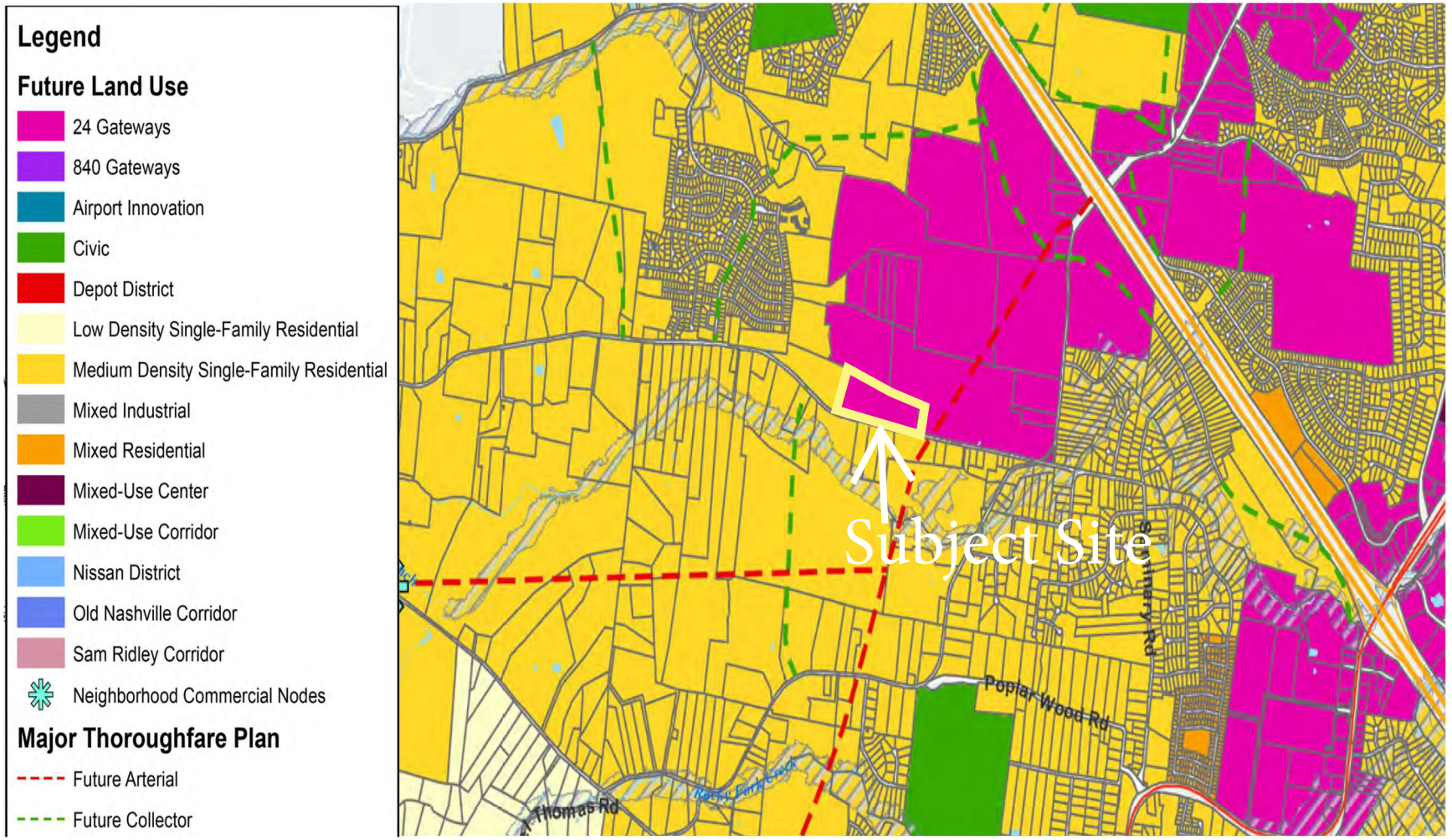
OUTSIDE SYMRNA CITY LIMITS – SURROUNDED ON ALL FOUR SIDES BY CITY LIMITS



WITHIN URBAN GROWTH BOUNDARY



Future Land Use Designation 24 Gateway: Encourages mixed-use commercial, office, and diversity of housing/lot sizes such as R-6 High Density Residential and Multi-Family.



August 29, 2025

Mark Hanson
CLQ Land
Arrington, TN 37014

Re: 5198 Lee Rd
Map 050, Parcel 31.00
Proposed 55 Residential Lots

Mr. Hanson,

This availability letter is for the property (Project) identified above, which lies within the urban growth boundary of Town of Smyrna (Town) and in Rutherford County. Based on the request provided to the Town, the Project is a buildout of up to 55 residential lots.

The existing natural gas, potable water and sanitary sewer facilities are currently available at or near the above-mentioned location.

Natural Gas: There is an existing an existing 4 inch PE gas main along Spregan Way. This gas main has available capacity to serve the proposed residential lots 1,650 cfh.

Sewer: There is an existing 24 inch gravity main located approximately 1,200 ft offsite to the east at Jordan Lane and Lee Rd. An offsite gravity line must be extended at the Developer's expense to serve this project. There is existing 8 inch gravity main located at the end of Spregan Way. Due to existing grade this line can only serve a small western portion of the Project. The receiving sewer lines have the available capacity to serve the proposed residential flow of 350 GPD per lot.

Water: There is an existing 10 inch PVC main along Spregan Way. The existing water main has the available capacity to provide the minimum required fire flow of 1,000 gpm at 20 psi for the proposed residential lots. Lots that contain homes greater than 3,600 sf under roof will require 1" service lines and internal fire systems.

All final connection points to water; sanitary sewer and natural gas shall be determined and approved by the Smyrna Utilities Department. Should you have any questions, please call me at (615) 355-5711.

Sincerely,

Mark Parker, PE
Assistant Director of Utilities
Smyrna Utilities
mark.parker@townofsmyrna.org

Chao Wen Dong – Annexation and R-3 Zoning Request

Tax Map 50, Parcel 31.00, owned by Chao Wen Dong and requested by CLQ Land, LLC. Bordered on the west by the Oak Meadows development; on the south by the right-of-way of Lee Road; on the east and north by Parcel 29.00, owned by R. K. Lee, Jr. and Rebecca Ladd; and on the north by Parcel 17.00, owned by Jim Brown and Albert Brown.

Total area annexed contains approximately 21.7 acres.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.c.
Department: Administration
Date: November 13, 2025

Subject:
Consideration of a Resolution in memorandum of Ordinance #25-32 relative to the annexation and R-3 zoning of property located on Tax Map 50, Parcel 31.00.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
A Resolution is required by statute to accompany any annexations approved.

Summary:
This is a housekeeping item.

Recommended Council Action:
Staff recommends approval of the Resolution in Memorandum.

Attachments:
1. Resolution #25-27

TOWN OF SMYRNA, TENNESSEE
RESOLUTION 25-27

A RESOLUTION in memorandum of Ordinance #25-32 relative to the annexation and R-3 zoning of property located on Tax Map 50, Parcel 31.00, comprising a total of approximately 21.7 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 #25-32 relative to the annexation and R-3 zoning of property located on Tax Map 50, Parcel 31.00, comprising a total of approximately 21.7 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 #25-32 relative to the annexation and R-3 zoning of property located on Tax Map 50, Parcel 31.00, comprising a total of approximately 21.7 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.d.
Department: Planning
Date: November 13, 2025

Subject:
PUBLIC HEARING: Consideration of an Ordinance relative to the rezoning of property located on Tax Map 55, Parcel 11.12 owned by Unico TN, LLC containing .91 acre from PID to C-2. The property is located west of Almaville Road.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The property that is the subject of this request is located west of Almaville Road approximately 450' south of the intersection with Quail Ridge Road. This property has no frontage on Almaville Road, but has access to it through adjoining parcels. The Land Use Plan for this area is the 24 Gateway character area, which would support a mix of uses and services that are both local and regional in scale. Hospitality, retail, restaurant, and multifamily uses are particularly appropriate for these areas. The surrounding zoning is PID and C-2.

Summary:
This parcel was included in the PID for the adjoining tract of land, but was not ultimately used as a part of the development of that PID. As a result, it was divided from the main parcel and sold separately. The new owner also owns one of the adjoining commercial tracts and wishes to develop this tract with a commercial use.

The Planning Commission reviewed this request and recommended approval 6 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #25-33
2. Application
3. Unico Map 1
4. Unico Map 2
5. Unico TN LLC October 2025 Rezoning Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-33

AN ORDINANCE relative to the rezoning of property located on Tax Map 55, Parcel 11.12, comprising of approximately 0.91 acres, from PID 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 55, Parcel 11.12, comprising of approximately 0.91 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 PID 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:

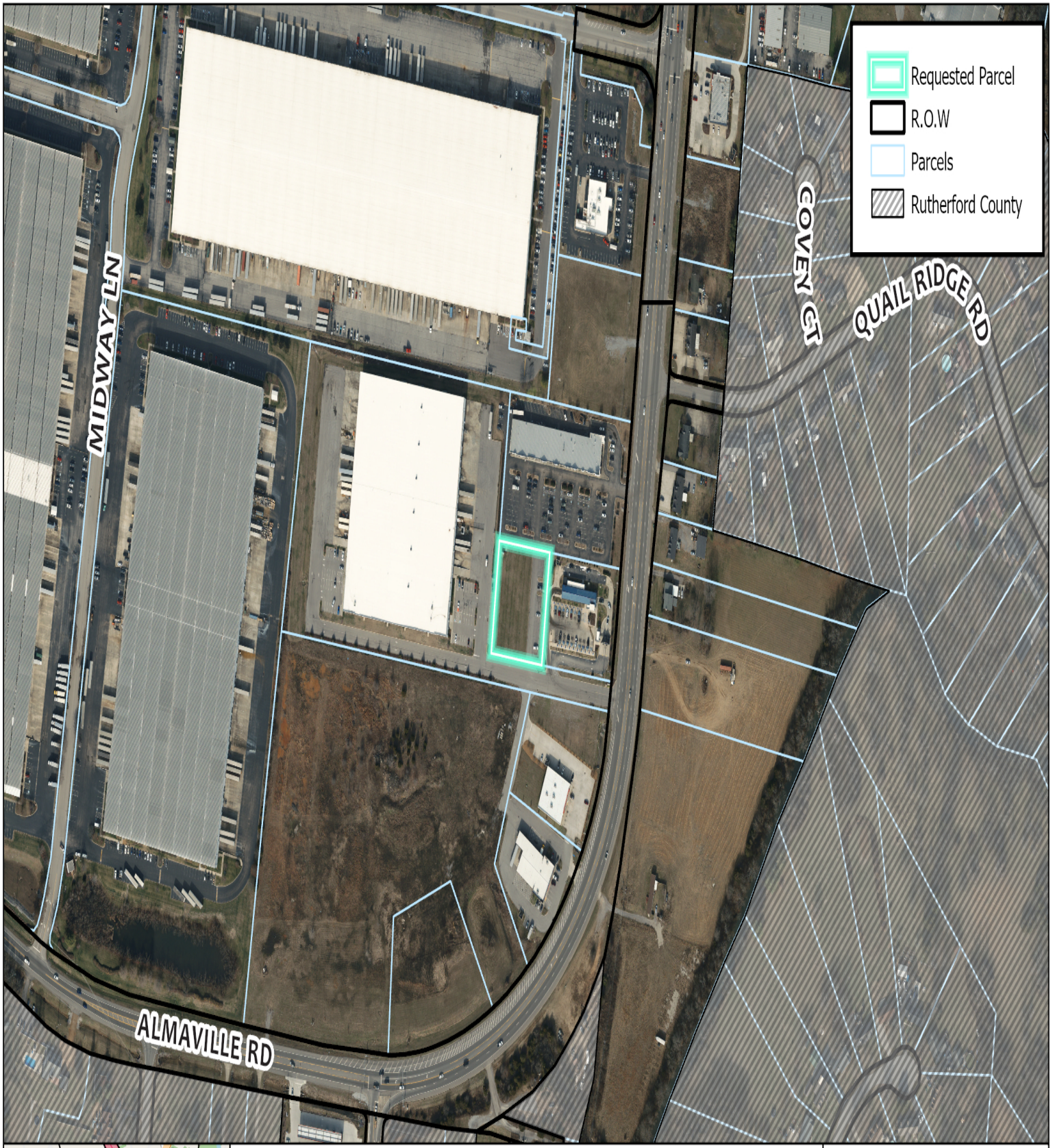
_____
AMBER HOBBS, Town Clerk

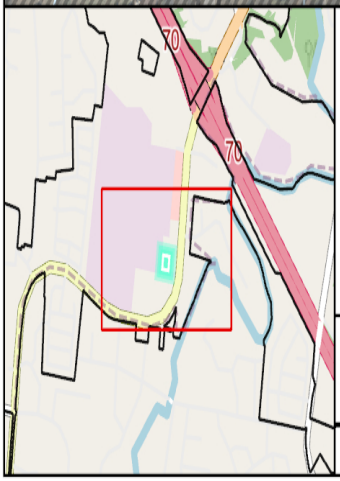
Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: Unico TN, llc Almaville series.		
Street Address: 1453 Bell Road, suite 106, ~~Nashville~~ TN 37211		
City: Nashville	State: TN	ZIP: 37211
Email: almaville plaza @ davidragheb.com	Phone: 615-727-3304.	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Royal Palace homes LLC		
Street Address: 121 Broadwell cir		
City: Franklin	State: TN	ZIP: 37067
Email: royalpalacehomesLLC@Gmail	Phone: 615.944.4106	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: Almaville RD		
Tax Map:	Group:	Parcel: 055-011.12-000
Requested Lot Area (Square feet/Acres):		
Existing Zoning: Industrial	**Requested Zoning:** commercial Retail	
*Current Property Owner (See Note Below):		
APPLICANT AUTHORIZATION		
Applicant Signature: ~~[signature]~~ for UNICO TN, llc Almaville series		Date: 9/7/2025.
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.





PID to C-2 Rezoning Request

Tax Map: 55 | Parcel: 11.12 | Acres: +/- 0.91

Requested by Owners: Unico TN, LLC Almaville Series

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

October 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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TOWN OF SMYRNA TENNESSEE

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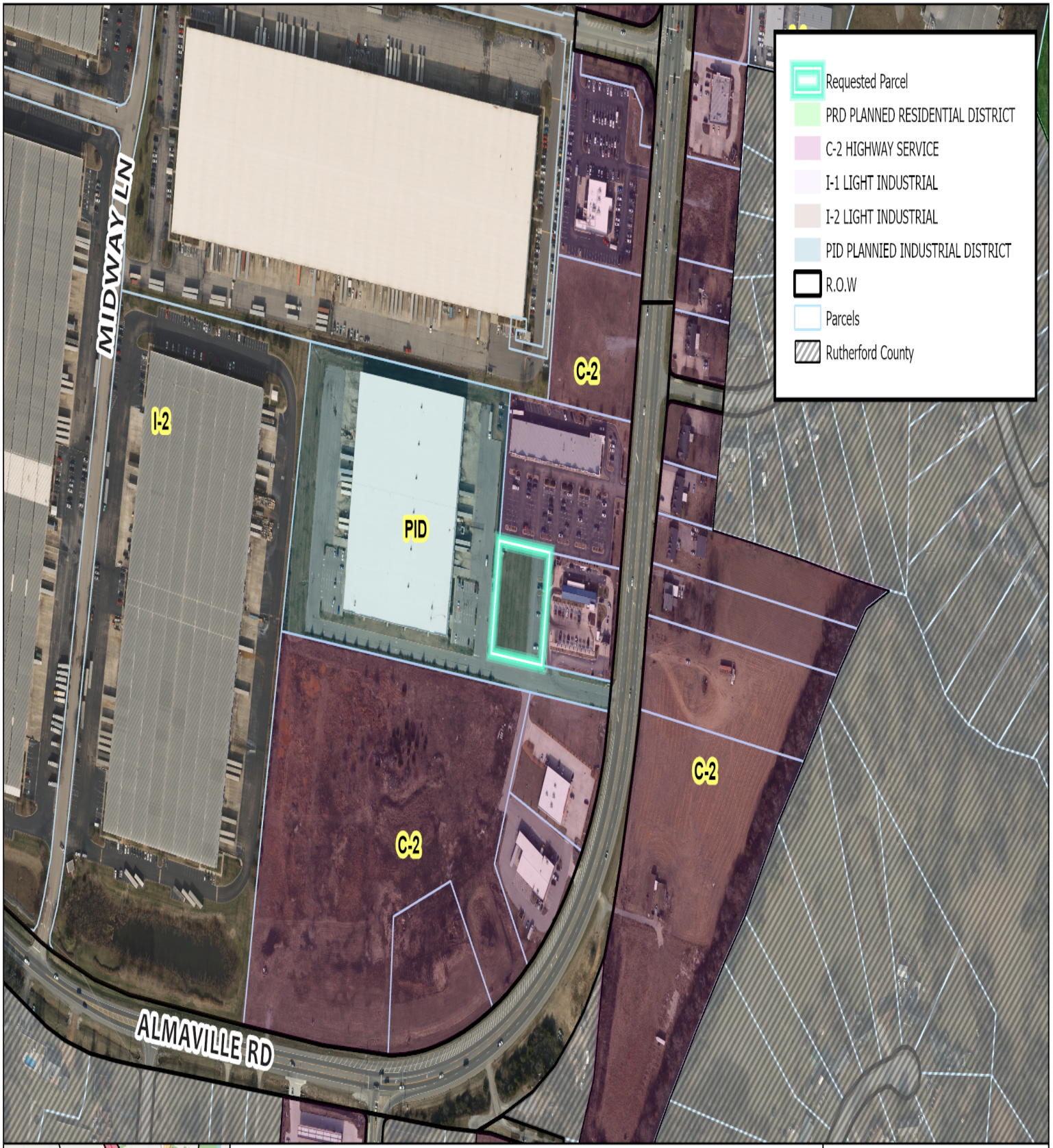

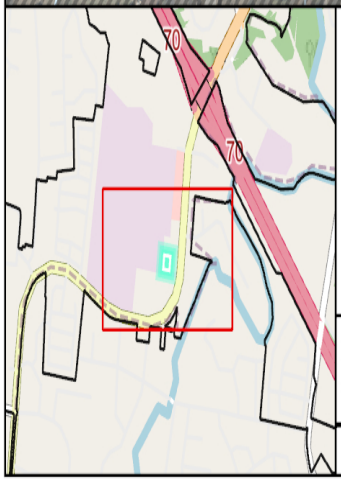

PID to C-2 Rezoning Request

Tax Map: 55 | Parcel: 11.12 | Acres: +/- 0.91

Requested by Owners: Unico TN, LLC Almaville Series

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

October 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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TOWN OF SMYRNA TENNESSEE

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Unico TN, LLC – Rezoning Request from PID to C-2

Tax Map 55, Parcel 11.12, owned and requested by Unico TN, LLC.

Bordered on the south and west by Parcel 11.08, owned by Exeter 1958 Almaville, LLC; on the north by Parcel 11.07, owned by Unico TN LLC Almaville Series; and on the east by Parcel 11.09, owned by Washtopia 5, LLC.

Area requested to be rezoned from PID to C-2 contains approximately .91 acre.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.e.
Department: Legal
Date: November 13, 2025

Subject:
PUBLIC HEARING: Consideration of an Ordinance amending Smyrna Municipal Code Title 15, Chapter 6, Section 622 relative to Modified Public Transportation Vehicles.

Fiscal Impact:
None

Contract Type:

Contract Term (if applicable):

Background:
The current ordinance in the Town of Smyrna addresses the parking of school buses and similar vehicles in residential areas. However, the ordinance does not adequately describe those types of vehicles under 12,000 pounds if not being used for a government purpose or a commercial purpose.

Summary:
Primary Prohibition: The paragraph prohibits parking or storing modified public transportation vehicles in front yards, driveways, or any area between the front building line and street right-of-way of residential lots.
Defines the Vehicles: It specifically defines "Modified Public Transportation Vehicle" as any vehicle that was originally manufactured to transport 15 or more passengers and is no longer actively used by government or educational institutions.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #25-30
2. 15-622 Amended October 1 2025

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-30

AN ORDINANCE relative to the amendment of the Town of Smyrna Municipal Code, Title 15 "Motor Vehicles, Traffic, and Parking," Section 15-622.

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 Town of Smyrna Municipal Code, Title 15 "Motor Vehicles, Traffic, and Parking," Section 15-622 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

When any unoccupied vehicle is found parked in violation of any provision of this chapter, there shall be a prima facie presumption that the registered owner of the vehicle is responsible for such illegal parking. (2007 Code, § 15-621)

§ 15-622 COMMERCIAL and MODIFIED PUBLIC TRANSPORTATION VEHICLES.

(1) No person shall park any motor vehicle licensed or primarily used for commercial purposes and having a gross vehicular rated weight in excess of 12,000 pounds on a public street within a residential zoning district, on any residential lot of less than five acres in size, nor shall any person allow any such motor vehicle to be parked on any such property belonging to him or her or under his or her control. Excluded from this provision are emergency service vehicles, refuse collection vehicles subject to the provisions of division (2) below, and other vehicles actively performing a service between the hours of 7:00 a.m. and 9:00 p.m., including moving vans and vehicles needed for construction purposes. It shall be an exception to this provision that the owner or operator of a school bus that is actively used in association with a government entity, quasi-governmental entity, school district, or state recognized educational institution shall be allowed to park two school buses on a residential lot owned or occupied by the bus driver, if such school buses are parked in a rear or side yard with no part of the school bus encroaching the front corner of the residence.

(2) It shall be unlawful to park any vehicle used for refuse collection purposes within 200 feet of any residential dwelling for more than one hour during a 24-hour period. A refuse collection vehicle which has been parked for any length of time at such a location shall be moved at least 500 feet before parking again. (2007 Code, § 15-622) Penalty, see § 15-625

(3) No person shall park or store a modified public transportation vehicle in the front yard, driveway, or any area between the front building line and the street right-of-way of any residential lot within the jurisdiction of this municipality, except for temporary parking necessary for loading and unloading purposes, which shall not exceed 48 hours within 30 days. For purposes of this provision, "Modified Public Transportation Vehicle" means any vehicle that: (a) was originally manufactured, designed, or configured to transport fifteen (15) or more passengers as part of a public, private, or institutional transportation system; and (b) is no longer actively used in association with a government entity, quasi-governmental entity, school district, or state recognized educational institution. This prohibition shall not apply to: (i) residential lots that contain five (5) acres or more of land area; or (ii) vehicles parked in enclosed structures not visible from public streets.

§ 15-623 TRUCKS AND TRAILERS.

No person shall park any truck or motor vehicle of more than 12,000 pounds gross vehicle rated weight or any trailer or semitrailer, whether or not attached to a tractor, on any street from 6:00 p.m. to 6:00 a.m., except that this section shall not apply to trucks, trailers, or semitrailers so parked while actually engaged in loading or unloading, or in performing a service, including moving vans and vehicles needed

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.1.
Department: Planning
Date: November 13, 2025

Subject:
Consideration of an Ordinance relative to the annexation and PUD zoning of property on Tax Map 11, Parcel 5.00 requested by 452 Properties, LLC containing 225.25 acres. The property is located on Mona Road east of I-840.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The property that is the subject of this request is located on Mona Road immediately east of I-840 approximately .6 of a mile south of SR 452/Bill France Boulevard. The Land Use Plan for this request is the 840 Gateway character area, which would support hospitality, retail, restaurant, high density residential, and industrial/warehousing uses. The surrounding zoning is RM in Rutherford County. The Town would be providing all services to this area upon annexation except for water, which would be provided by Consolidated Utility District.

Summary:
The proposed zoning for this request is PUD, with approximately 34.3 acres designated to be developed utilizing the C-2 district requirements and the remaining 190.95 acres designated to be developed utilizing the I-2 district guidelines. The request has been revised based on the discussion at the 9/30 Council workshop. For the area to be developed with C-2 standards, all provisions of the C-2 district would apply except for the specific prohibition of the following uses: specialized tobacco or smoke shop, including vape shop, or any business that devotes more than 25% of its floor space to the sale of tobacco products; self-storage facilities; adult-oriented establishments; auto towing services; mobile home park; and residential activity uses with the exception of those allowed by right or special exception. The maximum square footage allowed within this area would be 350,000. For the area to be developed with I-2 standards, all provisions would apply with the request that the height limit in the I-2 area be 60' in lieu

of the 50' limit as stated in the Zoning Ordinance and the the uses of airports, air cargo terminals, heliports, and aircraft dealers not be allowed. The maximum square footage allowed in the I-2 area is 2,500,000. No pole signs would be allowed within the development. The Major Thoroughfare Plan shows a future minor arterial connecting Bill France Boulevard to Hickory Grove Road and eventually to W. Jefferson Pike. Construction of the portion of this roadway which crosses this parcel would be required as a part of this development and is shown on the concept plan as an extension of an existing County road, Coulter Court. As a part of this annexation request, staff recommended annexation of approximately 1 mile of the existing right-of-way of SR 266/W. Jefferson Pike and approximately 4.2 miles of the existing right-of-way of Mona Road to allow for the annexation to be contiguous to the existing Town limits. Sewer would be provided per a separate agreement between the Town and the developer, but would not be extended to serve any properties outside of Rutherford County. The developer has proposed donation of land for a potential fire station on the site, which would need to be evaluated and potentially relocated depending on that evaluation. Staff prepared a more in-depth look into the provision of services to this area if annexed, and this has been attached. This deeper look includes the possibility of additional property that has the same ownership which could be contemplated for annexation in the future if this parcel is annexed. I have also attached the maps and the most recent PUD plan for the current request, as well as maps that show the additional property which could be considered for annexation and zoning in the future. In addition, I have attached the traffic study which we received as a part of the submittal package for the November Planning Commission meeting.

The Planning Commission reviewed this request and recommended approval of the original request 7 for, 0 against. The revised request was reviewed at the November 6 meeting and was recommended for approval 6 for, 1 against, with the following conditions:

1. No truck traffic is allowed south of the development entrance onto Mona Road.
2. The interior road network to connect to Coulter Court is required to be completed with the development of Phase 3.
3. Shoulders shall be constructed on Mona Road on both sides of the road at 2' wide.
4. A 100' landscape buffer is required in any case where an industrial building or parking area is to be constructed within 1,000' of an existing residence.

Recommended Council Action:

Staff recommends approval of this request, but staff does have concerns about future potential annexation of the eastern parcels that are under the same ownership due to the increased costs of provision of services for those parcels.

Attachments:

1. Ordinance #25-28
2. Annexation Application (Redacted)
3. Rezoning Application (Redacted)
4. 452 Properties LLC Map 1 (Rotated)
5. 452 Properties LLC Map 1

6. 452 Properties LLC Map 2
7. 452 Properties LLC Map 3
8. FALL CREEK COMMERCE CENTER PUD 2025-11-4
9. TIA_FCCC_7-17-25
10. POS 452 Properties LLC Sept 2025 Jefferson Pike Mona Road Contiguous.docx (1)
11. 452 Properties LLC Map 3 (Rollins)
12. 452 Properties LLC Map 4 (Rollins)
13. 452 Properties Parcel 6.00 Only
14. 840 Speedway Area Map
15. 452 Properties LLC September 2025 Annexation Description
16. Younger Associates - Fall Creek Commerce Center EIA - Smyrna 90SF Retail - 09-08-2025
17. Younger Associates - Fall Creek Commerce Center - Economic Impact Timeline 90ksf retail
18. CUD Utility Agreement w-Updated Draft & Exhibits as of 10-24-25

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-28

AN ORDINANCE relative to the annexation and PUD, C-2 and I-2 zoning of property located on Tax Map 11, Parcel 5.00, comprising a total of approximately 225.25 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 11, Parcel 5.00, comprising a total of approximately 225.25 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 11, Pacel 5.00, comprising a total of approximately 225.25 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 PUD, C-2 and I-2, 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: 452 Properties LLC		
Street Address: 1730 S Federal Hwy PMB377		
City: Delray Beach	State: FL	ZIP: 33483
Email: Redacted	Phone: Redacted	

CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☐		
Name/Company: Hillwood Investment Properties		
Street Address: 6410 Poplar Avenue, Suite 385		
City: Memphis	State: TN	ZIP: 38119
Email: Redacted	Phone: Redacted	

PROPERTY INFORMATION		
Street Address/Intersecting Streets: Bill France & Coulter Ct, Mona Rd, Marty Robbins Dr, Powells Chapel Rd		
Tax Map: 11	Group:	Parcel: 5.00 & 6.00
Requested Lot Area (Square feet/Acres): +/-819.45 acres		
Existing Zoning: Med. Density Residential	Requested Smyrna Zoning: P.U.D.	
*Current Property Owner (See Note Below): 452 Properties LLC		

APPLICANT AUTHORIZATION	
Applicant Signature: [signature] President	Date: 4/3/2025

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 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.

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: 452 Properties LLC		
Street Address: 1730 S Federal Hwy PMB377		
City: Delray Beach	State: FL	ZIP: 33483
Email: Redacted	Phone: Redacted	

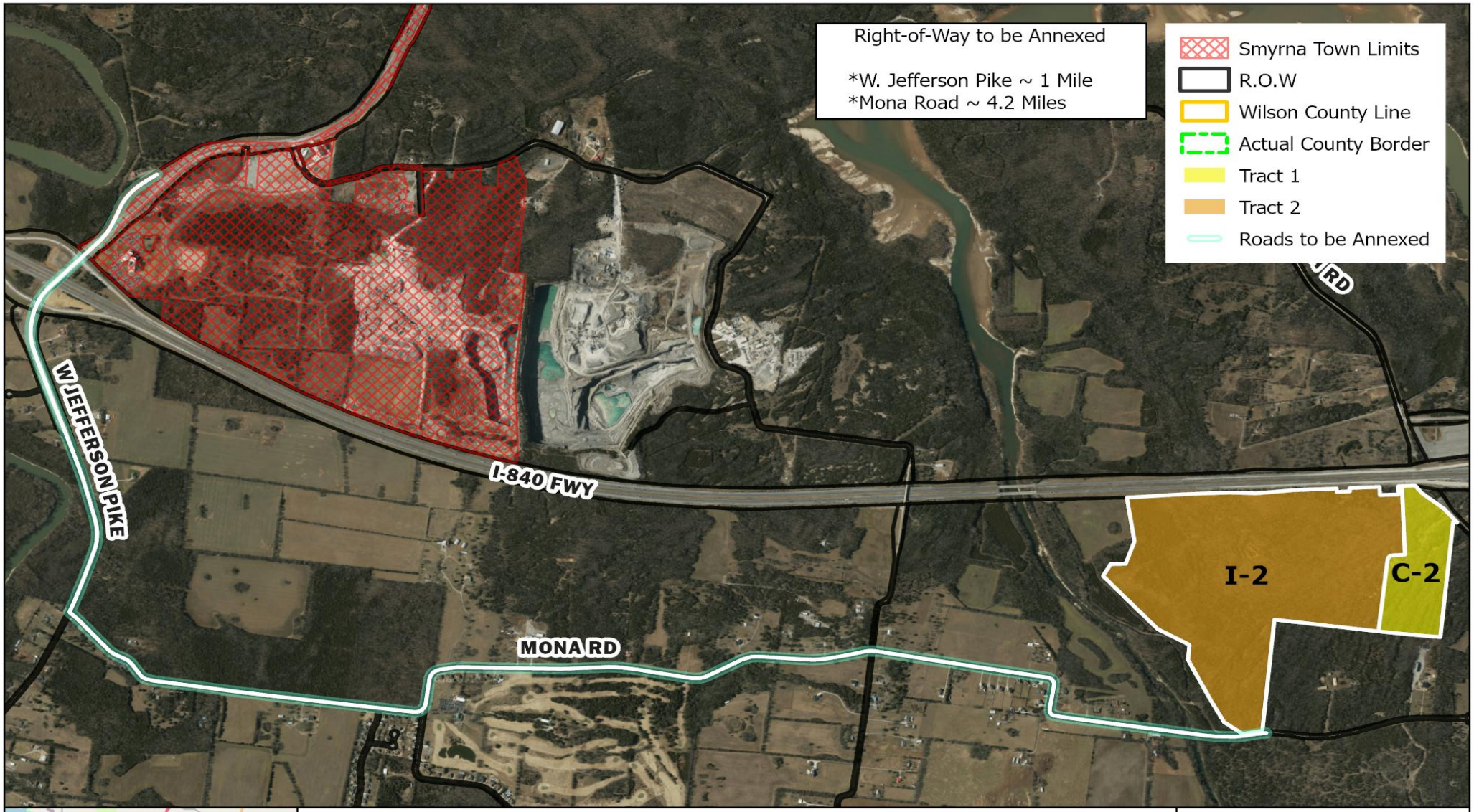
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Hillwood Investment Properties		
Street Address: 6410 Poplar Avenue, Suite 385		
City: Memphis	State: TN	ZIP: 38119
Email: Redacted	Phone: Redacted	

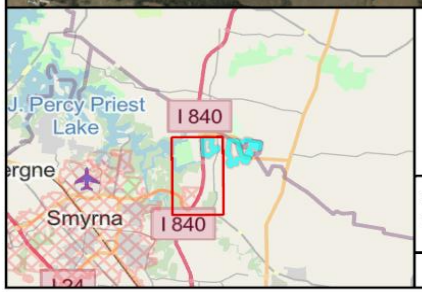
PROPERTY INFORMATION		
Street Address/Intersecting Streets: Bill France & Coulter Ct, Mona Rd, Marty Robbins Dr, Powells Chapel Rd		
Tax Map: 11	Group:	Parcel: 5.00 & 6.00
Requested Lot Area (Square feet/Acres): +/-819.45 acres		
Existing Zoning: Med. Density Residential	**Requested Zoning:** P.U.D.	
*Current Property Owner (See Note Below): 452 Properties LLC		

APPLICANT AUTHORIZATION	
Applicant Signature: [signature] President	Date: 4/3/2025

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.





Annexation & PUD Zoning Request

Tax Map: 11 | Parcels: 5.00 | Acres: +/- 225.25

Requested and Owned by: 452 Properties LLC

Rutherford County OIT, Maxar, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

September 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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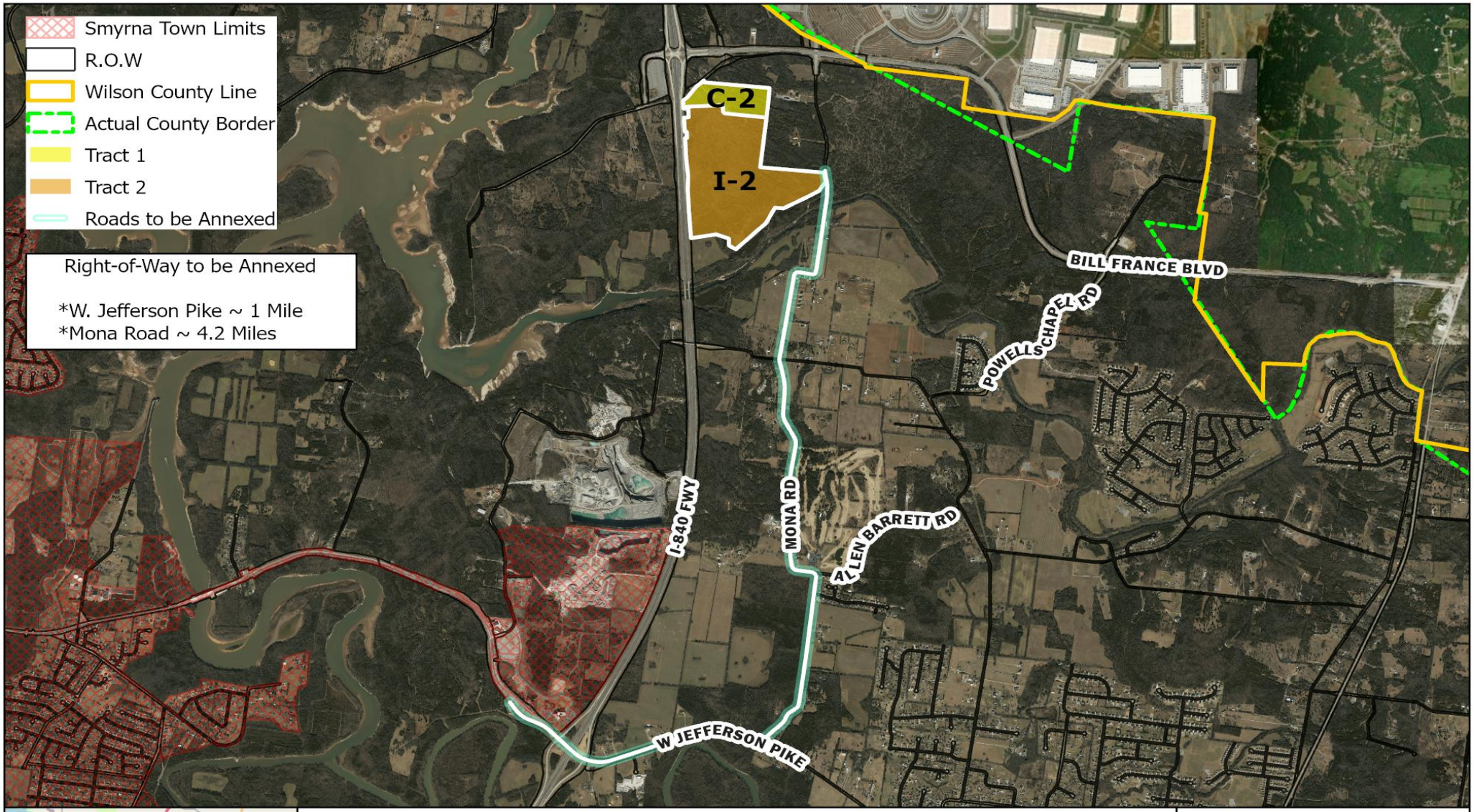

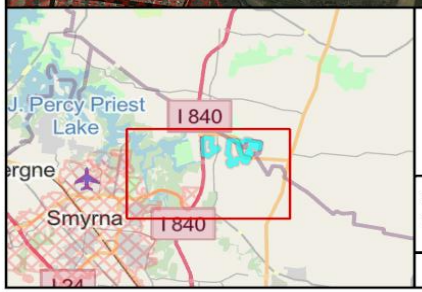

Annexation & PUD Zoning Request

Tax Map: 11 | Parcels: 5.00 | Acres: +/- 225.25

Requested and Owned by: 452 Properties LLC

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September 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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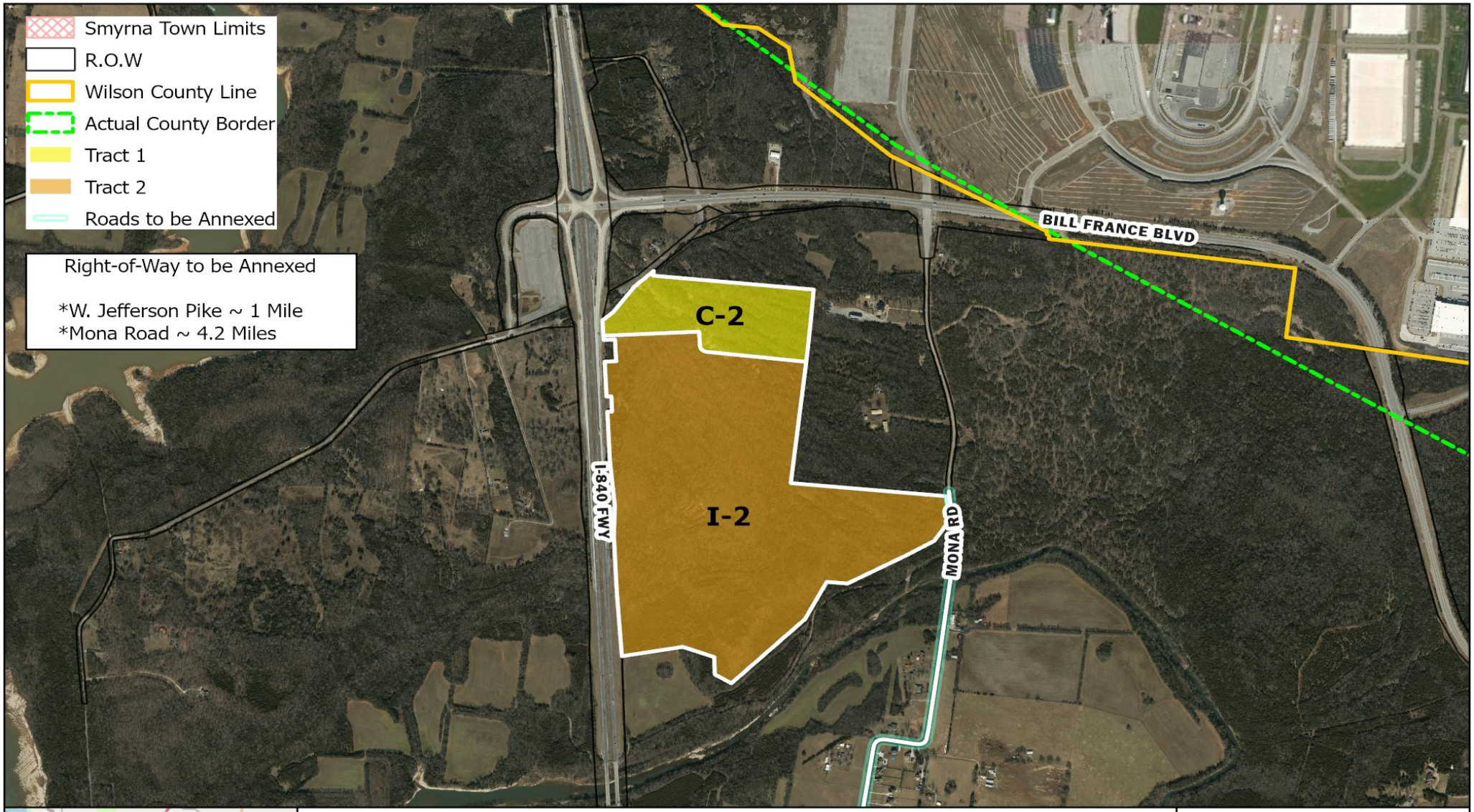

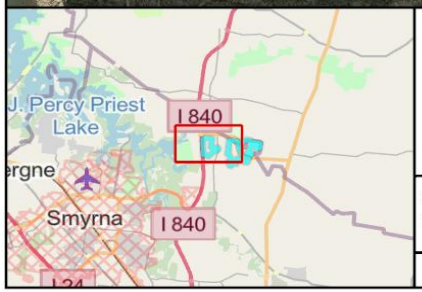

Annexation & PUD Zoning Request

Tax Map: 11 | Parcels: 5.00 | Acres: +/- 225.25

Requested and Owned by: 452 Properties LLC

Rutherford County OIT, Maxar, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

September 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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TOWN OF SMYRNA TENNESSEE

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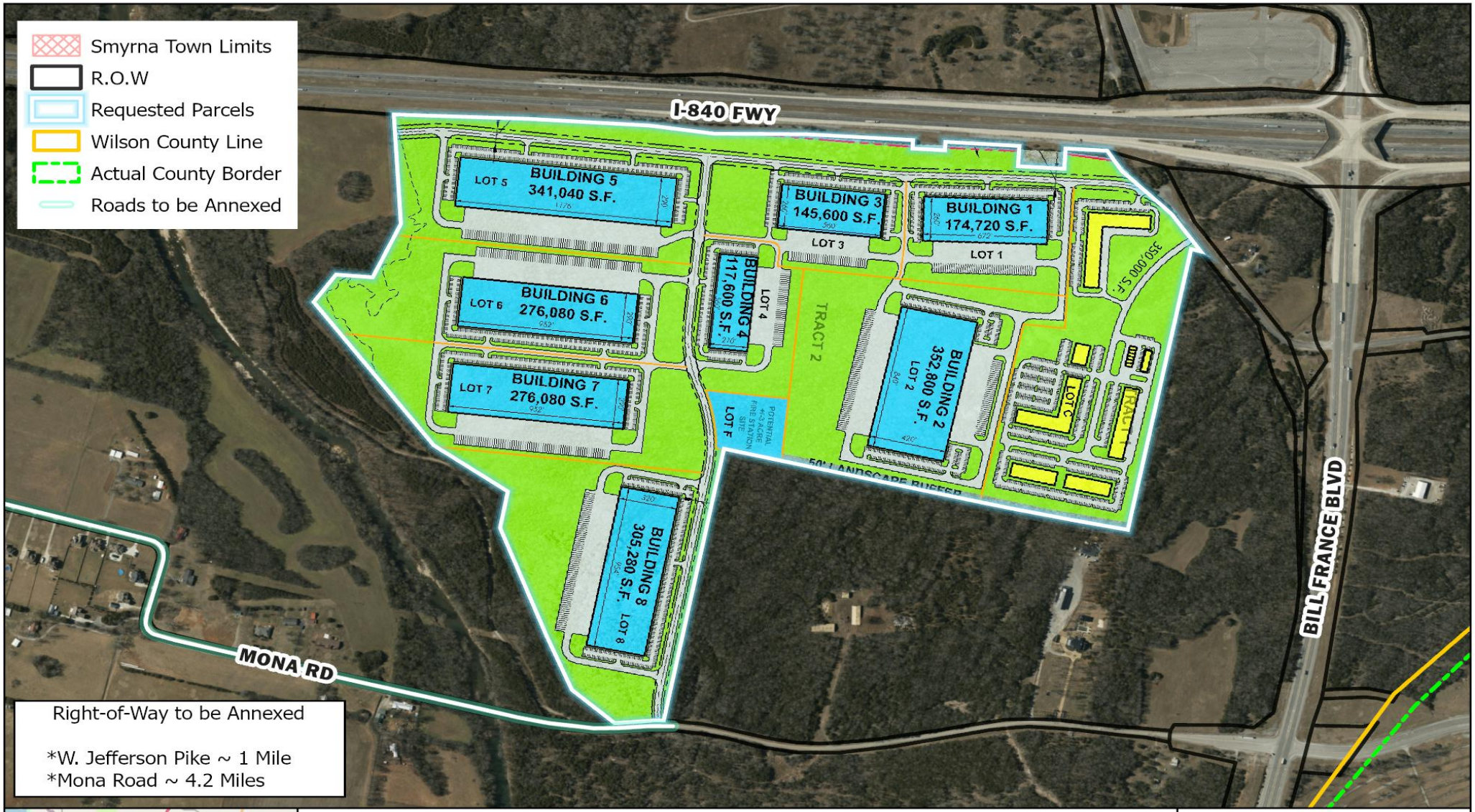
Smyrna Town Limits
R.O.W
Requested Parcels
Wilson County Line
Actual County Border
Roads to be Annexed
I-840 FWY
BUILDING 5
341,040 S.F.
LOT 5
BUILDING 3
145,600 S.F.
LOT 3
BUILDING 1
174,720 S.F.
LOT 1
350,000 S.F.
BUILDING 6
276,080 S.F.
LOT 6
BUILDING 4
117,600 S.F.
LOT 4
TRACT 2
BUILDING 7
276,080 S.F.
LOT 7
BUILDING 2
352,800 S.F.
LOT 2
LOT C
TRACT 1
LOT F
POTENTIAL 4+/- ACRE FIRE STATION SITE
BUILDING 8
305,280 S.F.
LOT 8
50' LANDSCAPE BUFFER
MONA RD
BILL FRANCE BLVD
Right-of-Way to be Annexed
*W. Jefferson Pike ~ 1 Mile
*Mona Road ~ 4.2 Miles
J. Percy Priest Lake
I 840
Smyrna
I 840
Annexation & PUD Zoning Request
Tax Map: 11 | Parcels: 5.00 | Acres: +/- 225.25
Requested and Owned by: 452 Properties LLC
Rutherford County OIT, Maxar, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri
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TOWN OF SMYRNA TENNESSEE
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FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
MAP 11, TRACT 5.00
SITUATED IN
TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE

OWNED/DEVELOPED BY:

HILLWOOD
INVESTMENT PROPERTIES
A P-EROT COMPANY

ENGINEER/SURVEYOR:

GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

VICINITY MAP
N.T.S

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OCTOBER 2025

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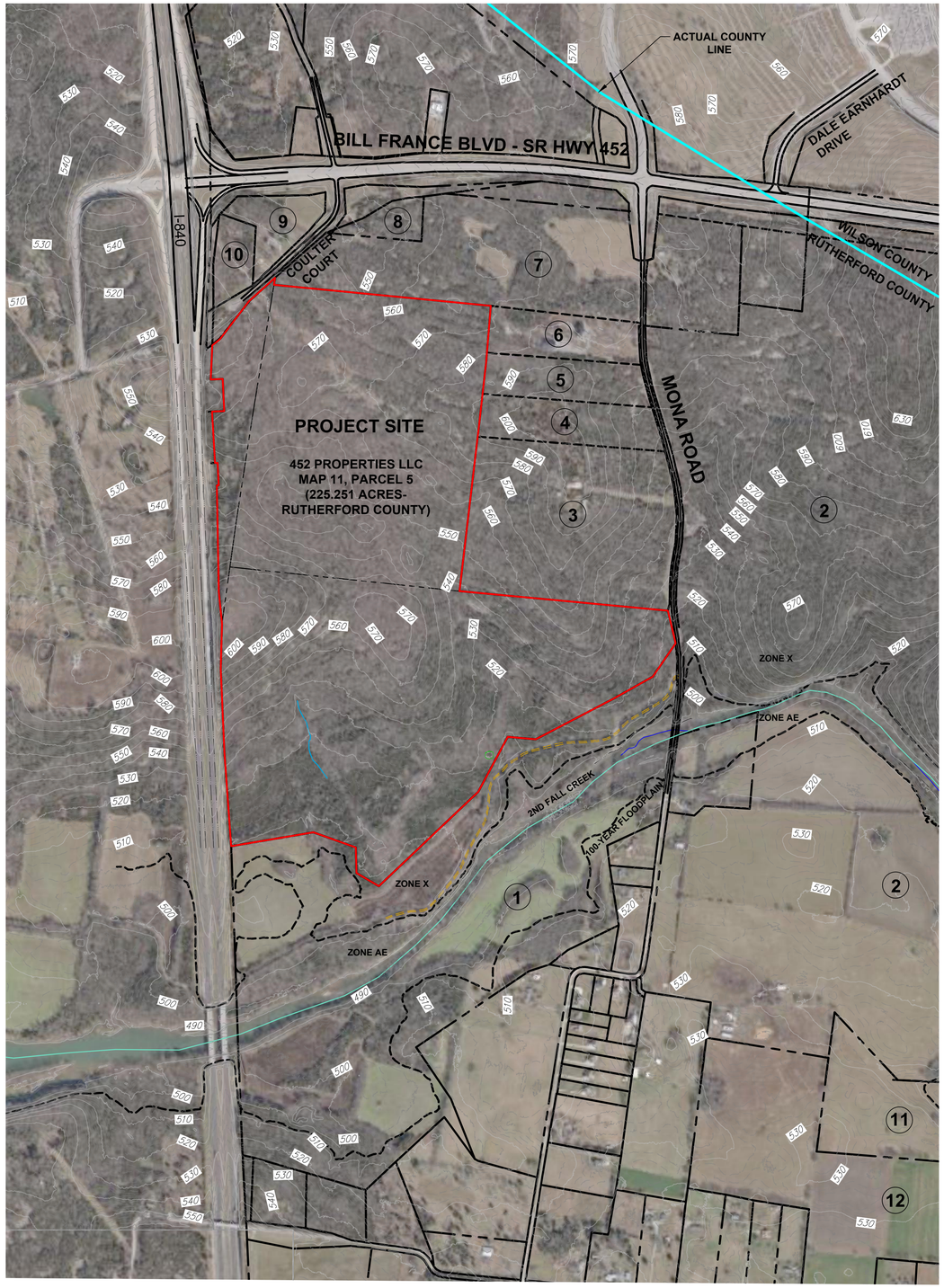
INTRODUCTION

The Fall Creek Commerce Center property is located in Rutherford County, Tennessee within the Town of Smyrna Urban Growth Boundary east of Interstate 840 along the south side of Bill France Boulevard - SR Hwy. 452. 452 Properties, being the applicant, is seeking to annex the subject property into the Town of Smyrna and rezone the property to a Planned Unit District (PUD) to support commercial/retail uses near the intersection of Interstate 840 and Bill France Boulevard, and industrial uses for the remaining property. The proposed Fall Creek Commerce Center PUD consists of two tracts totaling approximately 225.25 acres, and the purpose of this PUD request is to create a unique and high-quality multi-purpose development. Tract 1 will be developed with a mix of uses focused on hospitality, retail, restaurant, and commercial uses commensurate with the C-2 General Commercial District zoning regulations of the Town of Smyrna. Tract 2 will be developed for industrial uses commensurate with the I-2 Light Industrial District zoning regulations of the Town of Smyrna.

PROJECT LOCATION AND DESCRIPTION

The Fall Creek Commerce Center PUD is generally located east of the intersection between Interstate 840 and Bill France Boulevard - SR Hwy 452. Tracts 1 and 2 (Map 11, Tract 5.00) are located south of Bill France Boulevard between Interstate 840 and Mona Road. The property is currently undeveloped. Tracts 1 & 2 are bordered by Interstate 840 to the west, Fall Creek to the south, and primarily undeveloped property along Mona Road except for a single residential estate adjacent to the northeast corner of Tract 1.



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FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
EXISTING CONDITIONS

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

SHEET C0.01

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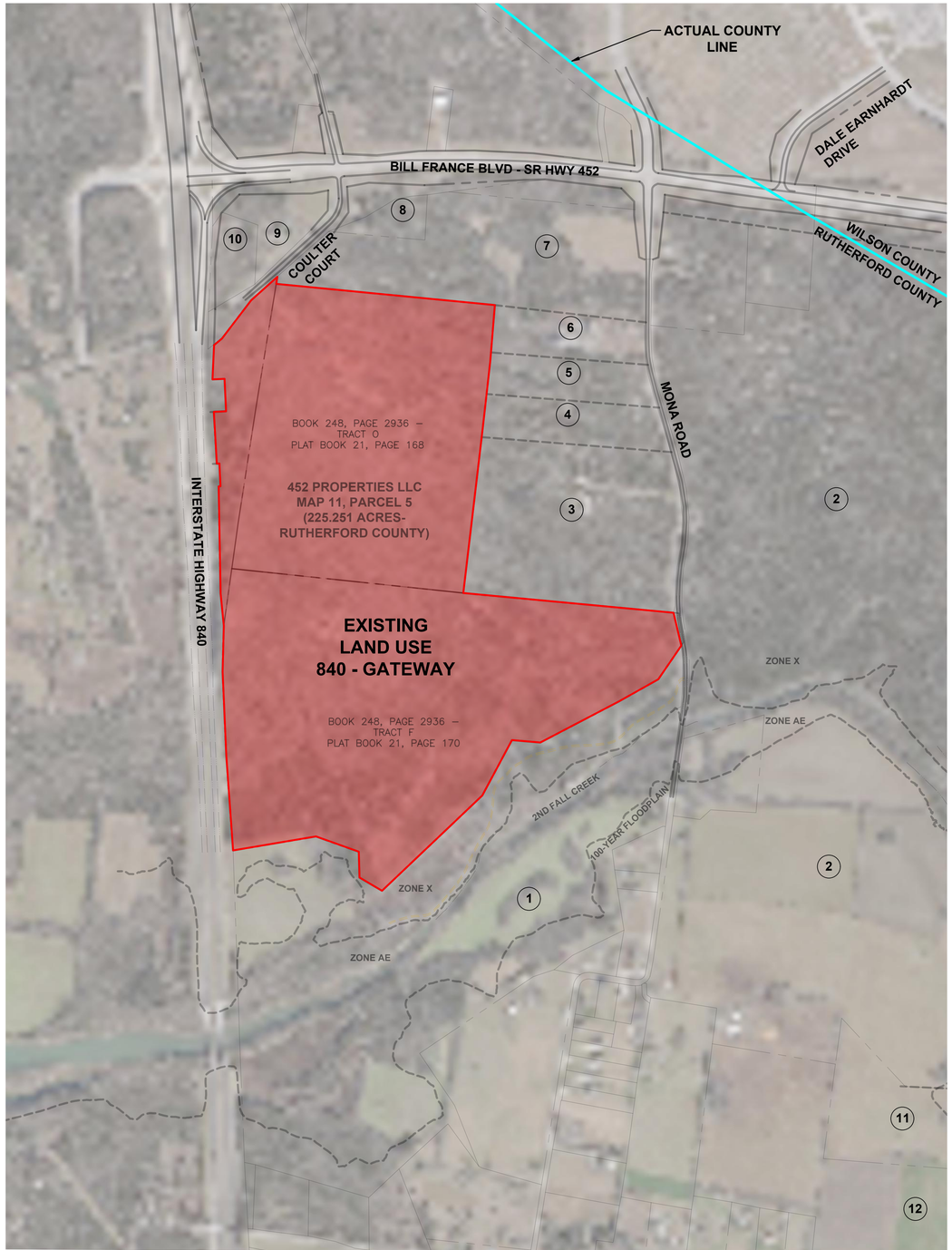
EXISTING LAND USE PLAN



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COMPREHENSIVE PLAN & ZONING CONFORMANCE

A review of the Town of Smyrna Comprehensive Plan reflects the subject property is located in the 840 Gateway future land use. Currently the properties are located in Rutherford County, and the existing zoning is RM - Medium Density Residential. Based on the applicant's desire to zone and annex the properties into the Town of Smyrna, the proposed P.U.D. zoning for Tract 1 to C-2 General Commercial District and Tract 2 to I-2 Light Industrial complies with the 840 Gateway designation of the Comprehensive Plan.

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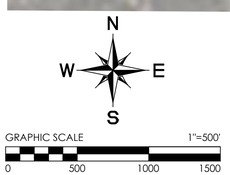

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SHEET C1.01

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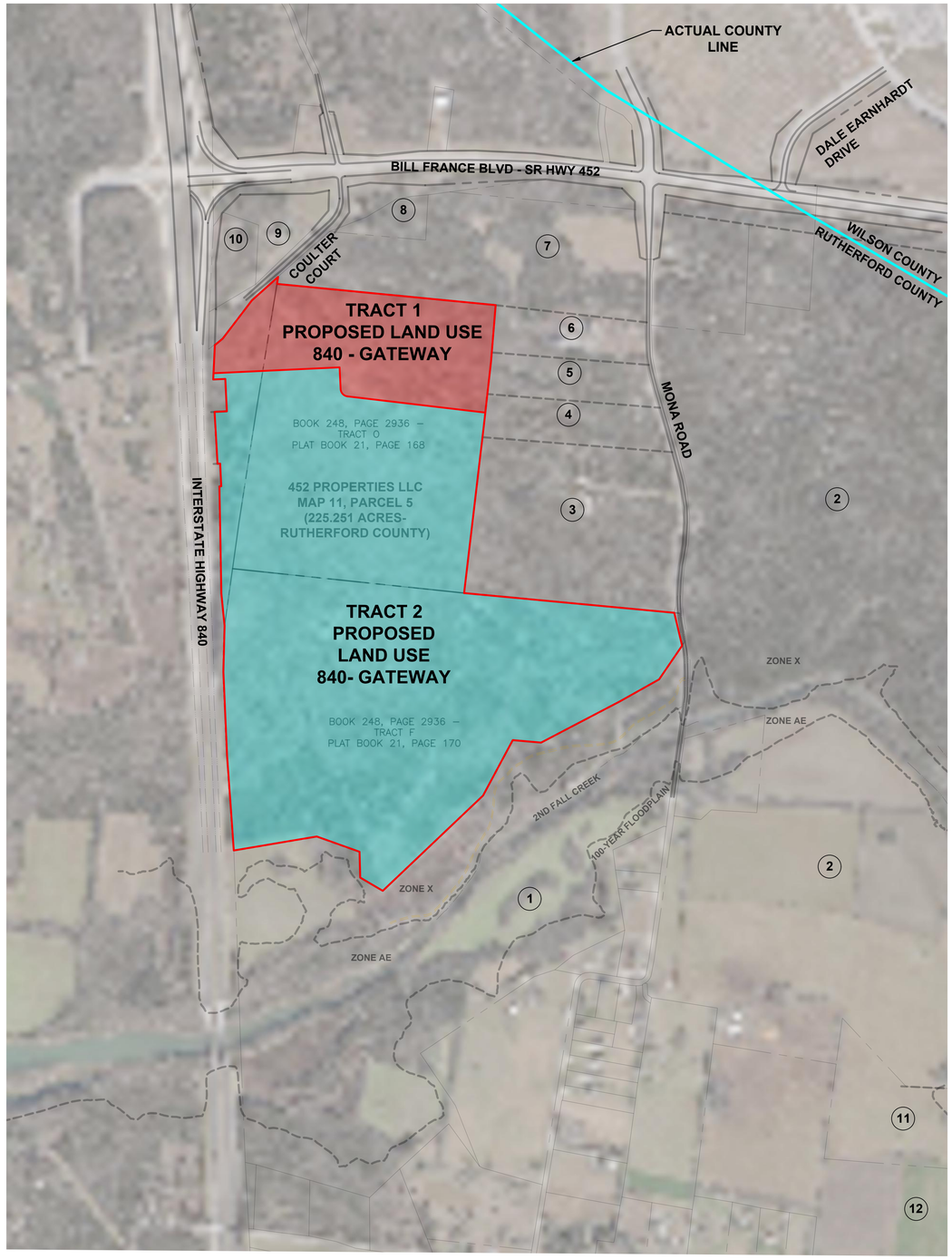
PROPOSED LAND USE PLAN



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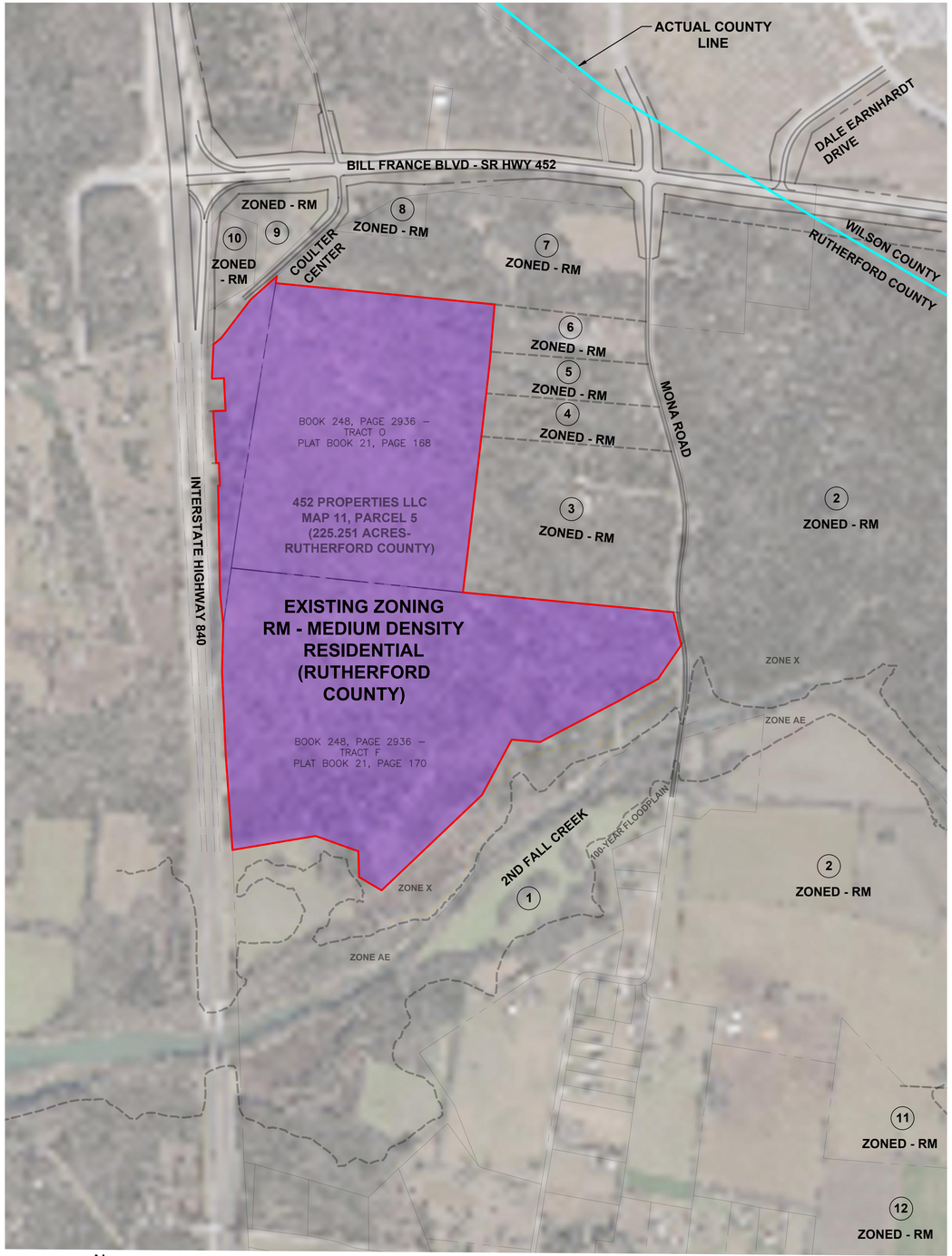
EXISTING ZONING PLAN



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FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
EXISTING ZONING PLAN

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

SHEET C2.01

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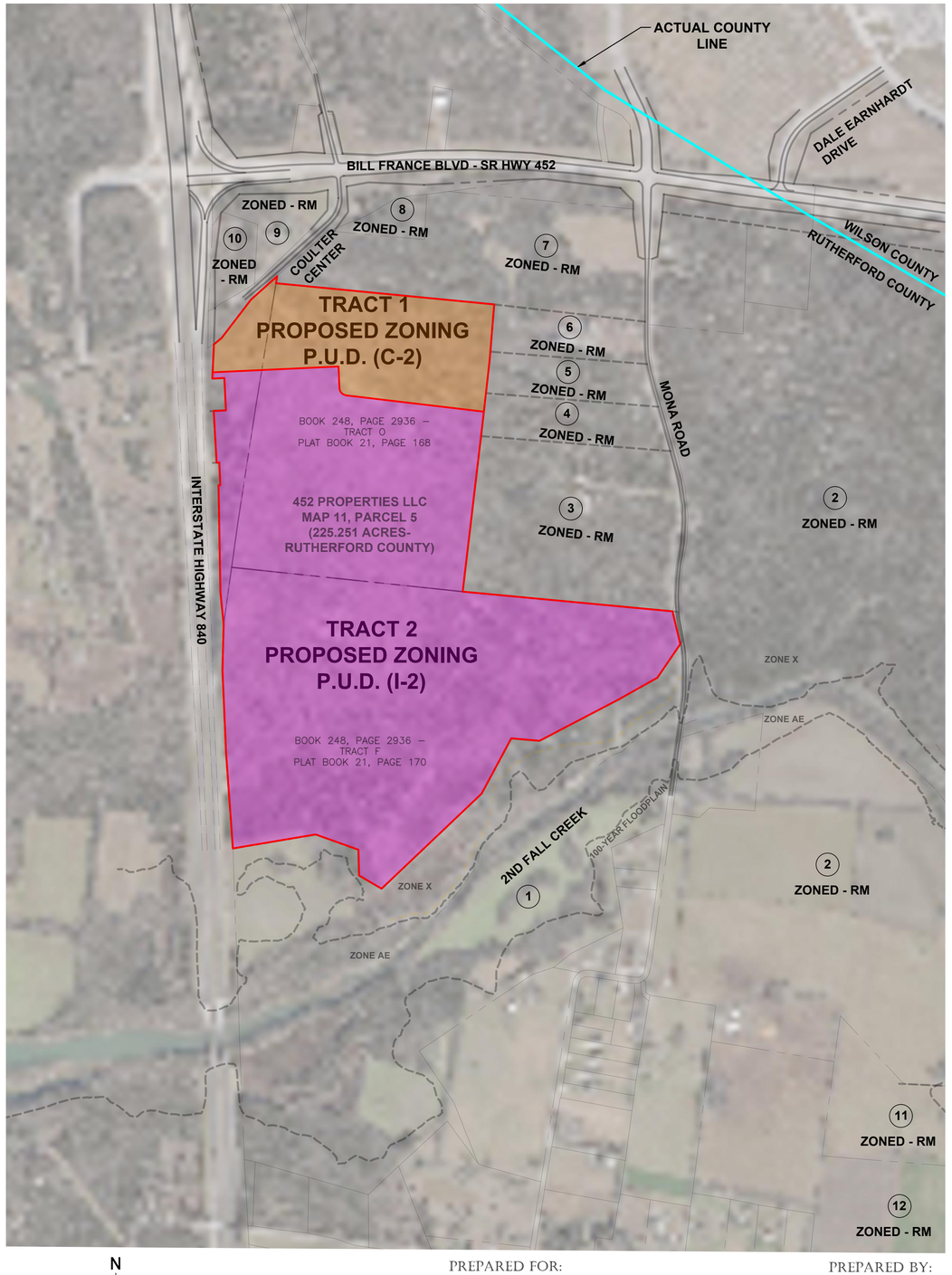
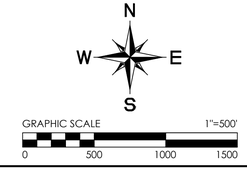
PROPOSED ZONING PLAN



VICINITY MAP

N.T.S

NO.	OWNER	ADDRESS	MAP	PARCEL
1	U.S. ARMY CORPS OF ENGINEERS	110 9TH AVE S, NASHVILLE, TN 37203	1	1.00
2	LOREN T RODEN	1283 TWELVE STONES CROSSING, GOODLETTSVILLE, TN 37072	11	17.00
3	NASHVILLE SPEEDWAY USA	909 SILVER LAKE BLVD, DOVER, DE 19904	11	4.03
4	CP LOGISTICS LEBANON VI LLC	MUSIC CIR SOUTH, STE 110, NASHVILLE, TN 37203	11	4.02
5	CP LOGISTICS LEBANON VI LLC	MUSIC CIR SOUTH, STE 110, NASHVILLE, TN 37203	11	4.01
6	FERNANDO MIXTECA	11853 MONA RD, MURFREESBORO, TN 37129	11	4.00
7	JAY BARRETT	9459 POWELLS CHAPEL RD, MURFREESBORO, TN 37129	11	2.00
8	NASHVILLE SPEEDWAY USA	909 SILVER LAKE BLVD, DOVER, DE 19904	9	3.00
9	TERRELL COULTER	110 COULTER CT, MURFREESBORO, TN 37129	12	12.01
10	HARSIMRANJEET KAUR	1629 EDEN ROSE PL, NOLENSVILLE, TN 37135	12	12.00
11	RICHARD BRADLEY	2456 DINKY LN, MURFREESBORO, TN 37129	11	17.02
12	RICHARD BRADLEY	2456 DINKY LN, MURFREESBORO, TN 37129	21	3.01
13	ROLLINS RES MARITAL TRUST	1131 N DUPONT HWY, DOVER, DE 19901	11	6.01
14	CONSOLIDATED UTILITY DISTRICT	709 NEW SALEM HWY, MURFREESBORO, TN 37129	21	9.01
15	HANNAH SANFORD	10343 POWELLS CHAPEL RD, LEBANON, TN 37090	11	16.03
16	JEANETTE CARTER	2808 HIGHWAY 16 EAST, CLINTON, AR 72031	11	16.05
17	RYAN HOLLINGSHEAD	7972 MONA RD, MURFREESBORO, TN 37129	11	16.02
18	RYAN HOLLINGSHEAD	10551 POWELLS CHAPEL RD, LEBANON, TN 37090	11	16.01
19	CLINTON FINLEY	10500 POWELLS CHAPEL RD, LEBANON, TN 37090	11	15.00
20	HOLLINGSHEAD LAND LLC	1136 2ND AVE N, NASHVILLE, TN 37208	11	13.00
21	JOHN BLACK	10740 POWELLS CHAPEL RD, LEBANON TN 37090	11	13.01
22	452 PROPERTIES LLC	1730 FEDERAL HWY PMB377, DELRAY BEACH, FL 33483	11	6.00
23	MICHAEL HOLLINGSHEAD	4472 HICKORY GROVE RD, MURFREESBORO, TN 37129	21	6.00
24	MIDDLE TENNESSEE ELECTRIC	555 NEW SALEM HWY, MURFREESBORO, TN 37129	11	6.02
25	CURTIS FURLOW	30 WHIPPOORWHILL RD, LEBANON, TN 37090	11	10.03
26	CHARLES STINNETT	11241 POWELLS CHAPEL RD, LEBANON, TN 37090	11	9.00
27	CHARLES PHELAN	11275 POWELLS CHAPEL RD, LEBANON, TN 37090	11	7.02
28	GAIL TUNE	2611 MORGAN RD, MURFREESBORO, TN 37129	11	7.03
29	CONNIE JACKSON	11347 POWELLS CHAPEL RD, LEBANON, TN 37090	11	7.05
30	PATRICK BALES	9438 POWELLS CHAPEL RD, MURFREESBORO, TN 37129	11	7.00
31	HOUSTON GARVIN	1111 COUCHVILLE PIKE, MT. JULIET, TN 37122	11	7.07
32	KEVIN BERTA	830 FALL CREEK RD, LEBANON, TN 37090	11	7.06
33	HOUSTON GARVIN	1111 COUCHVILLE PIKE, MT. JULIET, TN 37122	11	7.12
34	DIANNE SANCHEZ	1111 COUCHVILLE PIKE, MT. JULIET, TN 37122	11	7.09
35	CHRISTOPHER GARVIN	11437 POWELLS CHAPEL RD, LEBANON, TN 37090	11	7.11
36	LITTLE JONES	11471 POWELLS CHAPEL RD, LEBANON, TN 37090	11	7.10
37	CEMETERY	COURTHOUSE, MURFREESBORO, TN 37130	11	9.01



PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

PREPARED BY:

GMcivil
Engineering & Surveying
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817-329-4373
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FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
PROPOSED ZONING PLAN
SITUATED IN THE TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
Date: October 2025

SHEET C2.02

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TRACT 1 DEVELOPMENT STANDARDS

C-2 GENERAL COMMERCIAL DISTRICT

Tract 1 is approximately 34.3 acres. The proposed C-2 General Commercial District tract will be commensurate with the Town of Smyrna Future Land Use and Comprehensive Plan for the 840 Gateway. This district will provide adequate space in appropriate locations for uses that serve the needs of the motoring public. Moderate and large sized offices, general retail, businesses, transient sleeping accommodations, and eating and drinking establishments will characterize this district. In addition, commercial trade and service uses are permitted if necessary to serve the recurring needs of persons frequenting the district. Community facilities and utilities necessary to serve the district or those which are necessary for the general community welfare are also permitted. Bulk limitations required of uses in this district, in part, are designed to maximize the compatibility with lesser intense use of land or building in proximate residential districts. The C-2 district shall be located along major traffic arteries and situated near a major transportation interchange as shown on the associated zoning documents for the PUD, in clustered development patterns. All development within Tract 1 shall conform to the following standards:

Uses Permitted

All uses permitted in C-1 Central Business District of the Town of Smyrna Zoning Ordinance are allowed in this district as well as the following uses:

1. Government administrative services.
2. Cultural and recreational services.
3. Essential public transport, communication, and utility services.
4. Building materials and farm equipment sales.
5. Contract construction services provided there is no outdoor storage.
6. Convenience retail sales and services.
7. Consumer repair services.
8. Entertainment and amusement services.
9. Financial, insurance, real estate, and consulting services.
10. Food and beverage services.
11. Food service; take out.
12. Animal care and veterinarian services provided there is no outside housing of animals.
13. General business services.
14. General personal services.
15. General retail trade.
16. Professional services - medical
17. Professional services - non medical.
18. Transient habitation; hotels, motels, tourist homes or courts.
19. Religious facilities.
20. Education facilities.
21. Signs as regulated by Town ordinance.
22. Community assembly.
23. Health care facilities.
24. Intermediate impact facilities.
25. Day Care Centers.
26. Family and Group Care Facilities.
27. Nursing Homes.
28. Retails Sales of Alcoholic Beverages.

Uses Permitted as Special Exceptions

In the C-2, General Commercial District, the following uses and their accessory uses may be permitted as special exceptions after review and approval in accordance with ARTICLE VII, Section 7.060 of the Town of Smyrna Zoning Ordinance.

1. Transient habitation; Sporting and recreational vehicle camps.
2. Group assembly, other than racetracks and drag strips.
3. Car Washes and Automobile Detailing.
4. Microbrewery/Microwinery/Microdistillery

Uses Prohibited:

Industrial uses; warehousing and storage uses, except those which are located within and incidental to permitted uses; or specifically allowed as special exceptions; truck terminals; junkyard, including automobile wrecking and salvage; specialized tobacco or smoke shop, including vape shop, or any business that devotes more than 25% of its floor space to the sale of tobacco products; self-service storage facilities; adult-oriented establishments; auto towing services; mobile home park; residential activity uses, except those listed under Uses Permitted and Uses Permitted as Special Exception; uses not specifically permitted or uses not permitted upon approval as a special exception.

Dimensional Regulations:

All uses permitted in the C-2, General Commercial District shall comply with the following requirements except as provided in ARTICLE VI of the Town of Smyrna Zoning Ordinance.

1. Minimum Lot Size: 20,000 square feet

2. Minimum Yard Requirements:

   Front Setback - 35 Feet
   Side Setback - 15 Feet
   Rear Setback - 20 Feet

3. Maximum Lot Coverage: On any area or parcel of land, the area occupied by all buildings including accessory buildings shall not exceed seventy (70) percent of the total area of such lot or parcel.

4. Height Requirements: No building shall exceed forty (40) feet in height, except as provided in Article VI, Section 6.050 Town of Smyrna Zoning Ordinance. In no case shall the F.A.A. glide path building height restrictions be exceeded.
5. Parking Space Requirement: As regulated in Article IV, Section 4.010 Town of Smyrna Zoning Ordinance.

Special Provisions:

1. All common open space, conservation areas, or areas reserved for storm water detention shall be maintained by an established property owner's association or individual lot or parcel owner.
2. A minimum of 15% of the gross acreage of Tract 1 shall be set aside as common open space. This space may be unimproved and passive in nature and could include steep slopes, floodplains, other natural features, or stormwater management areas.
3. Landscape Buffer Strips adjacent to residential uses shall comply with ARTICLE III - Section 3.110 of the Town of Smyrna Zoning Ordinance. Existing vegetation that provides a natural screen can be preserved for a minimum width of 15 feet, in lieu of the buffer strip. However, areas of the natural buffer strip should be supplemented per the Type C buffer planting requirements to achieve adequate screening for the adjacent property.

PREPARED FOR:

HILLWOOD INVESTMENT PROPERTIES
A PEROT COMPANY

PREPARED BY:

GM civil
Engineering & Surveying
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817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
TRACT 1 BULK REGULATIONS
C-2 GENERAL COMMERICAL DISTRICT

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

SHEET C2.03

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TRACT 2 DEVELOPMENT STANDARDS

I-2 LIGHT INDUSTRIAL DISTRICT

Tract 2 is approximately 190.95 acres. The proposed I-2 Light Industrial District tract will be commensurate with the Town of Smyrna Future Land Use and Comprehensive Plan for the 840 Gateway character area. This district supports a wide range of industrial and related uses which conform to a high level of performance standards. New residential development is excluded from this district. Community Facilities which provide needed services to industrial development are permitted. All development within Tract 2 shall conform to the following standards:

Uses Permitted

In the I-2 Light Industrial District, the following uses and their accessory uses are permitted:

1. Warehousing, good transport and storage (includes truck terminals and refrigerated warehousing)
2. Wholesale sales
3. Limited manufacturing
4. Intermediate manufacturing
5. Animal care and veterinary services
6. Essential public transport, communication, and utility services
7. Signs as regulated by Town ordinance
8. Plant and forest nurseries
9. Building materials and farm equipment sales
10. Dairies and truck gardens
11. Auto towing services

Uses Permitted as Special Exceptions

1. Group assembly, other than racetracks (auto, motorcycle, dog, and horse) and drag strips
2. Food and beverage service
3. Food service take-out
4. Commercial recreation
5. Contract construction services
6. Consumer repair services
7. Intermediate impact facilities
8. Government administrative services
9. Automotive service and repair, except for auto towing services
10. Convenience commercial
11. General business service
12. General personal service
13. General retail trade
14. Religious facilities

Uses Prohibited:

Uses not specifically permitted or uses not permitted upon approval as a special exception.

Dimensional Regulations:

All uses permitted in the I-2, Light Industrial District shall comply with the following requirements except as provided in ARTICLE VI, Section 6.020 (Non-conforming uses) of the Town of Smyrna Zoning Ordinance.

1. Minimum Lot Size: No minimum lot size is required in the I-2 District

2. Minimum Yard Requirements:

   Front Setback - 60 Feet
   Side Setback - 30 Feet
   Rear Setback - 30 Feet

3. Maximum Lot Coverage: On any area or parcel of land, the area occupied by all buildings including accessory buildings shall not exceed fifty (50) percent of the total area of such lot or parcel.

4. Height Requirements: No building shall exceed sixty (60) feet in height. No building shall exceed the F.A.A. glide path restrictions, except as provided in Article VI, Section 6.050 Town of Smyrna Zoning Ordinance.

5. Parking Space Requirement: As regulated in Article IV, Section 4.010 Town of Smyrna Zoning Ordinance.

Special Provisions:

1. All common open space, conservation areas, or areas reserved for storm water detention shall be maintained by an established property owner's association or individual lot or parcel owner.
2. A minimum of 15% of the gross acreage of Tract 2 shall be set aside as common open space. This space may be unimproved and passive in nature and could include steep slopes, floodplains, other natural features, or stormwater management areas.
3. Point of access for vehicles onto a street shall generally not exceed forty-five (45) feet in width, unless a site specific condition exists for a user requiring multiple lanes of ingress/egress for gated entries/exits, or as determined by a traffic impact analysis to provide adequate level of service for ingress/egress for a specific facility.
4. Landscape Buffer Strips adjacent to residential uses shall comply with ARTICLE III - Section 3.110 of the Town of Smyrna Zoning Ordinance. Existing vegetation that provides a natural screen can be preserved for a minimum width of 20 feet, in lieu of the buffer strip. However, areas of the natural buffer strip should be supplemented per the Type D buffer planting requirements to achieve adequate screening for the adjacent property. No berm is required when supplementing a natural buffer.

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FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
TRACT 2 BULK REGULATIONS
I-2 LIGHT INDUSTRIAL DISTRICT

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

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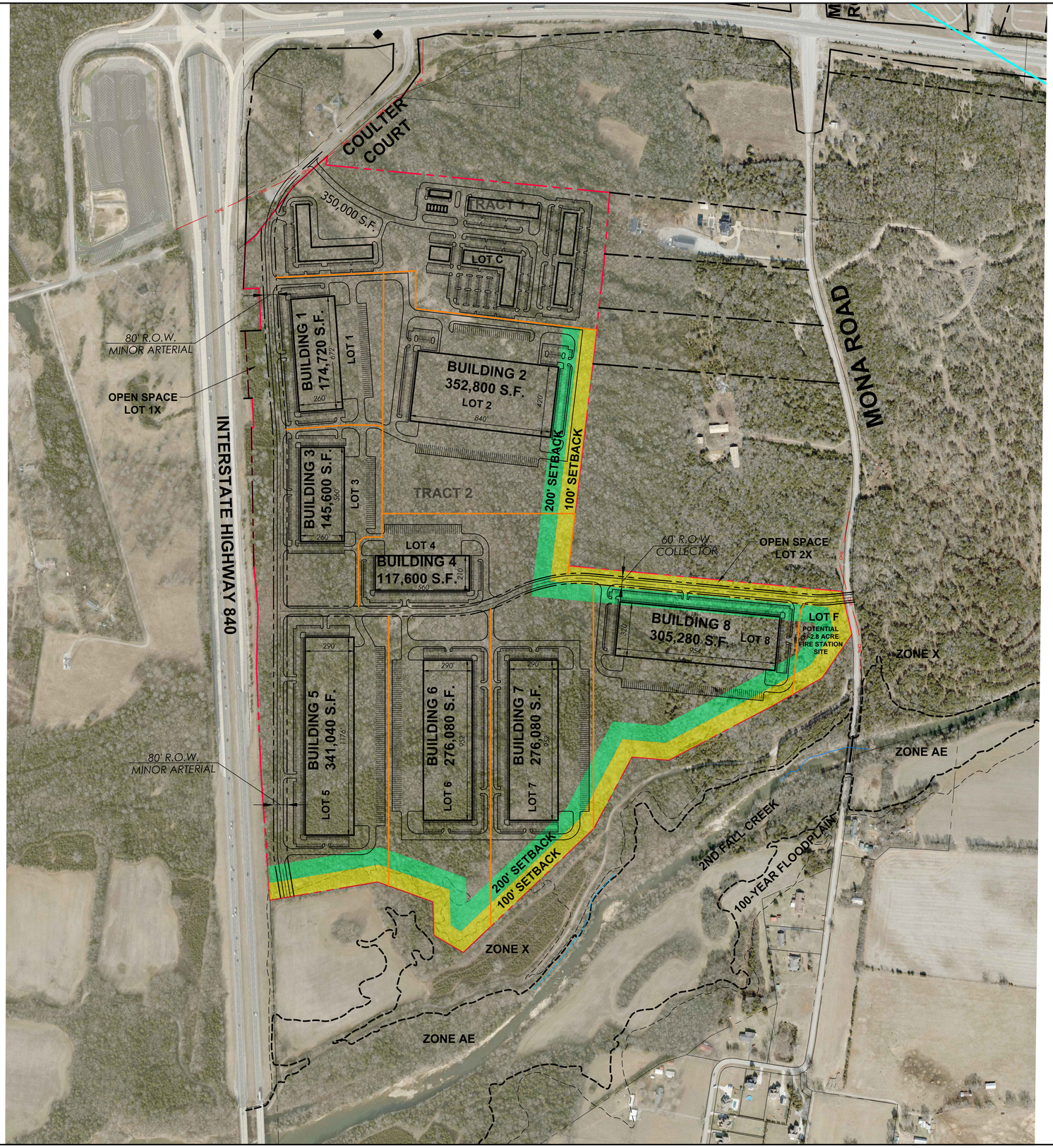

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GRAPHIC SCALE 1"=300'
0 300 600 900

LEGEND

MAXIMUM 40' BUILDING HEIGHT ZONE

MAXIMUM 50' BUILDING HEIGHT ZONE

NOTE: ALL OTHER AREAS ARE SUBJECT TO A MAXIMUM 60' BUILDING HEIGHT ZONE

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PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
I-2 LIGHT INDUSTRIAL
BUILDING HEIGHT SETBACK ZONES
SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

SHEET C2.05

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I-2 INDUSTRIAL ARCHITECTURAL STANDARDS

1) All buildings in the I-2 Industrial zone of the Fall Creek Commerce Center shall be designed and constructed in conformance with the latest Town of Smyrna Design Review Ordinance and its Amendments.
2) Typical construction shall be as depicted in the attached renderings, which is painted concrete tilt wall panels with glass storefronts and architectural metal panel awnings at the office corners.
3) Loading docks and side walls shall have architectural reveals and color breaks to avoid long, uninterrupted spans of blank walls.
4) Glass storefront mullions and the architectural panel canopies shall either be clear anodized or dark bronze finish.

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FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
ARCHITECTURAL STANDARDS
SITUATED IN THE TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
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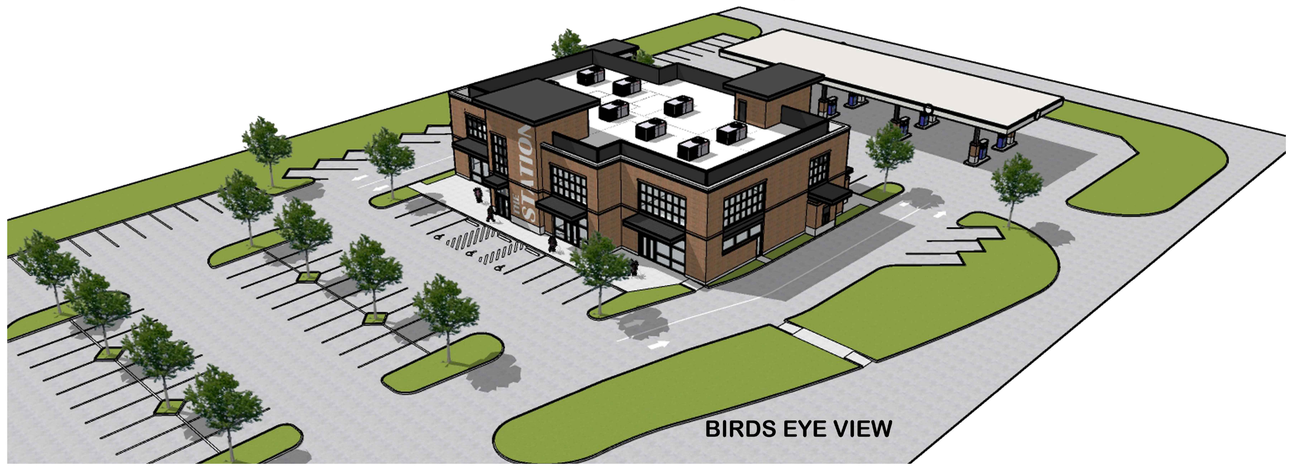

C-2 COMMERCIAL ARCHITECTURAL STANDARDS

1) All buildings in the C-2 Commercial zone of the Fall Creek Commerc Center shall be designed and constructed in conformance with the latest Town of Smyrna Design Review Ordinance and its Amendments.
2) 75% of any building facade facing a public street must contain the following primary exterior materials: Brick, Stone, and Glazing
3) 50% of the entire building is required to be finished with the primary exterior materials.
4) Secondary exterior materials are tile, stucco, EIFS, architectural pre-cast, ground-face masonry, and engineered fiber-cement.
5) Accent materials are standard block, metal, vinyl, and any other material not listed. No more than 10% of the building exterior shall contain accent materials.

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INVESTMENT PROPERTIES
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FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
ARCHITECTURAL STANDARDS
SITUATED IN THE TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
Date: October, 2025

SHEET C2.07

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Fall Creek Commerce Center
Signage Guidelines

General

This document describes types and sizes of signage to be used at Fall Creek Commerce Center, including monument signs, building wall mounted Tenant/ Company identification signs, directional signs, address signage, etc. In addition to complying with the requirements of this comprehensive signage package, ALL Tenant/ Company signage must be submitted to and approved by the Developer and Architectural Committee prior to installation. **All signage is to comply with the signage regulations of the authority having jurisdiction at the time of installation, with the exceptions outlined in these guidelines.** The included exhibits are drawings showing locations and graphic descriptions of the signs covered in this signage package.

Monument Signage

Tenant monument signs (specific to each building) will be permitted but must comply with parameters described below. It shall be composed of stone and painted concrete. Pro-Fit Ledgestone (Southwest Blend) by Boral, or similar, will be acceptable. Concrete sign panel to have reveals and shall be painted to match standard buildings colors. Building address panel to be 5'-6" tall x 10'-6" long, long located at the top of the sign and up to two (2) tenant identification panels, each measuring 9" tall by 114" wide. Subject to Developer/Architectural Committee's approval, a tenant identification panel may have a sign area larger than 9" by 114" by combining both panels, provided the total area of all panels does not exceed 24" tall x 114" long. Corporate/company logos designs and national branding using multiple colors shall be allowed with Architectural Committee's approval. Signs shall be externally illuminated with ground-mounted floodlights.

The minimum setback for placement of a monument sign within a lot is 10' from public right-of-way. The location of the monument sign shall not obstruct or interfere with the visibility or effectiveness of any traffic control sign or driver vision from any access point. Refer to the visibility requirements governed by the local authority having jurisdiction. The placement of all monument signs is subject to review and approval of the Developer/Architectural Committee.

Each building is permitted one monument sign for each access drive serving that building. If an access drive is shared by two buildings, then a monument sign is allowed on each side of that shared access drive. The location of monument signs is determined by the Developer/Architectural Committee and will adhere to the guidelines in this document.

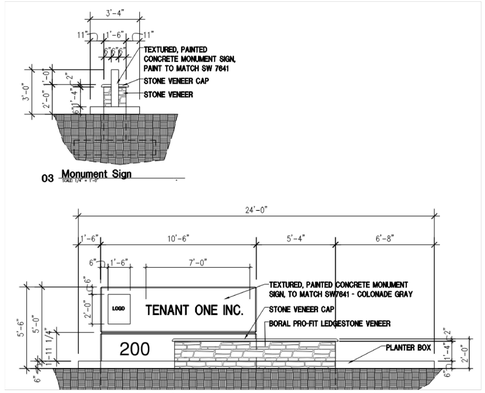

Figure 1 – Building Monument Sign with one tenant

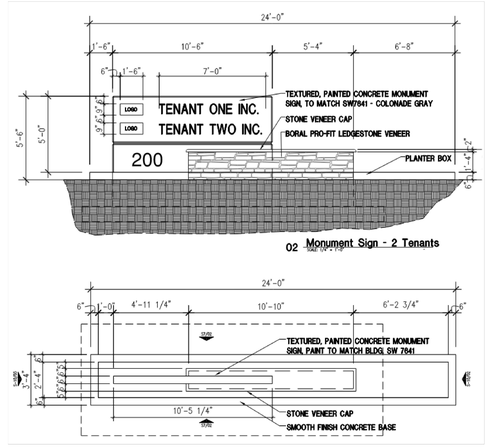

Figure 2 – Building Monument Sign with two tenants

Tenant/ Company Identification Signage- Wall Mounted

Wall mounted Tenant/ Company identification signs shall be mounted with concealed fasteners on the building wall and located above or adjacent to the entrance of the Tenant/ Company space. Identification signs shall be limited to approved Tenant/Company logos, Tenant/Company name, and/or business/3PL customer entity only. The maximum height for lettering (letters and numbers) shall be 24" unless specifically approved by Developer/Architectural Committee. Wall mounted signage in the Industrial district cannot be illuminated, either internally or externally, unless specifically approved by Developer/Architectural Committee.

If allowed by Developer/Architectural Committee, illuminated signs shall be individual channel letters and logos with minimum 0.080" thick aluminum channels and trim cap (color to be black unless approved otherwise by Developer/Architectural Committee) with 1/8" thick acrylic plastic face (color to

be approved by Developer/Architectural Committee). Box signs may be acceptable subject to Developer/Architectural Committee approval. All corners shall be continuously welded. Light source to be standard neon or LED located entirely within the channel letter or logo with concealed ballast. Weep holes must have light-blocking caps. Exterior raceways are not permitted without written approval from Developer/Architectural Committee. Wiring to signs to be run on inside face of wall panel with cored penetrations into each letter or logo. The size, color, and configuration of Tenant/ Company logos must be approved by the Developer/Architectural Committee. In no case shall the logo extend beyond the limits of the allowable signage zone shown below in Figure 3.

Within the Industrial district, Tenant/ Company Identification Signage shall be located entirely within the signage zone indicated in Figure 3 below, and the total signage area shall not exceed 125 SF or the maximum allowed by local code. Within the Commercial district, Tenant/ Company Identification Signage shall be located near/above the primary Tenant entrance, and the total signage area shall not exceed that allowed by local code.

Figure 3 – Allowable area for wall-mounted tenant/company identification signs in the Industrial district.

Directional Signs (Industrial district only)

Directional Signs shall have a concrete base and match general look of the building as shown below. Graphics shall be limited to required text and directional arrows only. Directional signage shall be at the sole cost and responsibility of individual lot owners and shall not be placed in Common Area or Public Right of Way without the prior written approval of the Architectural Committee.

Temporary signage used to promote new business location, hiring, and/or directions is prohibited without the prior written approval of the Architectural Committee. All expenses to remove unapproved temporary signage will be assessed to individual lot owners where the new business is located.

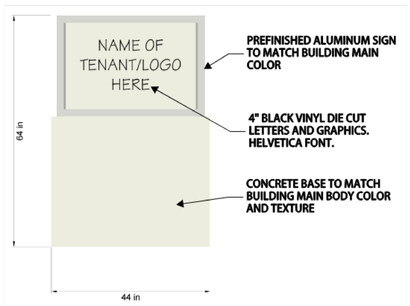

Figure 4 – Directional Signage (Industrial district only)

Address Signage

Address Signage: Each building shall have the street address number located at the building corner as shown below.

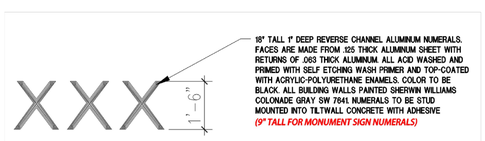

Figure 5 – Address Signage

Suite Number Signage and Business Information Signage

Suite Number Signage: Each suite shall have signage identifying the suite number assigned to that space. Suite Number Signage shall be installed on the exterior face of the glass transom above the primary entrance to the space as shown below.

Business Information Signage: Business information signage, such as business hours, etc., may be installed as shown below. Business Information Signage shall be limited to text only, in size and location shown on the exterior face of the glass adjacent to the strike side of main entrance door only.

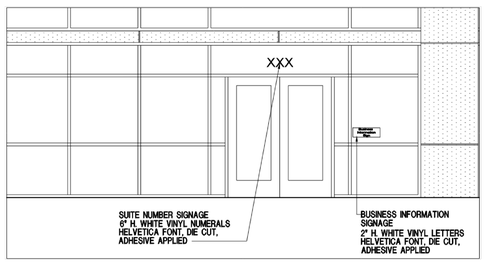

Figure 6 – Suite Number and Business Information Signage

Dock Signage, Dock Door Numbers, and Exterior Personnel Door Signage

Dock Signage: When approved by Developer/Architectural Committee, dock signage consisting of functional identification of a dock area, such as "Receiving" or "Shipping" shall be permitted as shown below. Graphics shall be limited to text only.

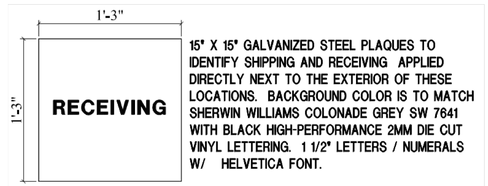

Figure 7 – Dock Signage

Dock Door Numbers: Each dock door shall have a number mounted on the wall or face of canopy above the door as shown below. Door numbers and sequencing shall be determined by Developer/ Architectural Committee.

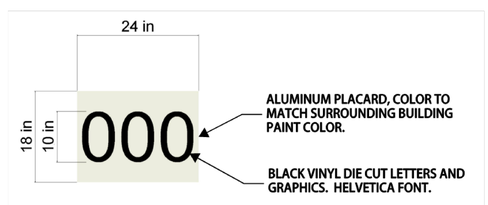

Figure 8 – Dock Door Numbers (Industrial district only)

Exterior Personnel Door Signage: Signs identifying specific rooms such as "Shipping Office" or "Fire Pump Room" shall be as shown below.

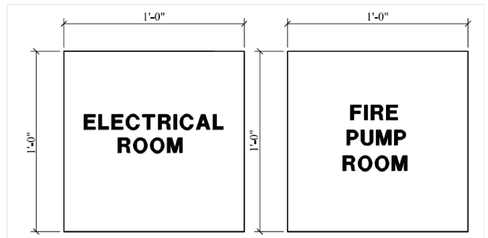

Figure 9 – Exterior Personnel Door Signage

End of Document

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817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

PREPARED FOR:

HILLWOOD INVESTMENT PROPERTIES
A PEROT COMPANY

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
SIGNAGE STANDARDS
SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October, 2025

SHEET C2.08

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DEVELOPMENT REGULATIONS

The Subdivision Regulations, Zoning Ordinance, Land Development Handbook, and the Design Review Manual for the Town of Smyrna shall apply to development of the Property, except as modified as herein. Permitted uses shall be use-by-right; conditional uses shall require a special exception approval from the Town of Smyrna Board of Zoning Appeals in accordance with the Town of Smyrna Zoning Ordinance Article VII, Section 7.060.

MASTER DEVELOPMENT PLAN

The Fall Creek Commerce Center Planned Unit District consists of two tracts as shown in the supporting rezoning documents in Appendix A. Tract 1 and Tract 2 are sub-districts of the PUD with defined uses and bulk regulations that are intended to create an integrated development of district uses spatially located to ensure compatibility and to provide services and goods to the general public. It is anticipated that a maximum building area of 350,000 square feet will be developed for Tract 1, and a total maximum building area of 2,500,000 square feet for Tract 2.

Developer shall prepare and record Covenants, Conditions, & Restrictions (CCRs) commensurate with site plan and subdivision platting approval.

TRANSPORTATION & ROAD IMPROVEMENTS

Major access to the Fall Creek Commerce Center PUD is provided by Interstate 840 and U.S. Hwy 231 to Bill France Boulevard - S.R. Hwy 452, which is a principal arterial roadway on the Town of Smyrna Major Thoroughfare Plan. Tract 1 & Tract 2 have access to existing Coulter Court to Bill France Boulevard. Per the Town of Smyrna Major Thoroughfare Plan, Coulter Court is planned to be revised to a Minor Arterial Roadway as an eighty (80) foot wide right-of-way and thirty-six (36) feet of pavement to accommodate two lanes of traffic with a continuous turn lane. This Minor Arterial Roadway is provided on the Site Plan portion as shown on the supporting rezoning drawings. The developer of Fall Creek Commerce Center will be responsible for dedication of the right-of-way and construction of the minor arterial roadway through the subject property. An east-west collector road with a sixty (60) foot right-of-way and thirty-six (36) feet of paving is proposed to connect between existing Mona Road and the Minor Arterial.

Traffic studies shall be provided at time of site plan or subdivision plat review per the Town of Smyrna Zoning Ordinance ARTICLE III, Section 3.200.E.

The developer is sensitive to the Town of Smyrna concerns for increased traffic, specifically truck traffic on Mona Road. As part of the development, the developer commits to providing signage and other traffic control to direct trucks from the planned industrial facilities to Bill France Boulevard, and avoid truck traffic going south on Mona Road over Fall Creek towards the existing residential communities on the south side of Fall Creek. The developer has discussed the general traffic impacts for the PUD with TDOT, Rutherford County, Wilson County, and the Town of Smyrna and is committed to constructing improvements for roadway capacity and adequate level of service, such auxiliary lanes and traffic signals as determined or warranted by a traffic impact analysis.

ENTRY FEATURES/MONUMENTATION/SIGNAGE

Entry features, monumentation, and signage shall match the architecture of the development, and be coordinated with the landscaping for the project. Any freestanding sign constructed within the development shall be constructed in a monument style, that is, signs that have a skirt or dressed base enclosing the structural members that support the sign. Such skirting or dressing shall mean the enclosing of the structural members with material such as brick, stone, or decorative masonry. Any temporary sign must be approved by the proper permitting process before being installed. Any wall mounted signs will be required to be designed appropriately to match the exterior of the applicable building. The requirements for all signs within the PUD shall be governed by the requirements of the Town of Smyrna Sign Ordinance and as modified per the signage standards included in the PUD.

ARCHITECTURAL REQUIREMENTS

All construction within the Fall Creek Commerce Center PUD shall comply with the requirements of the Town of Smyrna Zoning Ordinance, Subdivision Regulations, Design Review Manual, Land Development Handbook, and the standards contained herein.

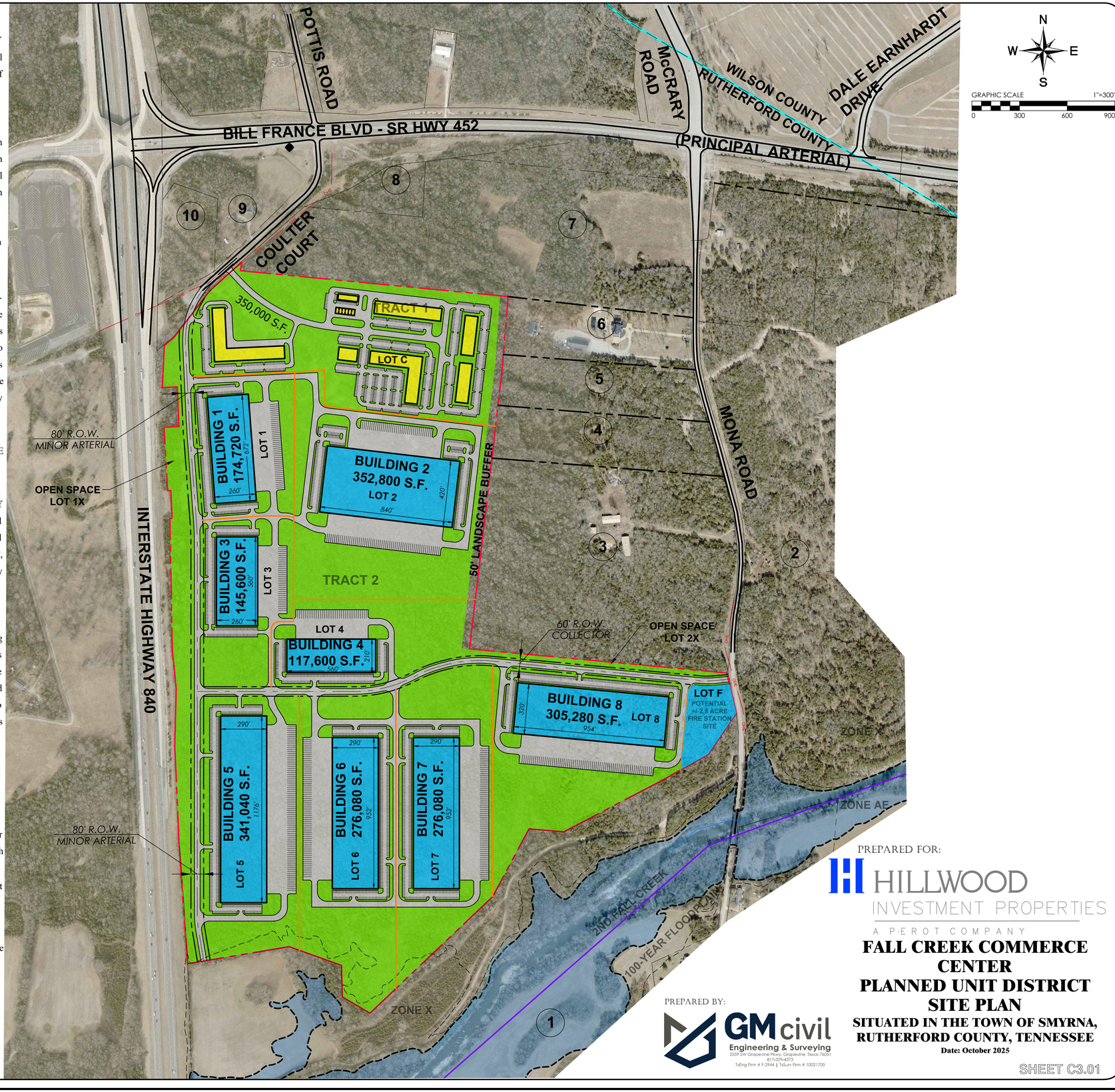
EXTERIOR LIGHTING

All exterior lighting within the Fall Creek Commercial Center PUD must conform with the Town of Smyrna lighting regulations for the I-2 Tract 2, including height of the pole mounted fixture, the use of 90-degree fixtures, and proper lighting luminaires for each area to be served. Lighting for the I-2 Tract 2 shall not exceed thirty-five (35) feet in height.

Lighting for the C-2 Tract 1 shall not exceed a pole height of twenty-two (22) feet in height. No light pollution on adjacent properties is allowed. The style of fixtures shall be compatible with the character of the commercial buildings.

EMERGENCY/FIRE SERVICES

As part of Fall Creek Commercial Center PUD, the developer will coordinate with the Town of Smyrna to provide an approximate 3.0 acre site as shown, to increase the Town of Smyrna's emergency response and fire services for the 840 Gateway.



PREPARED FOR:

HILLWOOD INVESTMENT PROPERTIES
A PEROT COMPANY

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
SITE PLAN

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

PREPARED BY:

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SHEET C3.01

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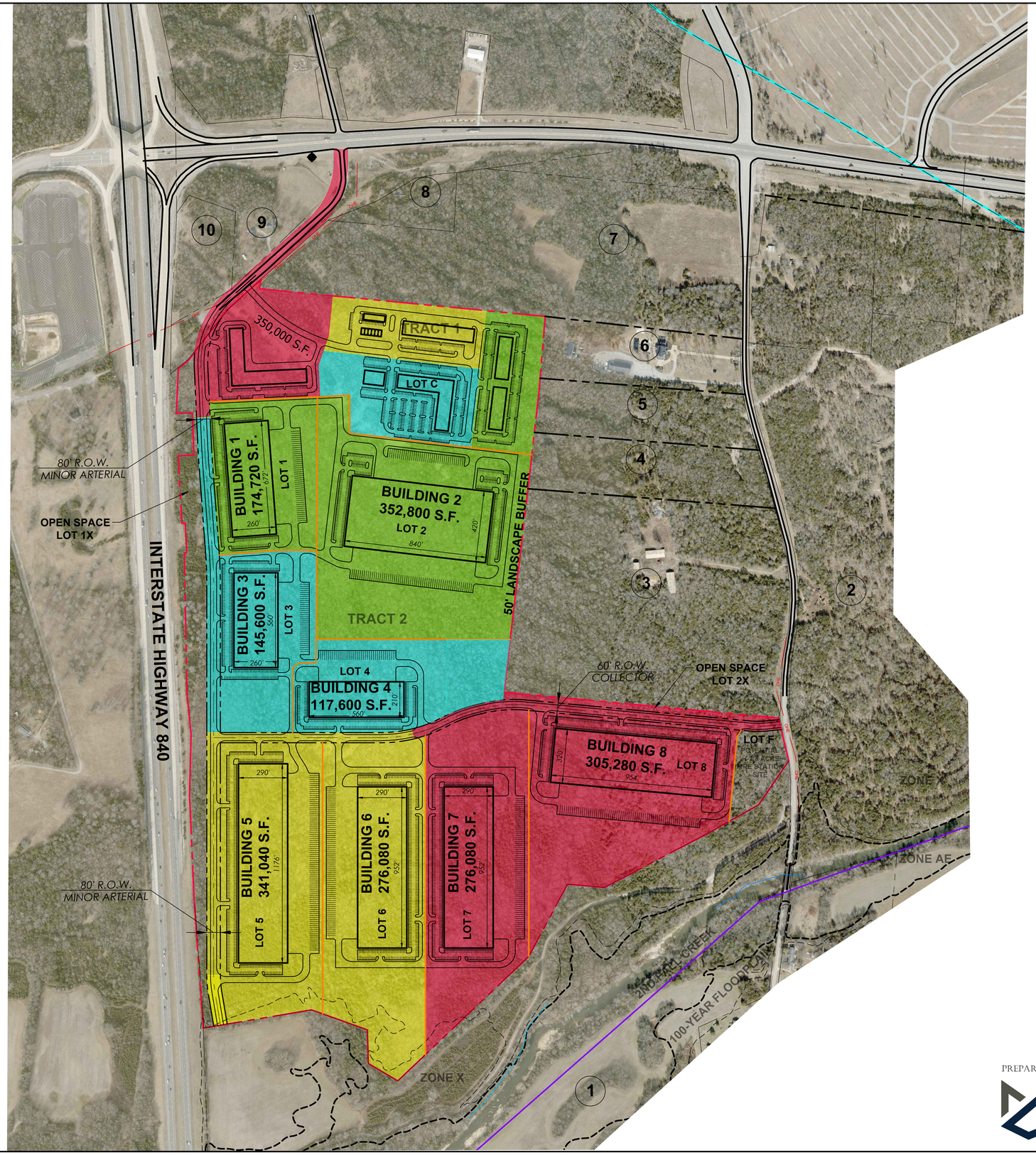

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CONSTRUCTION SCHEDULE/PHASING

Development and construction of the Fall Creek Commercial Center PUD will be dictated by market conditions, and completion of water, sewer, and gas infrastructure to serve the development. However, it is generally anticipated that the building construction schedule will be as indicated. Fall Creek Commercial Center PUD is anticipated to take ten or more years for build out, with an average 18-24 month duration between the start of each phase.

At the time of site plan for the respective phases, a traffic impact study shall be provided to demonstrate roadway capacity and level of service for intersections to determine the necessary roadway improvements. Should the results of the traffic impact study vary from the phase map provided requiring additional roadway improvements or connectivity, the traffic impact study recommendations shall govern.

FALL CREEK COMMERCE CENTER PUD SITE DATA

LOT NUMBER	LOT AREA (Ac.)	BUILDING NUMBER & TYPE	BUILDING AREA S.F.	CONSTRUCTION PHASE
C	32.23	TOTAL COMMERCIAL	350,000	
	-	HOTEL & RETAIL	100,000	PHASE 1
	-	RETAIL	30,000	PHASE 2
	-	HOTEL & RETAIL	70,000	PHASE 3
	-	REMAINDER COMMERCIAL	150,000	PHASE 4
F	2.78	FIRE STATION	-	
		INDUSTRIAL		
1	12.60	1	174,720	PHASE 4
2	33.29	2	352,800	PHASE 4
3	12.56	3	145,600	PHASE 3
4	13.89	4	117,600	PHASE 3
5	22.32	5	341,040	PHASE 2
6	25.23	6	276,080	PHASE 2
7	23.78	7	276,080	PHASE 1
8	24.89	8	305,280	PHASE 1
1X	8.39	OPEN SPACE	-	
2X	1.23	OPEN SPACE	-	
ROW	12.06	ROW	-	
TOTAL	225.25	TOTAL	1,989,200	

PREPARED FOR:

HILLWOOD INVESTMENT PROPERTIES

A PEROT COMPANY

FALL CREEK COMMERCE CENTER PLANNED UNIT DISTRICT PHASE MAP

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

PREPARED BY:

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SHEET C3.02

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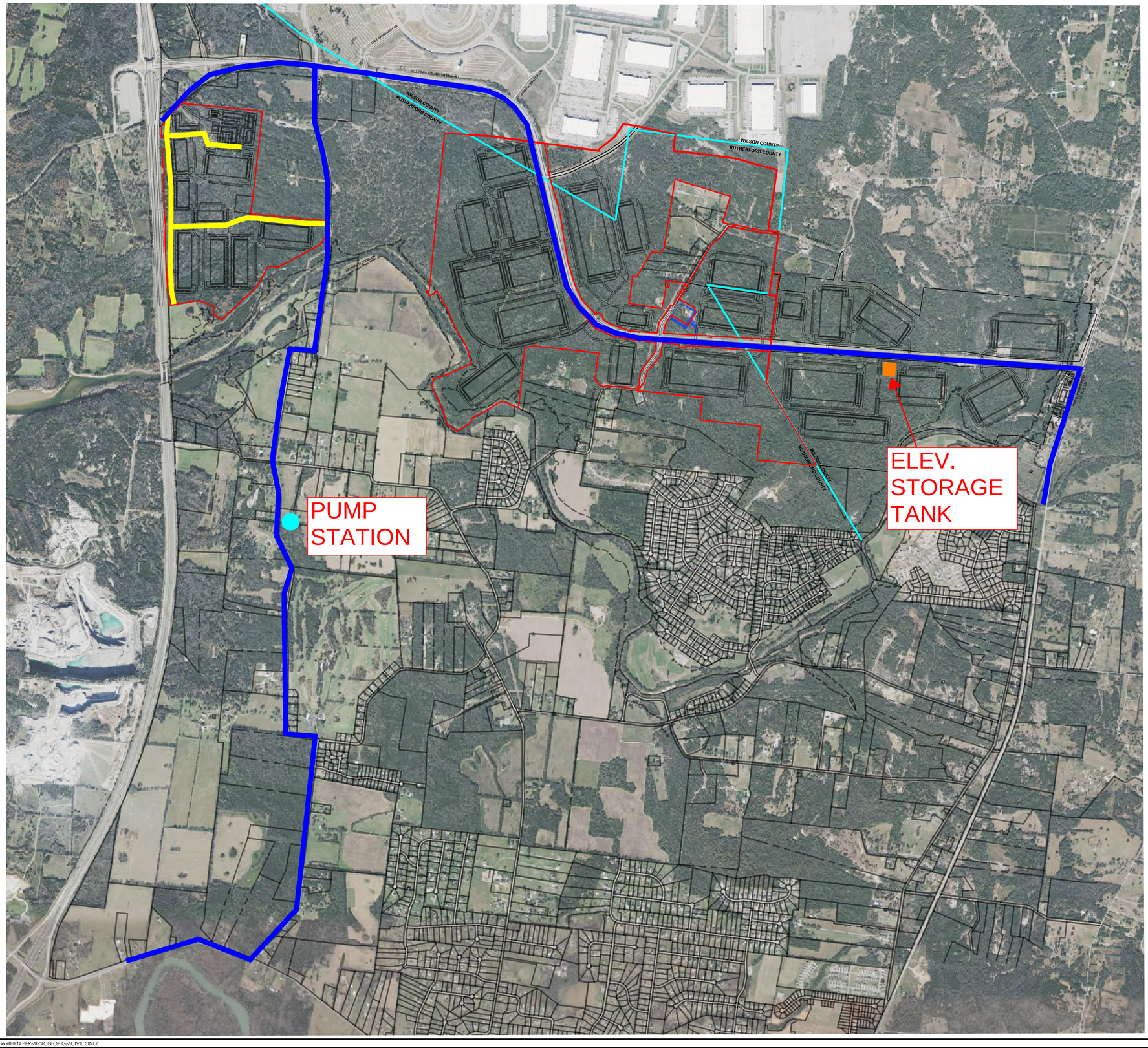

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GRAPHIC SCALE 1"=1000'
0 1000 2000 3000

LEGEND

DEVELOPER ON-SITE CUD WATER

OFF-SITE CUD WATER

ELEVATED STORAGE TANK

PUMP STATION

The minimum fire flow shall be 2,000 GPM at 20 PSI with a sprinkler reduction for the subject property.

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HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

WATER UTILITY LAYOUT
FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT

SITUATED IN THE

TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
DATE: OCTOBER 2025

SHEET C4.01

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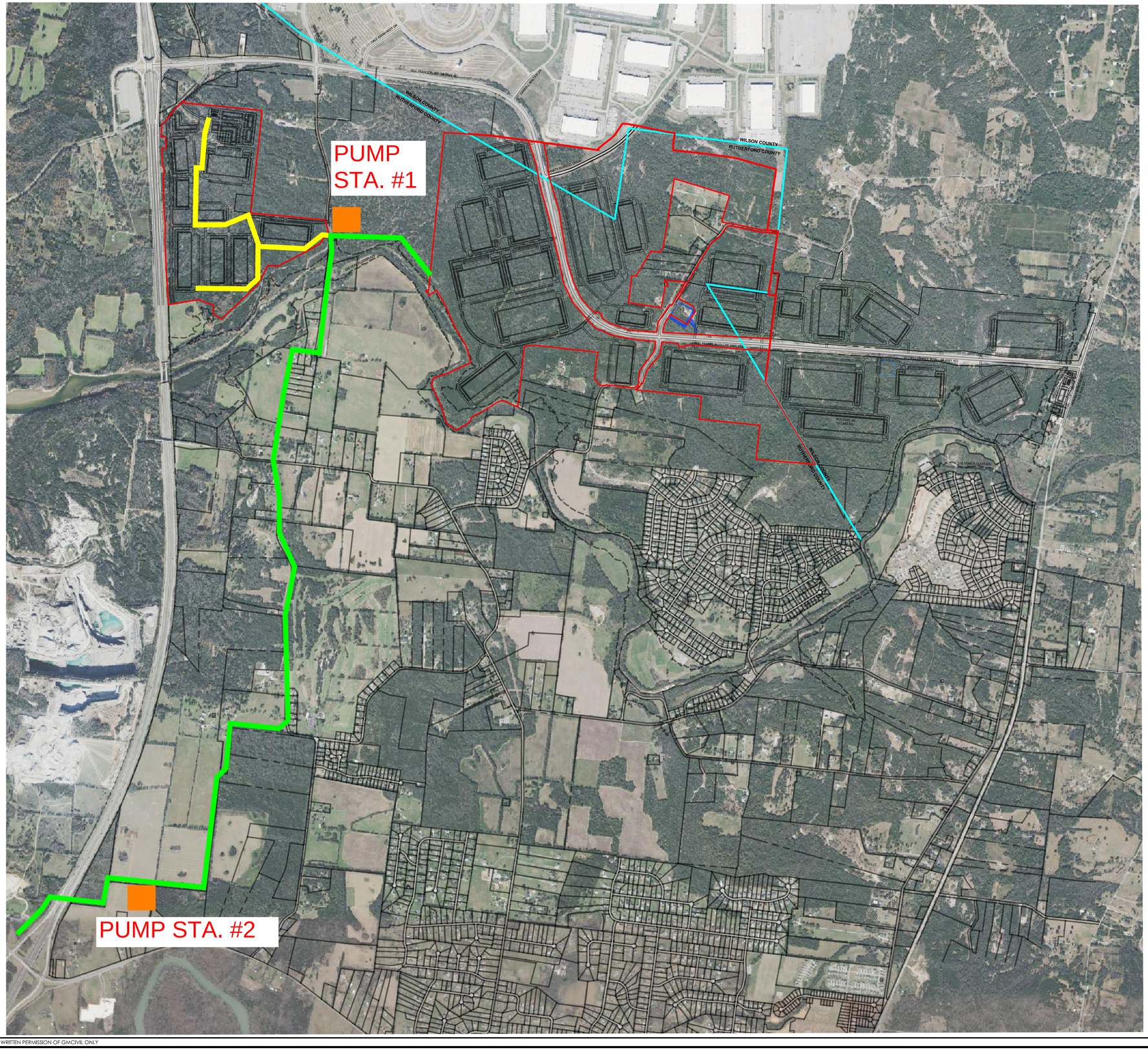

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GRAPHIC SCALE 1"=1000'
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LEGEND

DEVELOPER ON-SITE PUBLIC SEWER

OFF-SITE PUBLIC SEWER

PUMP STATION

PREPARED BY:

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PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

SEWER UTILITY LAYOUT
FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT

SITUATED IN THE

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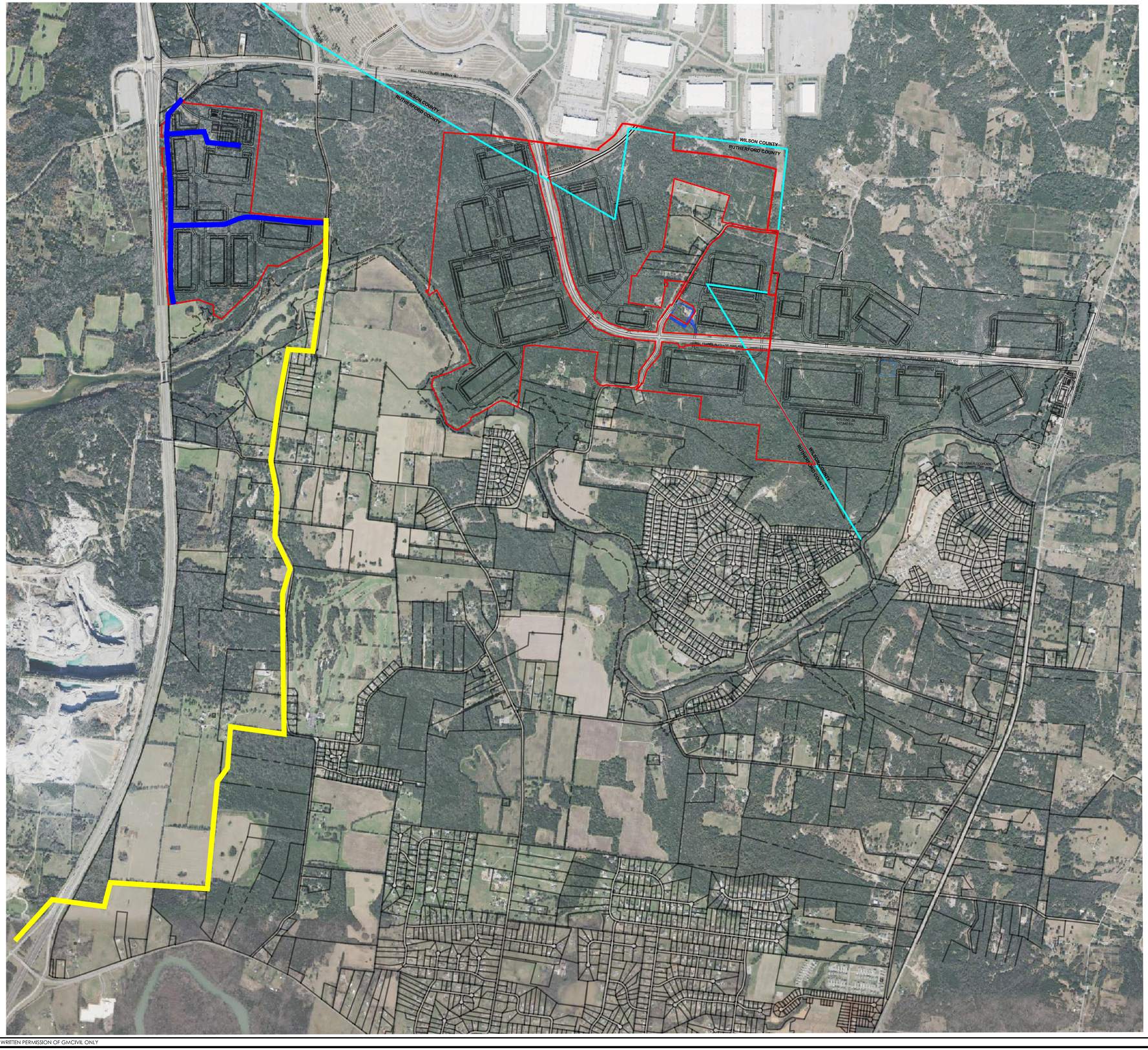

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GRAPHIC SCALE 1"=1000'
0 1000 2000 3000

LEGEND

DEVELOPER ON-SITE PUBLIC GAS

OFF-SITE PUBLIC GAS

PREPARED BY:

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817-329-4373
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A PEROT COMPANY

GAS UTILITY LAYOUT
FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT

SITUATED IN THE

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DATE: OCTOBER 2025

SHEET C4.03

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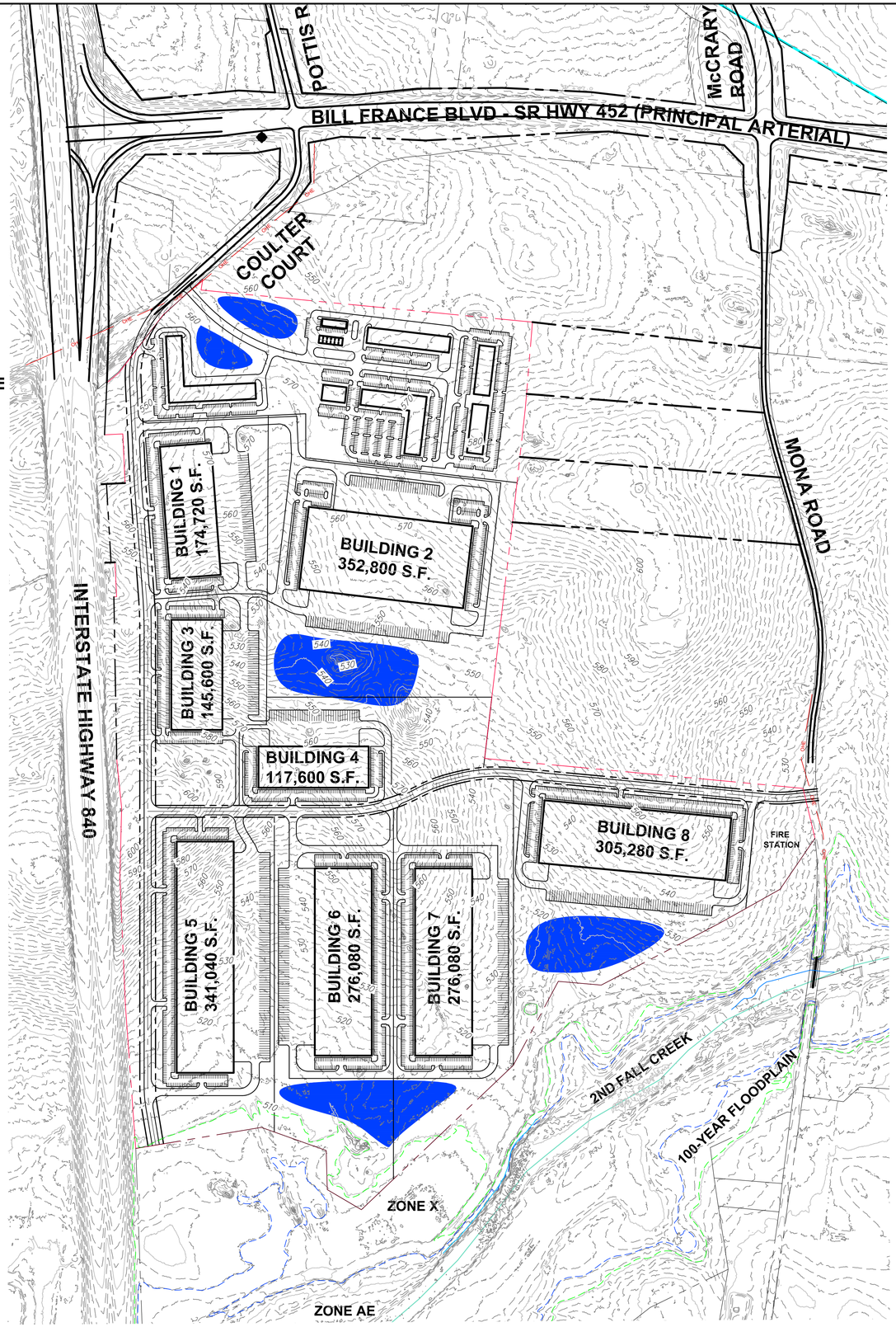
LEGEND

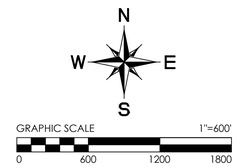
STORMWATER DETENTION

NOTES:

STORMWATER IMPROVEMENTS FOR FALL CREEK COMMERCE CENTER P.U.D. SHALL BE PROVIDED PER THE TOWN OF SMYRNA STORMWATER MANAGEMENT ORDINANCE AND THE TOWN OF SMYRNA SUBDIVISION REGULATIONS.

STORMWATER DETENTION LOCATIONS SHOWN ARE APPROXIMATE AND SUBJECT TO REVISION BASED ON A FINAL DRAINAGE/DETENTION ANALYSIS AND FINAL SITE PLANS.





FLOODPLAIN AND STORM WATER

The proposed Fall Creek Commerce Center PUD development shall be responsible for the installation of storm drainage facilities to serve the subject property. Detailed design of pipe systems, storm water detention facilities, and downstream analysis shall be provided at the time of site plan or subdivision plat review to the Town of Smyrna. Any stormwater detention facilties that are determined through final design will be designed to mitigate the 100-year frequency storm event for the proposed conditions to the pre-existing conditions discharge for the subject property.

Any floodplain reclamation from Fall Creek within the property will require a detailed hydrologic/hydraulic analysis and permitting through the Town of Smyrna, Rutherford County, and FEMA.

Construction storm water permits shall be obtained from TDEC and the Town of Smyrna prior to any earthwork activities on the subject property. Phases of construction that exceed 50 acres of disturbed area shall comply with the Tennessee General NPDES Permit No. TNR10000 Part 5.5.3.3.

On-site drainage systems will be provided to convey discharge to storm water detention facilities and adequate outfall locations.

The Fall Creek Commerce Center Developer will coordinate with the local residents to identify existing storm water and flooding issues along the SR 452/Fall Creek corridor, and determine if there are additional improvements that can potentially be made within the limits of the Fall Creek Commerce Center property to mitigate or improve the conditions.

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PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
STORMWATER EXHIBIT

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

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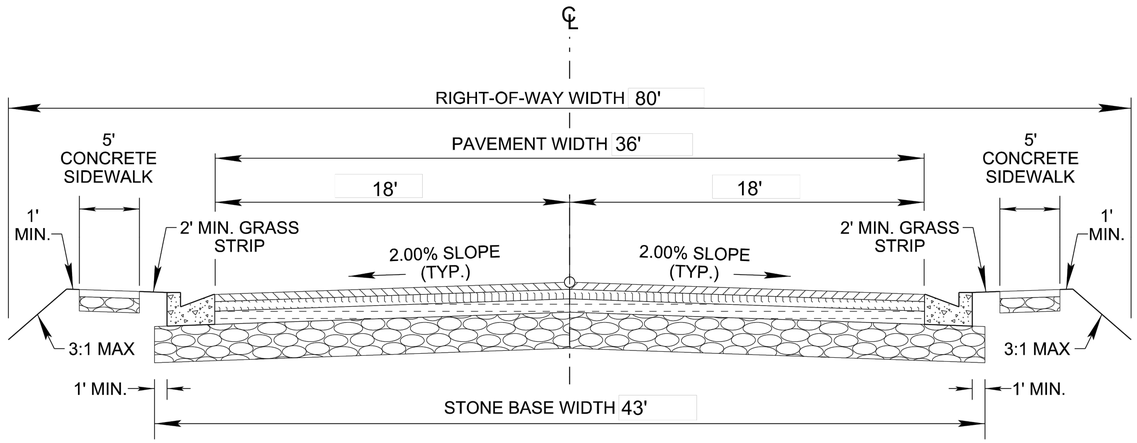

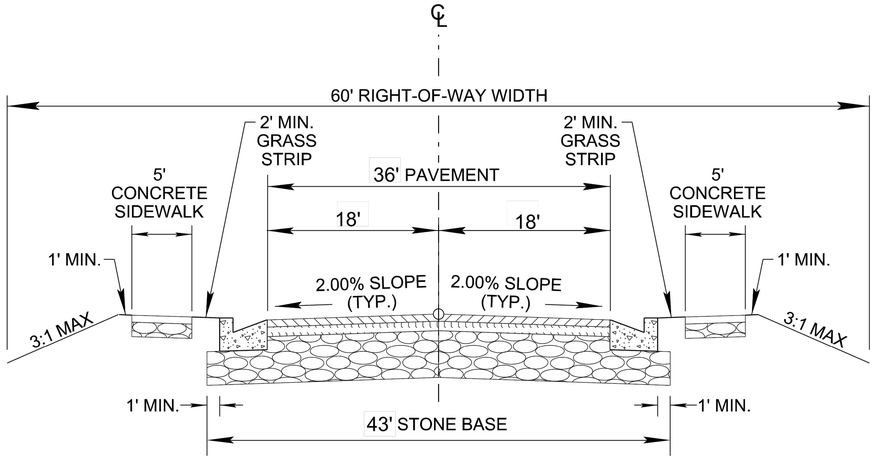

MINOR ARTERIAL			
NUMBER OF LANES	PAVEMENT WIDTH	STONE BASE WIDTH	MIN. R.O.W. WIDTH
3-LANE	36	43	80

MINOR ARTERIAL & COLLECTOR ROAD STREET SECTIONS

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A PEROT COMPANY

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ROADWAY IMPROVEMENTS
FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
SITUATED IN THE TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
Date: October 2025

SHEET 4.05

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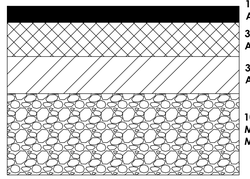


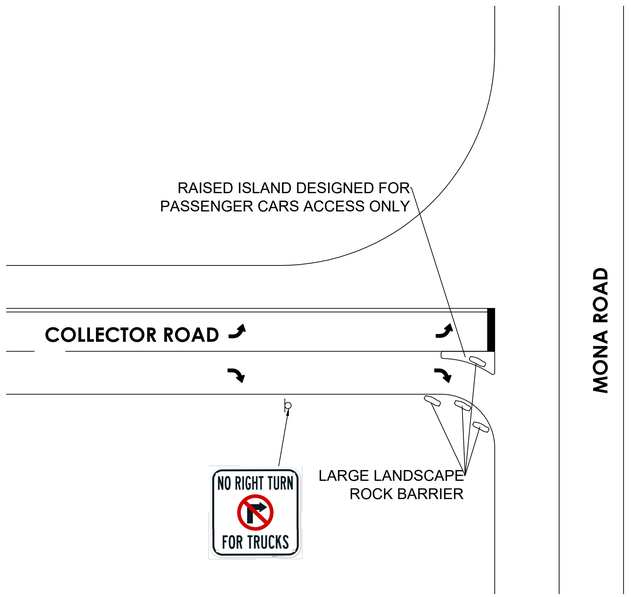
1.5 IN. SURFACE COURSE(411-01.10) ACS MIX (PG64-22) GRADING D *TACK COAT (403-01) 0.10 GAL/SY

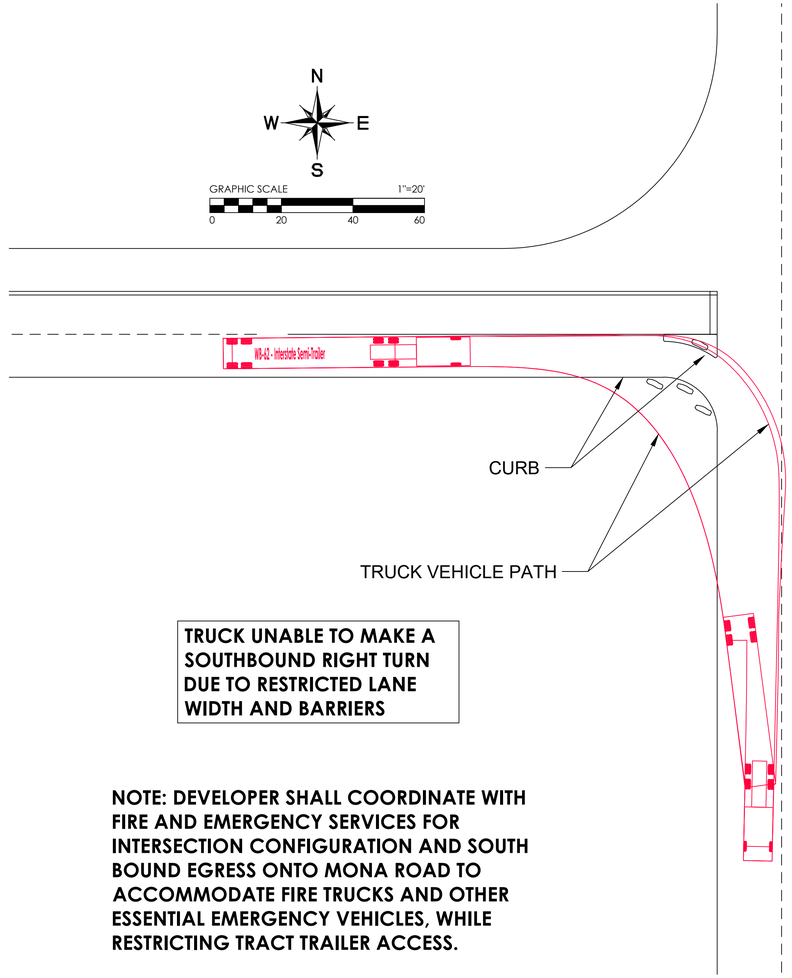
3 IN. SURFACE COURSE(307-01.08) ACS MIX (PG64-22) GRADING BM-2 *PRIME COAT (402-01) 0.30 GAL/SY

3 IN. BASE COURSE(307-01-.01) ACS MIX (PG64-22) GRADING A *PRIME COAT (402-01) 0.30 GAL/SY

10 IN. COMPACTED AGGREGATE BASE (303-01) MIN 97% STANDARD PROCTOR DENSITY MINERAL AGGREGATE, GRADING D

MONA ROAD SHOULDER DETAIL

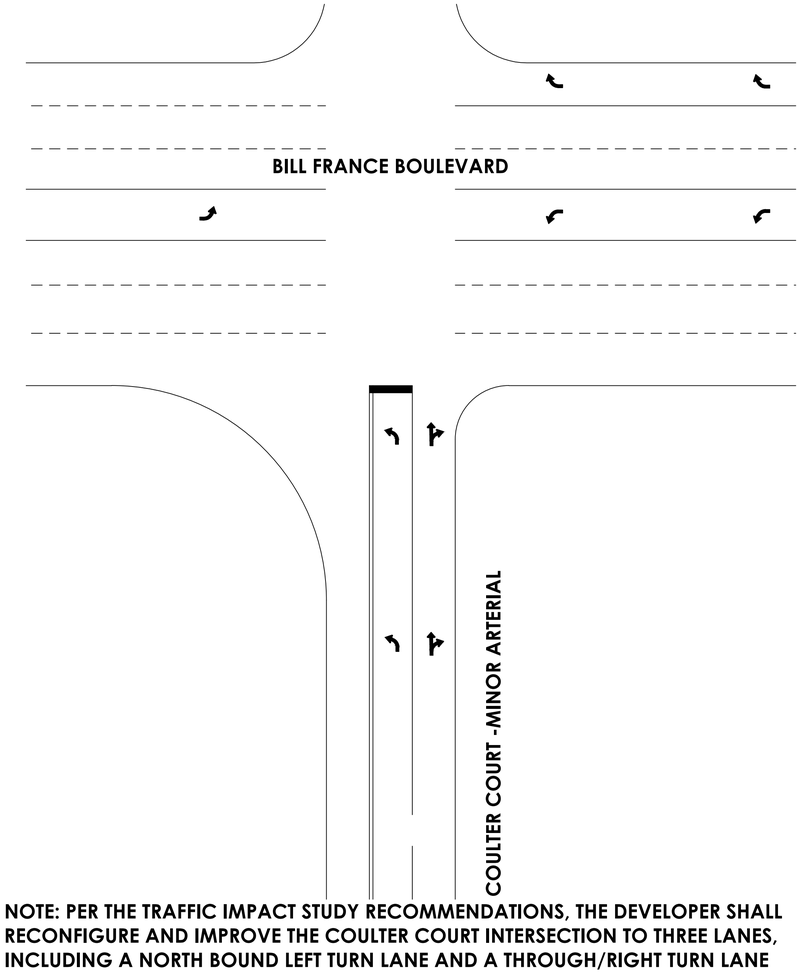




TRUCK UNABLE TO MAKE A SOUTHBOUND RIGHT TURN DUE TO RESTRICTED LANE WIDTH AND BARRIERS

NOTE: DEVELOPER SHALL COORDINATE WITH FIRE AND EMERGENCY SERVICES FOR INTERSECTION CONFIGURATION AND SOUTH BOUND EGRESS ONTO MONA ROAD TO ACCOMMODATE FIRE TRUCKS AND OTHER ESSENTIAL EMERGENCY VEHICLES, WHILE RESTRICTING TRACT TRAILER ACCESS.

MONA ROAD/COLLECTOR - TRUCK TRAFFIC RESTRICTION IMPROVEMENTS



NOTE: PER THE TRAFFIC IMPACT STUDY RECOMMENDATIONS, THE DEVELOPER SHALL RECONFIGURE AND IMPROVE THE COULTER COURT INTERSECTION TO THREE LANES, INCLUDING A NORTH BOUND LEFT TURN LANE AND A THROUGH/RIGHT TURN LANE

COULTER COURT - INTERSECTION IMPROVEMENTS

TRAFFIC IMPACT STUDY RECOMMENDATIONS & ADDITIONAL ROADWAY IMPROVEMENTS

1) The intersection of Bill France Boulevard and IH-840 is predict4ed to have an overall LOS of "B" at build out of Fall Creek Commerce Center Tract 1 and Tract 2. No signal warrants were met at build out. Therefore, the intersection is expected to remain a flashing red signal.
2) Coulter Court should be widened an improved to a three lane roadway with a north bound left turn lane and a north bound through/right turn lane and extended into the Fall Creek Commerce Center development. The Coulter Court intersection and extension improvements shall be commensurate with the development of the C-2 Commercial Tract Phase 1 or the I-2 Light Industrial Tract Phase 4 (Buildings 1 & 2), or whichever occurs first.
3) At full build out (Phase 4) of Fall Creek Commerce Center, the intersection of Bill France Boulevard and Coulter Court is predicted to operate at a LOS of "E/F". The signal warrant analysis for this intersection indicates that warrants will be met at build out and a signal will be needed at the intersection. It should be noted that 72% of the traffic from Fall Creek Commerce Center is generated by the commercial/retail tract. Therefore, the intersection should be monitored as development occurs.
4) No improvements to Mona Road are recommended from the Traffic Impact Study results. However, the developer will be responsible for testing the existing pavement section to determine if any pavement section improvements are needed to support truck traffic north of Fall Creek. The developer shall construct two foot wide shoulders along Mona Road north of Fall Creek to Bill France Boulevard to support truck traffic. Mona Road improvements shall be commensurate when the first building permit is approved in Phase 1.
5) Developer shall install "No Truck Traffic" signage at the intersection of Mona Road and Jefferson Pike.

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PREPARED FOR:

HILLWOOD INVESTMENT PROPERTIES
A PEROT COMPANY

ROADWAY IMPROVEMENTS
FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE
Date: October 2025

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LANDSCAPE

The Subdivision Regulations, Zoning Ordinance, Land Development Handbook, and the Design Review Manual for the Town of Smyrna shall apply to the development of this Property, except as modified herein. The proposed Fall Creek Commerce Center PUD is responsible for installing landscaping in accordance with the Town landscape regulations. Detailed landscape design, including streetscape and buffering will be provided with the final site plan submittal to the Town.

A 50' wide preservation buffer shall be located around the perimeter of the property where shown on the site plan and the adjacent landscape exhibit. The buffer will consist of existing and supplemental landscaping where needed as determined by the Town, limits of grading and site work, and existing tree information. The supplemental landscaping will consist of native and well-adapted species and will be a combination of evergreen and hardwood trees and large shrubs. The selected species shall mimic the regional landscape and use native species found on-site when possible.

Site landscaping shall comply with the Town of Smyrna landscape regulations. Landscape shall screen utilities and refuse enclosures where possible. Views from the public rights-of-way shall be enhanced with landscaping when viewing the proposed buildings, parking, drives, and truck court areas.

N
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S

GRAPHIC SCALE 1"=300'
0 300 600 900

PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A P-EROT COMPANY

PREPARED BY:

BPD
BLAIR PARKER DESIGN
landscape architecture | LID | master planning
www.blairparkerdesign.com
901.767.6555

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
LANDSCAPE EXHIBIT

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: November 2025

SHEET L1.01

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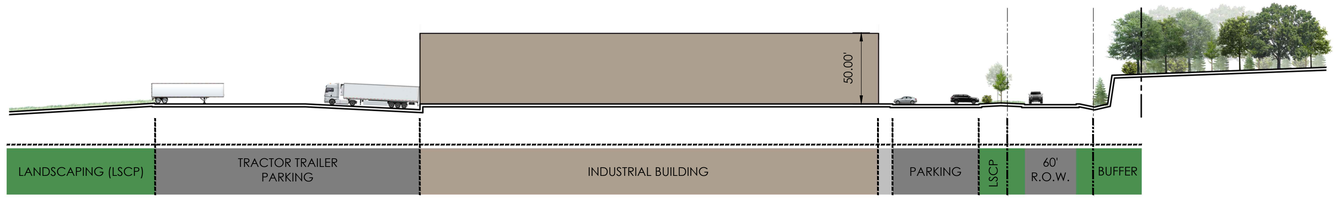
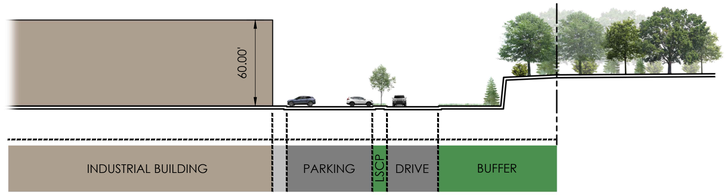
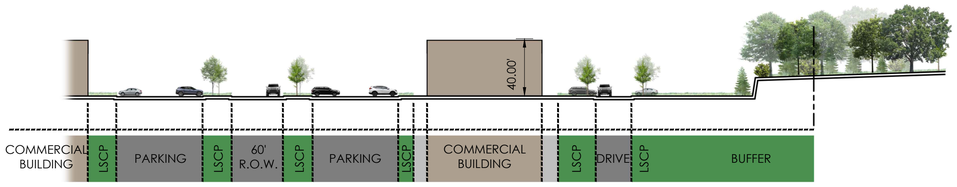
KEY MAP **SCALE: 1" = 200'**



SECTION A - SOUTH TO NORTH **SCALE: 1" = 50'**



SECTION B - WEST TO EAST **SCALE: 1" = 50'**



SECTION C - WEST TO EAST **SCALE: 1" = 50'**

LANDSCAPE BUFFER VEGETATION EXAMPLES

CONCEPTUAL LANDSCAPE SECTIONS

These landscape sections are provided to illustrate the 50' buffer for the project and how it will soften the views of the proposed Fall Creek Commerce Center from the neighbors. The existing vegetation will adequately buffer the proposed developments from the residential areas. The existing canopy is a mixture of hardwoods and evergreens with dense secondary growth. Additional landscape will be added if needed to provide a dense vegetative buffer. The supplemental landscape will match the existing regional plantings to insure long-term viability and buffering.

Images of proposed supplemental buffer vegetation are provided on this sheet. These plants may include the following: Arborvitae, Holly, Magnolia, Pine, Cedar, and hardwood trees. Additional species may be included. Final buffer design and supplemental landscaping will be reviewed on a site-by-site basis during the plans approval process.

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HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
LANDSCAPE BUFFERS
SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

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TRAFFIC IMPACT ANALYSIS
FOR
FALL CREEK COMMERCE CENTER WEST
RUTHERFORD & WILSON COUNTY, TENNESSEE

JULY 2025

Prepared for:

HILLWOOD
A PEROT COMPANY®

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TRAFFIC IMPACT ANALYSIS
FOR
FALL CREEK COMMERCE CENTER WEST

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Traffic Impact Analysis
For
Fall Creek Commerce Center West
Rutherford & Wilson County, Tennessee

1. INTRODUCTION & SUMMARY

Purpose of Report and Study Objectives

This Traffic Impact Analysis (TIA) has been prepared by GMcivil in support of the proposed rezoning request within Rutherford County. This study will analyze and identify the general traffic impacts anticipated by the build out of the entire Fall Creek Commerce Center development as well as a more detailed analysis of the West Phase. Future TIA's will be provided for the Central and East phases. The objective is identify and provide recommendations for traffic impacts that may be imposed on the surrounding roadways in order to maintain a safe and efficient roadway system.

Executive Summary

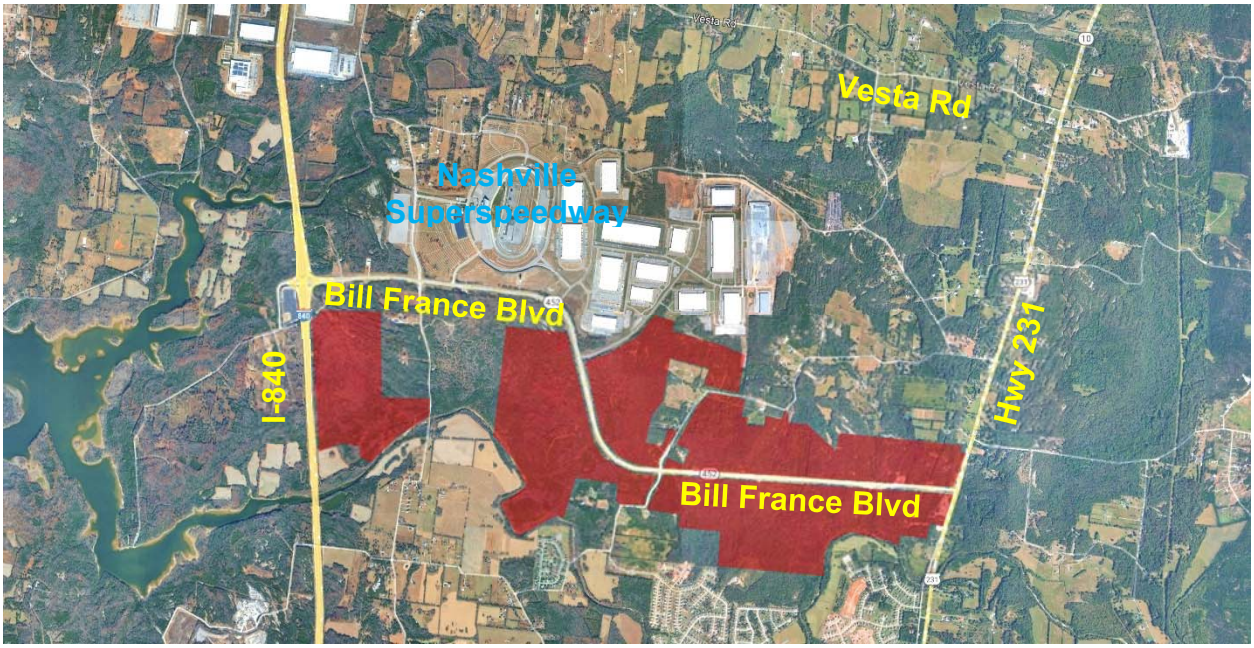
Fall Creek Commerce Center (FCCC) is a proposed development composed of thirty (30) buildings that combined will include 13,100,000 SF of light industrial warehouse facilities and a commercial/mixed use area that is expected to include hotel, retail, bank, coffee shop, and fast-food land uses. The development is located near the Nashville Superspeedway on the north and south sides of State Route 452 (Bill France Boulevard) between Interstate Highway 840 (I-840) and Murfreesboro Road (Hwy 231) in Rutherford and Wilson County, Tennessee. According to standard trip generation rates, FCCC at full build-out will contribute 31,583 vehicle trips per day, including 2,931 trips in the morning peak hour and 3,140 trips in the evening peak hour. The development will be constructed in multiple phases and the assumed build out is expected to occur in 2045. Existing traffic volumes were obtained in the field by a professional traffic count company to be used in this analysis.

FCCC has adequate access and connectivity to roadways providing convenient routes to major highways. It appears FCCC will require improvements/mitigation measures as documented in the recommendations of this report to support the transportation needs of the area and the development. No other significant negative impacts on the surrounding transportation system have been identified. Through the build out of the West Phase, the study area intersections should be monitored by site observation and/or traffic count surveys during peak hours to verify operations.

2. PROPOSED DEVELOPMENT

FCCC is a proposed 1,475-acre development including a total of 13,100,000 SF of warehouse buildings and a commercial/mixed use area that is expected to include hotel, retail, bank, coffee shop, and fast-food land uses. The development is located near the Nashville Superspeedway on the north and south sides of Bill France Boulevard between I-840 and Hwy 231 in Rutherford and Wilson County, Tennessee. It is anticipated that the property will develop in multiple phases with a build out year of 2045. The location for FCCC can be found in **RED** on **Figure 1**. A site plan for the development is included in **Appendix B**.

Figure 1: Location Map



For the purpose of the TIA, the development is split into three phases which are geographically named West, Central, and East. This TIA will focus on the initial area of development which is expected to be the West Phase. The West Phase of FCCC is located between I-840 and Mona Road and includes eight (8) warehouse buildings and the commercial/mixed use area. The Central Phase is located between Mona Road and Powells Chapel Road and the East Phase is located between Powells Chapel Road and Hwy 231. Future TIA's for FCCC will be prepared for the Central Phase and East Phase.

3. EXISTING DEVELOPMENT

The land uses in the vicinity of FCCC include residential and non-residential uses. The land adjacent to Bill France Boulevard is mostly undeveloped other than the Nashville Superspeedway and the Speedway Industrial Park located immediately to the east. Other developments in the area include agricultural land, residential estate lots, and a few single-family residential subdivisions. However, the primary traffic contributors within the study area are the Nashville Superspeedway during race events and the Speedway Industrial Park on an average weekday.

4. AREA CONDITIONS

Study Area Intersections & Roadways

The study area for this report includes the adjacent roads and intersections immediately surrounding FCCC. The critical intersections within this study area are the Bill France Boulevard intersections with I-840, Coulter Court, Mona Road, and Hwy 231. Roadway descriptions of the existing conditions of the study area roadways are listed below.

Bill France Boulevard is an existing east-west roadway that extends between I-840 and Hwy 231. The current posted speed limit is 45 MPH. The roadway has as many as 10 lanes including turn lanes on the west end close to I-840. The typical roadway section between Coulter Court and Marty Robbins Drive is a four-lane

divided roadway with a traversable center turn lane and right turn deceleration lanes at intersections.

I-840 is an existing north-south four-lane interstate freeway. The current posted speed limit is 70 MPH. The intersection of the I-840 access ramps/lanes and Bill France Boulevard is signalized with the lights programed to flashing red. The intersection is fully constructed with multiple freeway access ramps, dual turn lanes, etc. to accommodate the peak traffic for Nashville Superspeedway events.

Coulter Court is a two-lane local roadway that terminates at a cul-de-sac at I-840. It is approximately a quarter of a mile in length and serves a single residential property.

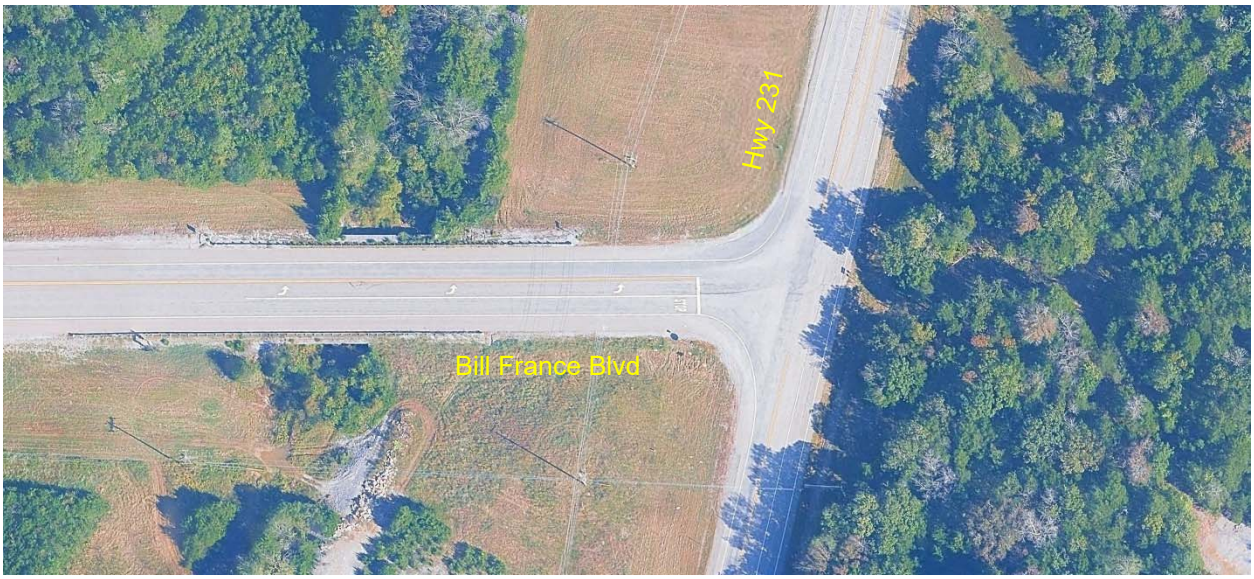
Mona Road is a north-south two-lane local roadway that extends between Bill France Boulevard and Jefferson Pike and is adjacent to FCCC along a portion of the east boundary of the West Phase. At the intersection with Bill France Boulevard, the south leg of the intersection has an existing left turn lane, through lane, and a through/right lane as well as two southbound lanes that quickly merge to a single lane south of the intersection.

Hwy 231 is a north-south two-lane highway that extends between Lebanon and Murfreesboro among others. The current posted speed limit is 55 MPH. The intersection of Hwy 231 and Bill France Boulevard is a three-way intersection with stop control on Bill France Boulevard. There are existing left and right turn lanes on all three legs of the intersection.

Existing Intersections

The existing intersections evaluated within this study are shown in **Figure 2**.

Figure 2: Existing Lane Configuration and Intersection Control



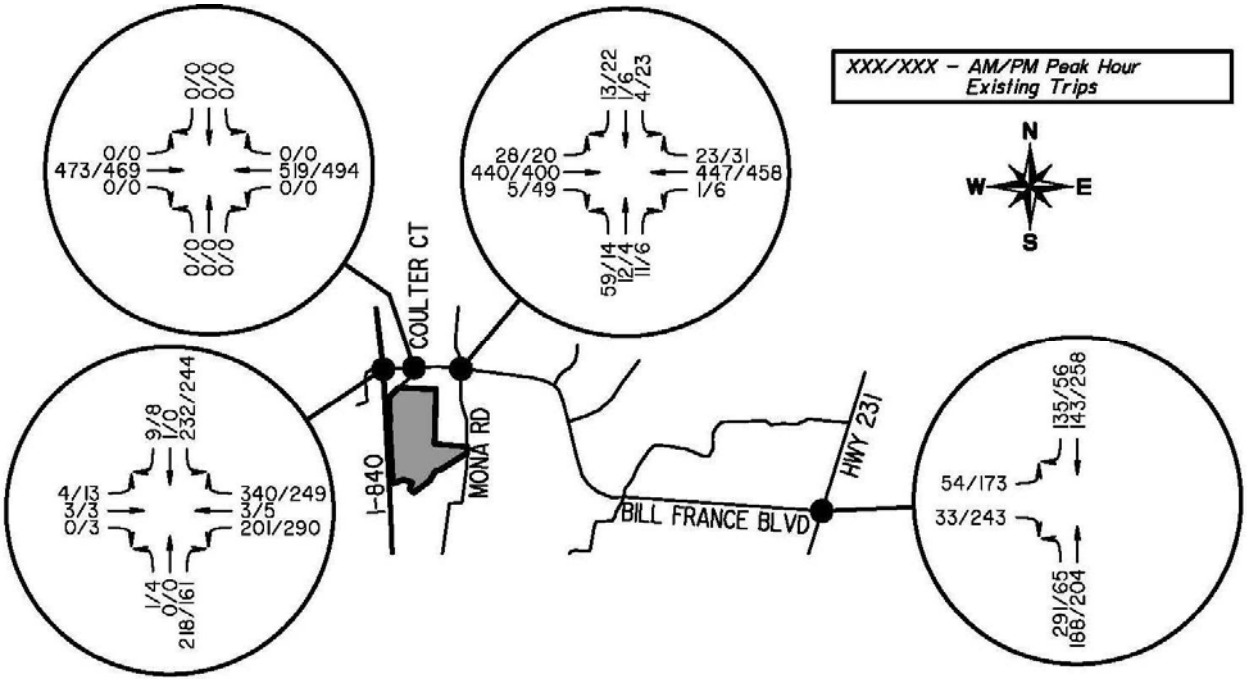
Site Accessibility

Access for FCCC West is provided by Coulter Court and Mona Road connections to Bill France Boulevard. The West Phase will have multiple connections to Coulter Court and the development will extend Coulter Court along the western boundary of the West Phase to the south property line which is just north of Fall Creek. A single roadway connection will be made to Mona Road approximately two-thirds of a mile south of Bill France Boulevard.

5. EXISTING TRAFFIC

Existing traffic volume data was obtained by Marr Traffic on Thursday, May 8, 2025 and has been included in **Appendix A** of this study. The morning and evening peak hour traffic volumes were surveyed on Bill France Boulevard at the study area intersections on a typical weekday. On Bill France Boulevard near FCCC West the morning peak hour was determined to begin at 6:00 AM and the evening peak hour was determined to begin at 4:15 PM. The existing traffic volumes are shown in **Figure 3**.

Figure 3: Existing Traffic Volumes



6. PROJECTED TRAFFIC

Site Traffic

Projected traffic volumes are established according to land use using the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation*. The data provided in this document has been obtained from actual traffic count surveys of similar developments and is recognized as the standard manual for trip generation. The applicable ITE land uses for this development are land use codes 150 (Warehouse), 310 (Hotel), 821 (Retail), 912 (Bank), 934 (Fast-food), and 937

(Coffee Shop). Based on this information, it is estimated that Fall Creek Commerce Center West Phase will generate 12,521 daily trips, 1,037 trips in the morning peak hour, and 1,134 trips in the evening peak hour. **Table 1A** summarizes the trip generation according to the ITE Trip Generation rates for Fall Creek Commerce Center West Phase.

Table 1A: Trip Generation for Fall Creek Commerce Center West Phase

Phase	Land Use/ITE Code	Units	Daily	Weekday AM Peak			Weekday PM Peak		
			Trips	Enter	Exit	Hourly Trips	Enter	Exit	Hourly Trips
West Phase	Bldg 1 (150)	174.7	299	23	7	30	9	22	31
	Bldg 2 (150)	352.8	603	46	14	60	18	46	64
	Bldg 3 (150)	145.6	249	19	6	25	7	19	26
	Bldg 4 (150)	117.6	201	15	5	20	6	15	21
	Bldg 5 (150)	341.0	583	45	13	58	17	44	61
	Bldg 6 (150)	276.1	472	36	11	47	14	36	50
	Bldg 7 (150)	276.1	472	36	11	47	14	36	50
	Bldg 8 (150)	305.3	522	40	12	52	15	40	55
	Hotel 1 (310)	125	999	32	26	58	38	36	74
	Hotel 2 (310)	125	999	32	26	58	38	36	74
	Retail (821)	40.0	2,701	43	26	69	102	106	208
	Bank 1 (912)	7.5	753	43	32	75	79	79	158
	Coffee 1 (937)	2.5	1,334	109	106	215	49	48	97
	Fast Food (934)	5.0	2,337	114	109	223	86	79	165
	Total		12,521	633	404	1,037	492	642	1,134

For the future phases of Fall Creek Commerce Center, which includes warehouse buildings 9-30, the applicable ITE land use is code 150(Warehouse). Based on this information, it is estimated that the future phases of Fall Creek Commerce Center will generate 19,059 daily trips, 1,894 trips in the morning peak hour, and 2,006 trips in the evening peak hour. **Table 1B** summarizes the trip generation according to the ITE Trip Generation rates for Fall Creek Commerce Center future phases.

Table 1B: Trip Generation for Fall Creek Commerce Center Future Phases

Phase	Land Use/ITE Code	Units	Daily	Weekday AM Peak			Weekday PM Peak		
			Trips	Enter	Exit	Hourly Trips	Enter	Exit	Hourly Trips
Future Phases	Bldg 9 (150)	403.2	689	53	16	69	20	53	73
	Bldg 10 (150)	450.0	770	59	18	77	23	58	81
	Bldg 11 (150)	638.4	1,092	84	25	109	32	83	115
	Bldg 12 (150)	510.7	873	67	20	87	26	66	92
	Bldg 13 (150)	510.7	873	67	20	87	26	66	92
	Bldg 14 (150)	766.1	1,310	100	30	130	39	99	138
	Bldg 15 (150)	384.0	657	50	15	65	19	50	69
	Bldg 16 (150)	1,026	1,754	134	40	174	52	133	185
	Bldg 17 (150)	305.3	522	40	12	52	15	40	55
	Bldg 18 (150)	117.6	201	15	5	20	6	15	21
	Bldg 19 (150)	384.0	657	50	15	65	19	50	69
	Bldg 20 (150)	520.0	889	68	20	88	26	68	94
	Bldg 21 (150)	113.7	194	15	4	19	6	14	20
	Bldg 22 (150)	450.0	770	59	18	77	23	58	81
	Bldg 23 (150)	450.0	770	59	18	77	23	58	81
	Bldg 24 (150)	741.0	1,267	97	29	126	37	96	133
	Bldg 25 (150)	256.0	438	34	10	44	13	33	46
	Bldg 26 (150)	780.0	1,334	102	31	133	39	101	140
	Bldg 27 (150)	868.0	1,484	114	34	148	44	112	156
	Bldg 28 (150)	547.8	937	72	21	93	28	71	99
	Bldg 29 (150)	403.2	689	53	16	69	20	53	73
	Bldg 30 (150)	520.0	889	68	20	88	26	68	94
	Total		19,059	1,459	435	1,894	562	1,444	2,006

The calculated number of trips from the ITE Trip Generation was used to represent the assumed vehicle trips generated from FCCC that would access the local roadway network. The distribution of these trips was estimated using the configuration of the site and the expected route selections of drivers based on existing local traffic patterns. The basic logical assumption in both cases is that drivers will tend to choose the quickest and most convenient path of ingress and egress to reach their destination. The local traffic patterns were also taken into account to determine the trip distribution on the study area roadways and

intersections. A proposed site plan with on-site traffic circulation percentages is included in **Appendix B**.

The primary traffic distribution assumption is shown in **GREEN** on the site plan. A 75/25 distribution has been assumed with the 75% of the West Phase site traffic traveling to and from the east on Coulter Court and 25% traveling to and from the east on Mona Road. All of the West Phase will access the site from Bill France Boulevard so 0% of the traffic is expected to travel to and from the south on Mona Road.

The secondary traffic distributions are shown in **BLUE** and **RED**. A 70/30 distribution was assumed on Bill France with 70% of the traffic traveling to and from I-840 and 30% to and from Hwy 231. The north/south distribution on I-840 was assumed to be 50/50. The north/south distribution on Hwy 231 was assumed to be 60/40 with the majority of traffic traveling to and from the south.

Figure 4 identifies the trip distribution and assigned trips for each lane movement at the critical study area intersections for FCCC in the year 2030 which represents the build out of the West Phase. **Figure 5** identifies the trip distribution for FCCC in the year 2045 which represents the full build out of the development.

Figure 4: FCCC Trip Distribution and Assignment (2030)

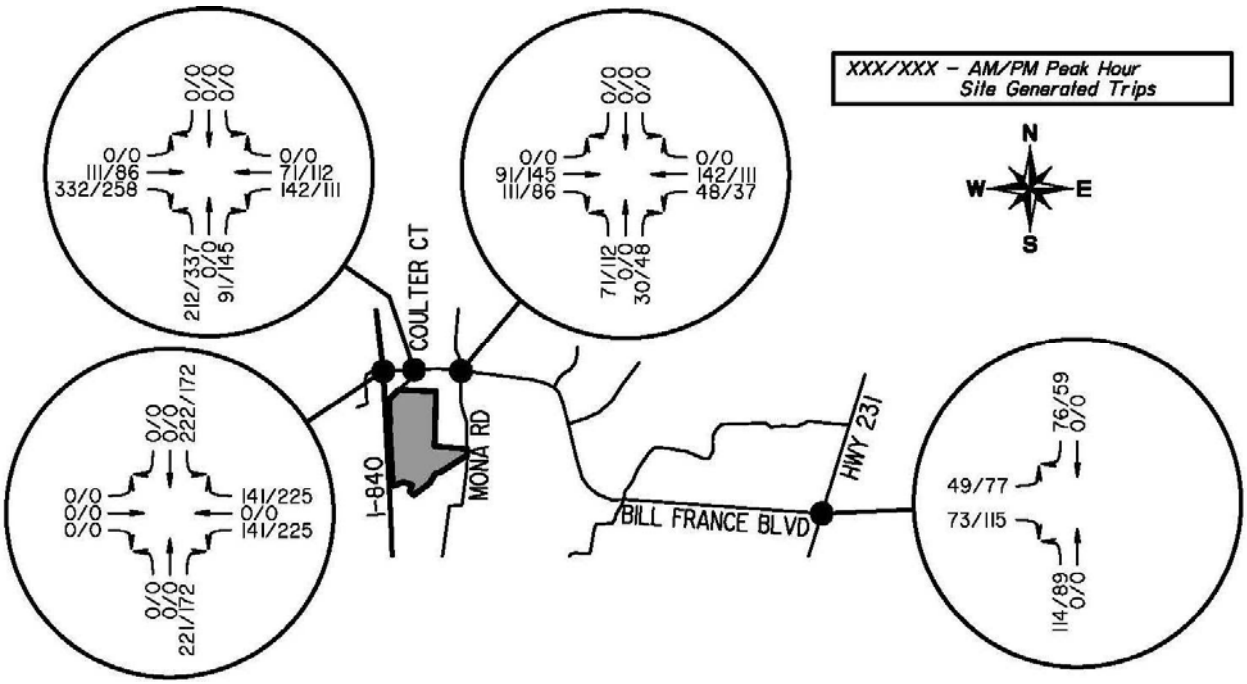
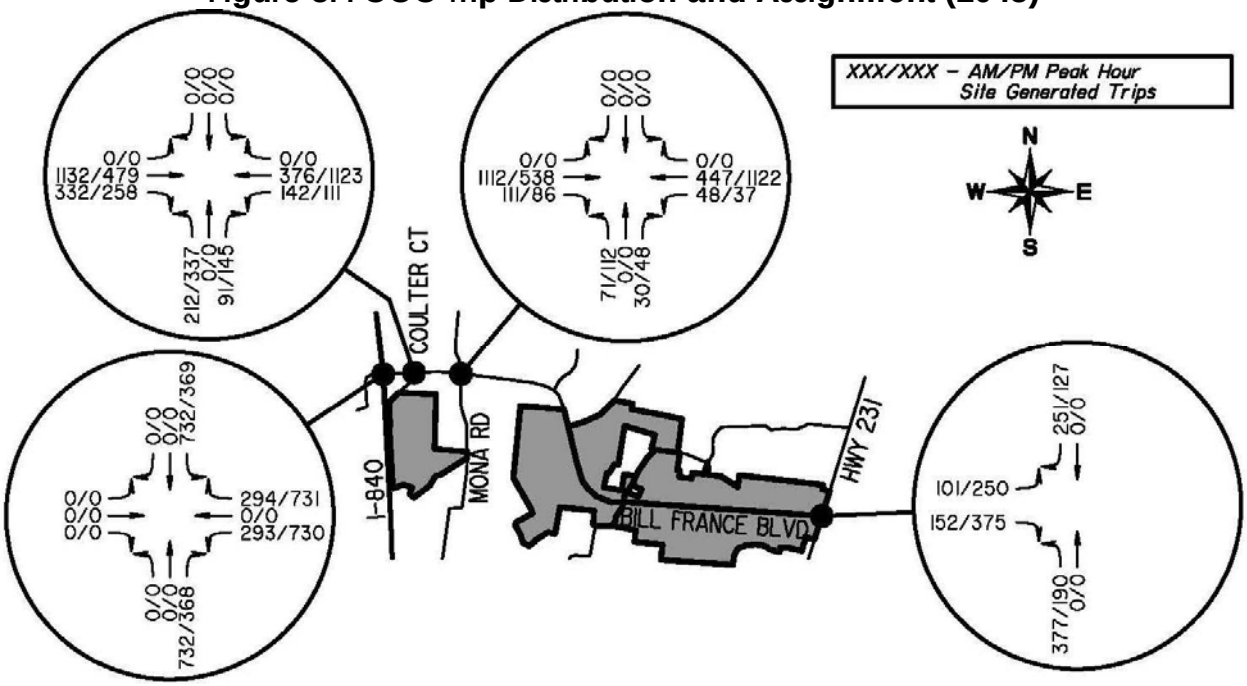


Figure 5: FCCC Trip Distribution and Assignment (2045)



Through Traffic

The through traffic or background traffic unrelated to FCCC is based on the existing traffic counts on the adjacent study area roadways. The through traffic for the future analysis years is based on an annual growth rate of 1.5% which was

applied to the existing 2025 traffic. The through traffic volumes at each study area intersection for the year 2030 are shown on **Figure 6** and the through traffic for the year 2045 is shown in **Figure 7**.

Figure 6: Through Traffic Volumes (2030)

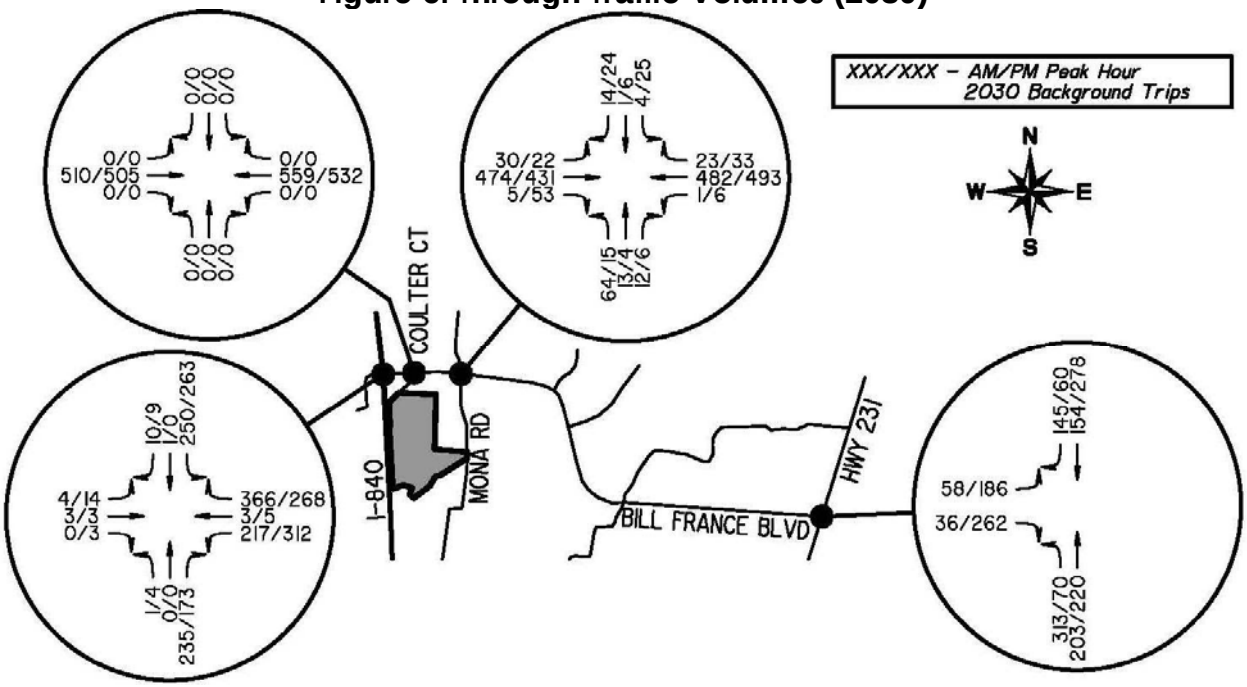
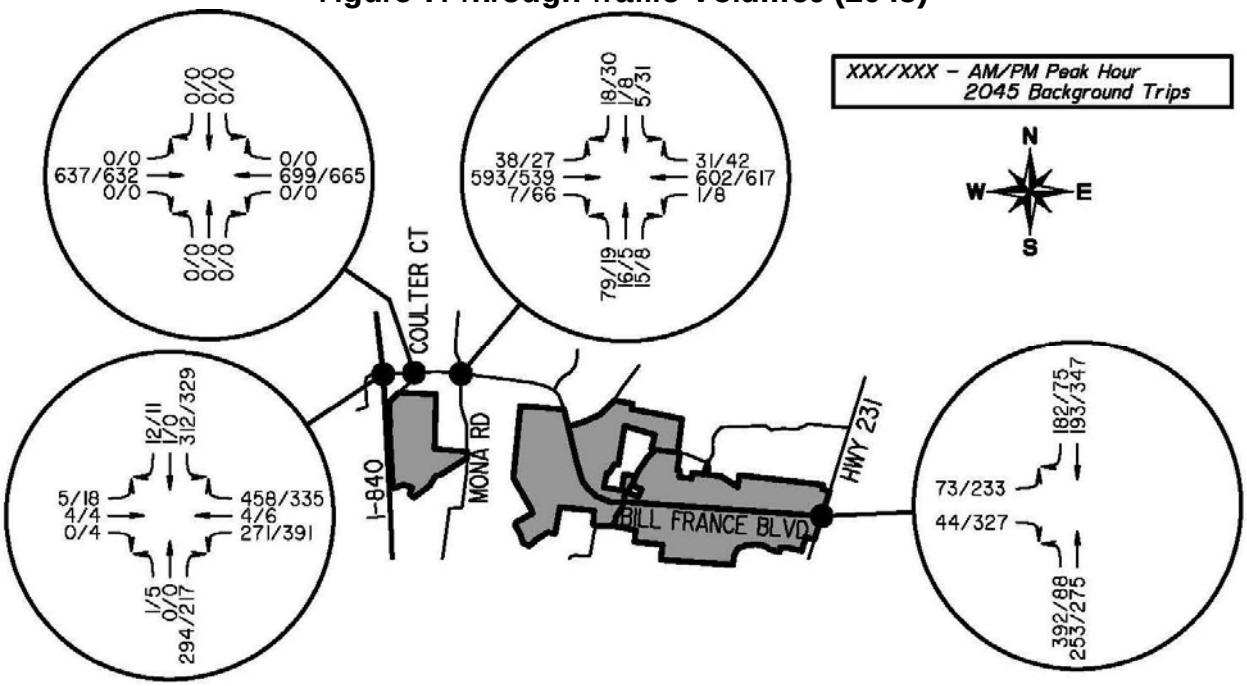


Figure 7: Through Traffic Volumes (2045)



Total Traffic

The total traffic used for this analysis is the sum of the site traffic and the corresponding background traffic. The total projected traffic for the West Phase build out year of 2030 is shown on **Figure 8** and the total projected traffic for the full build out year of 2045 is shown on **Figure 9**.

Figure 8: Total Traffic Volumes (2030)

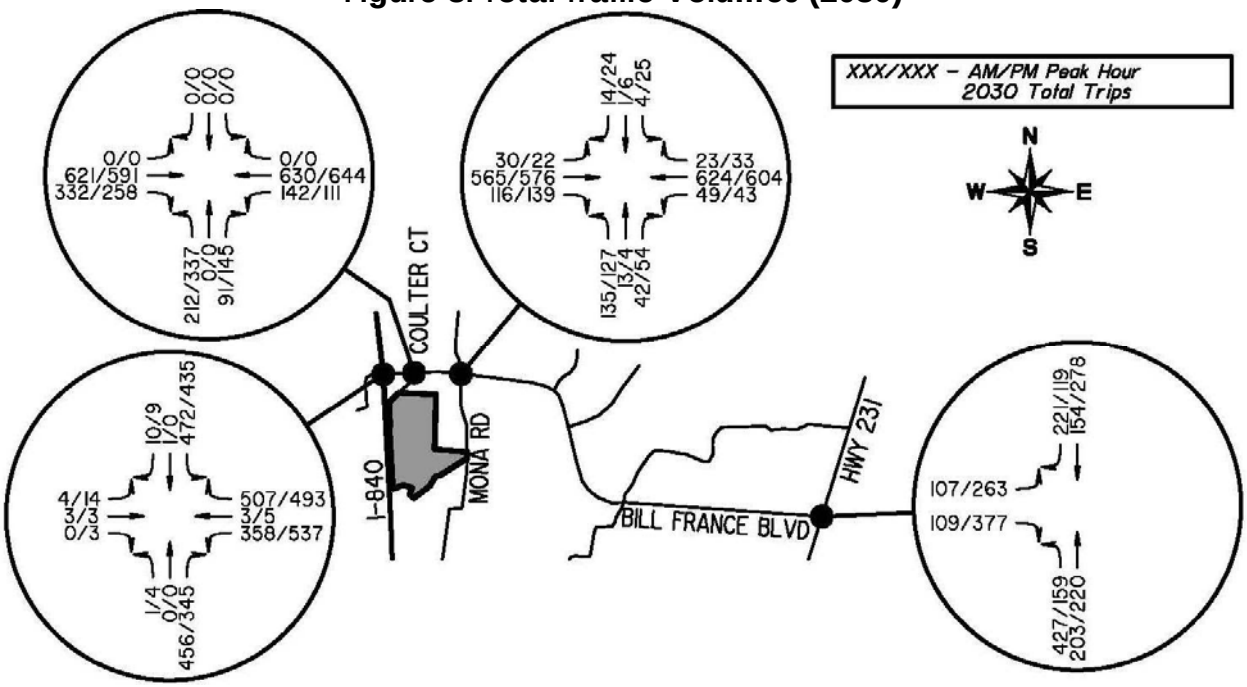
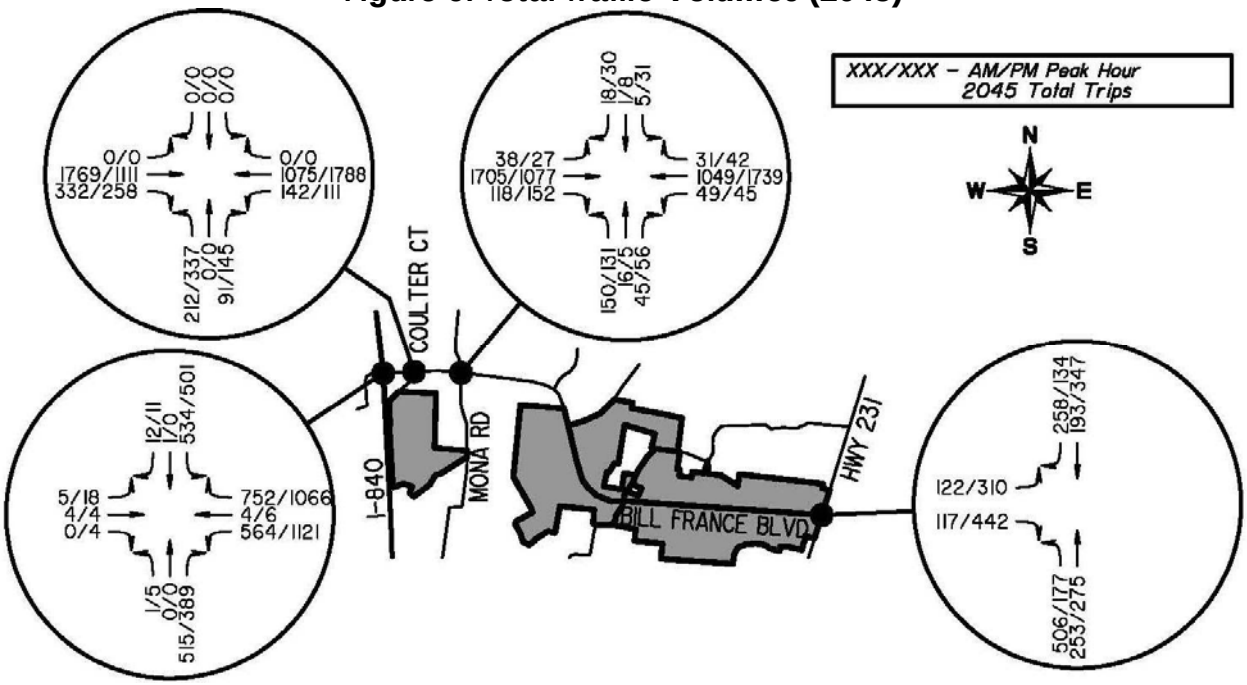


Figure 9: Total Traffic Volumes (2045)



7. TRAFFIC ANALYSIS

Capacity and Level of Service

Intersection capacity analyses were performed using *Highway Capacity Software* which is a software package that implements the techniques described in the Transportation Research Board's *Highway Capacity Manual (HCM)*. The critical study area intersections were evaluated at existing conditions (2025), the West Phase build out (2030), and the full FCCC build out (2045).

The computed Level of Service (LOS) is used to determine the effectiveness of the operating conditions of an intersection. The LOS is a measure of intersection performance in terms of how much delay is experienced by drivers. There are six LOS categories ranging from "A" to "F". Each level is used to describe traffic flow in terms of the delay experienced by motorists. A LOS of "A" represents the lowest amount of delay and congestion, and a LOS of "F" represents the highest amount of delay and congestion. A LOS of "E" is considered a representation of an intersection operating at capacity. **Table 2** shows the criteria for establishing the LOS for intersections.

Table 2: Stop-Controlled Intersection Level of Service Criteria

LOS	Delay per Vehicle (sec/veh)
A	0-10
B	>10-15
C	>15-25
D	>25-35
E	>35-50
F	>50

The all-way stop-controlled (flashing red) intersection of Bill France Boulevard and I-840 is uniquely configured to accommodate significant volumes of traffic for race events at the Nashville Superspeedway. The geometry of the intersection is designed such that right turns from all four directions are free movements with no traffic control to generate delay on right turn movements. The left turn

movements from all directions are configured with dual left turn lanes. Refer to **Figure 2** for an aerial view of the intersection. The analysis software is not configured to analyze this specific configuration, but the software can be utilized to analyze the conflicting stop-controlled movements to determine a LOS for the critical movements that experience delay. In the following analyses of this intersection the left and through movements are shared in order to accurately model the dual left turn lanes. This is possible since there are very limited (5 or less) through trips on any given leg of the intersection.

Existing Conditions

The existing conditions were evaluated on the critical study area intersections using the traffic volumes shown in **Figure 3.** The LOS results for the applicable approach movements are provided in **Table 3.** The intersections are projected to operate at a LOS of "B" or better in the morning and evening peak hour conditions. The detailed HCS intersection analysis summary reports are included in **Appendix C**.

Table 3: Existing Conditions Level of Service Intersection Analysis (2025)

Intersection	Approach	AM Peak Hour		PM Peak Hour	
		Delay (sec)	LOS	Delay (sec)	LOS
Bill France Blvd & I-840	Eastbound	8.5	A	9.2	A
	Westbound	9.3	A	11.1	B
	Northbound	8.6	A	9.3	A
	Southbound	9.4	A	10.7	B
	Overall	**9.3**	**A**	**10.8**	**B**
Bill France Blvd & Coulter Court	Eastbound	0.0	A	0.0	A
	Westbound	0.0	A	0.0	A
	Northbound	-	-	-	-
	Southbound	-	-	-	-
	Overall				

Bill France Blvd & Mona Road	Eastbound	0.5	A	0.4	A
	Westbound	0.0	A	0.1	A
	Northbound	11.8	B	11.3	B
	Southbound	9.7	A	11.2	B
	Overall				
Bill France Blvd & Hwy 231	Eastbound	12.5	B	11.2	B
	Westbound	-	-	-	-
	Northbound	5.4	A	2.0	A
	Southbound	-	-	-	-
	Overall				

West Phase

The West Phase build out conditions of FCCD were evaluated on the critical study area intersections using the traffic volumes shown in **Figure 8.** The LOS results for the applicable approach movements are provided in **Table 4.** The detailed HCS summary reports are included in **Appendix C**.

Table 4: West Phase Level of Service Intersection Analysis (2030)

Intersection	Approach	AM Peak Hour		PM Peak Hour	
		Delay (sec)	LOS	Delay (sec)	LOS
Bill France Blvd & I-840	Eastbound	9.5	A	10.1	B
	Westbound	12.2	B	15.5	C
	Northbound	9.4	A	10.0	A
	Southbound	13.0	B	13.9	B
	Overall	**12.6**	**B**	**14.7**	**B**
Bill France Blvd & Coulter Court	Eastbound	0.0	A	0.0	A
	Westbound	2.9	A	2.0	A
	Northbound	38.4	E	64.5	F
	Southbound	-	-	-	-
	Overall				

Bill France Blvd & Mona Road	Eastbound	0.4	A	0.3	A
	Westbound	0.7	A	0.6	A
	Northbound	14.3	B	13.7	B
	Southbound	10.4	B	12.1	B
	Overall				
Bill France Blvd & Hwy 231	Eastbound	18.5	C	16.0	C
	Westbound	-	-	-	-
	Northbound	7.0	A	3.7	A
	Southbound	-	-	-	-
	Overall				

Full Build Out

The full build out conditions of FCCC were evaluated on the critical study area intersections using the traffic volumes shown in **Figure 9.** The LOS results for the applicable approach movements are provided in **Table 5.** The detailed HCS summary reports are included in **Appendix C**.

Table 5: Full Build Out Level of Service Intersection Analysis (2045)

Intersection	Approach	AM Peak Hour		PM Peak Hour	
		Delay (sec)	LOS	Delay (sec)	LOS
Bill France Blvd & I-840	Eastbound	11.0	B	12.0	B
	Westbound	21.1	C	142.9	F
	Northbound	10.4	B	10.9	B
	Southbound	33.3	D	33.7	D
	Overall	**28.1**	**D**	**99.9**	**F**
Bill France Blvd & Coulter Court	Eastbound	0.0	A	0.0	A
	Westbound	13.4	B	1.3	A
	Northbound	4790.9	F	587.5	F
	Southbound	-	-	-	-
	Overall				

Bill France Blvd & Mona Road	Eastbound	0.2	A	0.3	A
	Westbound	1.0	A	0.3	A
	Northbound	167.5	F	50.8	F
	Southbound	16.5	C	32.8	D
	Overall				
Bill France Blvd & Hwy 231	Eastbound	36.6	E	23.3	C
	Westbound	-	-	-	-
	Northbound	8.0	A	3.6	A
	Southbound	-	-	-	-
	Overall				

Signal Warrant Analysis

A signal warrant analysis was performed on the study area intersections to determine when signal warrants might be met so that signalization needs could be considered. A preliminary traffic signal warrant analysis was performed on the intersections using the basis of estimated average daily traffic (ADT). The flashing red stop-controlled intersection of Bill France Blvd/I-840 was included to determine when full signal control may be necessary.

The analysis utilized the procedures outlined by the Manual on Uniform Traffic Control Devices (MUTCD). This document establishes nine separate, related sets of criteria termed "warrants". If none of the nine warrants are satisfied, then a signal should not be installed. If one or more of the warrants are satisfied, then the installation of a signal might be appropriate. For the purpose of this analysis and due to lack of additional information, only the four primary signal warrant indicators were analyzed. The four primary signal warrants are:

1a Minimum Vehicular Volume (Eight Hour)

1b Interruption of Continuous Traffic (Eight Hour)

2 Four Hour Vehicular Volume

3b Peak Hour Volume

The remaining signal warrants that were not evaluated in this instance include;

4 Pedestrian Volume

5 School Crossing

6 Coordinated Signal System

7 Crash Experience

8 Roadway Network

9 Intersection Near a Grade Crossing

Hourly adjustment factors were applied to the total ADT for each roadway to derive the peak hour, fourth highest hour, and eighth highest hour traffic volumes. The adjustment factors are as follows:

High Hour	Hourly Adjustment Factor*
1	0.0771
4	0.0656
8	0.0572

*Source: *Traffic Engineering: Theory and Practice*, Louis J. Pignataro

2025 ADT Volumes

Bill France Blvd (west) = 12,650 VPD
Bill France Blvd (east) = 5,547 VPD
I-840* = 3,165 VPD
Mona Rd = 1,064 VPD
Coulter Ct = 0 VPD
Hwy 231 = 9,818 VPD

2030 ADT Volumes

Bill France Blvd (west) = 22,373 VPD
Bill France Blvd (east) = 8,301 VPD
I-840* = 6,122 VPD
Mona Rd = 2,464 VPD
Coulter Ct = 3,130 VPD
Hwy 231 = 13,035 VPD

2045 ADT Volumes

Bill France Blvd (west) = 43,035 VPD
Bill France Blvd (east) = 9,754 VPD
I-840* = 13,541 VPD
Mona Rd = 2,737 VPD
Coulter Ct = 3,130 VPD
Hwy 231 = 15,693 VPD

*I-840 volumes exclude right turn volumes since they do not pass through intersection control

The results of the signal warrant analysis show that a signal may be needed at each of the study area intersections at some point. The full signal warrant analysis tables are included in **Appendix B** and a summary is provided in **Table 6**. All intersections listed in the table are roadways intersecting with Bill France Boulevard.

Table 6: Signal Warrant Analysis Summary

Intersection	Year	Warrant 1a	Warrant 1b	Warrant 2	Warrant 3b
I-840	2025	No	No	No	No
I-840	2030	No	No	No	No
I-840	2045	Yes	No	No	Yes
Coulter Ct.	2025	No	No	No	No
Coulter Ct.	2030	Yes	Yes	Yes	Yes
Coulter Ct.	2045	Yes	Yes	Yes	Yes
Mona Rd.	2025	No	No	No	No
Mona Rd.	2030	No	Yes	Yes	Yes
Mona Rd.	2045	Yes	Yes	Yes	Yes
Hwy 231	2025	No	No	No	No
Hwy 231	2030	Yes	No	Yes	Yes
Hwy 231	2045	Yes	Yes	Yes	Yes

It should be noted and emphasized that the signal warrant analysis contained in this report is speculative and includes many assumptions. The decision of whether a signal should be installed at an intersection should not be based on this preliminary analysis, but rather on actual field data and observations that would confirm the need for a signal. In some instances, even though a signal warrant may be met, the installation of a signal may not be the best solution. Additionally, the proposed warehouse buildings are speculative, and it is unknown how many trips a building will generate until a tenant occupies the building.

Roadway Capacity

A roadway capacity analysis was performed on the area roadways using a volume to capacity comparison (V/C ratio). The V/C ratio is used to compare the volumes to the capacities of the roads to determine a Level of Service (LOS). Street capacities are shown in **Table 7** and represent the limit of capacity which is defined by the Highway Capacity Manual as LOS "E". The results of the roadway capacity analysis are shown in **Table 8**.

Table 7: Annual Average Daily Traffic Service Volumes

Functional Classification	Through Lanes	LOS "E" ADT Capacity
City/County Roadway	2-Lanes	12,600
Divided Arterial	2-Lanes	15,600
Divided Arterial	4-Lanes	32,900
Divided Arterial	6-Lanes	49,300

LOS A or B: V/C Ratio is ≤ 0.45

LOS C: V/C Ratio is $0.45 < x \leq 0.65$

LOS D: V/C Ratio is $0.65 < x \leq 0.80$

LOS E: V/C Ratio is $0.80 < x \leq 1.00$

LOS F: V/C Ratio is > 1.00

Table 8: Roadway Capacity Analysis Summary

Roadway Segment	2025 Peak Hour Volume	LOS "E" Peak Hour Volume	V/C Ratio	LOS
Bill France Boulevard (West of Coulter Court)	12,650	49,300	0.26	B
Bill France Boulevard (East of Mona Road)	12,503	32,900	0.38	B
Bill France Boulevard (East of Powells Chapel)	5,547	15,600	0.36	B
Bill France Boulevard (West of Hwy 231)	5,547	15,600	0.36	B
Coulter Court	0	12,600	0	A
Mona Road	1,064	12,600	0.08	A

Roadway Segment	2030 Peak Hour Volume	LOS "E" Peak Hour Volume	V/C Ratio	LOS
Bill France Boulevard (West of Coulter Court)	22,373	49,300	0.45	B
Bill France Boulevard (East of Mona Road)	18,379	32,900	0.56	C
Bill France Boulevard (East of Powells Chapel)	8,301	15,600	0.53	C
Bill France Boulevard (West of Hwy 231)	8,301	15,600	0.53	C
Coulter Court	3,130	12,600	0.25	B
Mona Road	2,464	12,600	0.20	A

Roadway Segment	2045 Peak Hour Volume	LOS "E" Peak Hour Volume	V/C Ratio	LOS
Bill France Boulevard (West of Coulter Court)	43,035	49,300	0.87	E
Bill France Boulevard (East of Mona Road)	39,974	32,900	1.22	F
Bill France Boulevard (East of Powells Chapel)	9,754	15,600	0.63	C
Bill France Boulevard (West of Hwy 231)	9,754	15,600	0.63	C
Coulter Court	3,130	12,600	0.25	B
Mona Road	2,737	12,600	0.22	A

8. IMPROVEMENT ANALYSIS & RECOMMENDATIONS

The proposed transportation improvements associated with the FCCC development include internal drives, parking lots, and truck courts to serve the warehouse buildings. The dimensional geometry of these improvements should

be consistent with industry standards for light industrial/warehouse facilities and in accordance with Rutherford County standards. Additional roadway/traffic improvements external to the site and recommendations are as follows:

I-840 & Bill France Boulevard

- In 2030, the I-840/Bill France Boulevard intersection is predicted to have an overall LOS of "B". Additionally, no signal warrants were met for this intersection so it is expected that it can remain a flashing red signal through the build out of the West Phase. It should be monitored through the build out of the West Phase in case there is a higher percentage of southbound trips on I-840 than the 50% that was assumed in this study.

Coulter Court & Bill France Boulevard

- Coulter Court should be widened at the Bill France Boulevard intersection to allow for a left turn lane onto Bill France Boulevard. The northbound lane configuration should include a dedicated left turn lane and a through/right lane.
- In 2030, the Coulter Court/Bill France Boulevard intersection is predicted to have a LOS of "E/F" on the northbound leg of the intersection in the AM/PM peak hours respectively. The AM/PM 95th percentile queue lengths are predicted to be 6 and 12 vehicles respectively. The 2030 signal warrant analysis for this intersection indicates that warrants are met for signalization. If 100% of the West Phase is developed, it is expected that a signal will be needed at this intersection. However, 72% of the West Phase traffic is generated from the mixed use/retail portion of the development. Removing the mixed use/retail traffic from the West Phase changes this result, and the intersection improves to a LOS of "C". It is recommended that this intersection be monitored as development progresses to see when actual trips from the development warrant a signal.
- Coulter Court should be extended along the western boundary of the West Phase consistent with the site plan. The extension of this roadway to the

south property line of the West Phase allows for a future continuation of this roadway to the south where it could connect to Jefferson Pike. The roadway capacity analysis shows that a two-lane roadway is adequate to support the FCCC development through build out. The Town of Smyrna MTP shows the roadway planned as a two-lane minor arterial with a center turn lane. This is the recommended roadway cross section.

Mona Road & Bill France Boulevard

- Mona Road at Bill France Boulevard currently has a left, through, and right lane on both the north and south sides of the intersection. No additional roadway improvements are required.
- In 2030, this intersection is predicted to operate at a LOS of "B" or better. Some signal warrants were met in the 2030 signal warrant analysis, but by a small margin. It is recommended that queue lengths/delay on the north and south legs be monitored at this intersection as development progresses.
- The roadway capacity analysis confirms that Mona Road can remain as a two-lane roadway with a LOS of "A".

Hwy 231 & Bill France Boulevard

- For the build out of the West Phase, this intersection appears to have adequate turn lanes as the longest 95th percentile queue length is less than 4 vehicles in 2030. No additional roadway improvements are required.
- The Hwy 231/Bill France Boulevard intersection is predicted to operate at a LOS of "C" or better in 2030. However, the signal warrant analysis indicates that some warrants may be met so this intersection should also be monitored as development progresses.

2045 Analysis

- The results of the 2045 analysis within this study should be used as a planning tool, but this development and the conditions within this study area should be monitored as development progresses to evaluate the actual needs of

the transportation system. It appears with the full build out of FCCC that all four study area intersections may require signalization.

9. FINDINGS/CONCLUSIONS

Fall Creek Commerce Center has adequate access and connectivity to roadways providing convenient routes to major highways. It appears FCCC will require improvements/mitigation measures as documented in the recommendations of this report to support the transportation needs of the area and the development. No other significant negative impacts on the surrounding transportation system have been identified. Through the build out of the West Phase, the study area intersections should be monitored by site observation and/or traffic count surveys during peak hours to verify operations. It is anticipated that additional TIA's will be prepared for the Central and East phases of FCCC. The study area intersections will be included in the subsequent TIA's and the recommendations will be updated as needed.

APPENDIX A

Bi-Directional Class Count || NB EB 15min

Rutherford & Wilson County, TN (Refilm Needed)

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
TN-452 Bill France Blvd,
west of McCrary Rd

Date
Thursday, May 8, 2025

Weather
Cloudy
68°F

Lat/Long
36.040346°, -86.421262°

Click here for Detailed Weather

Click here for Map

0000 - 2400 (Weekday 24h Session) (05-08-2025)
NB EB 15min

	Eastbound (Movement 1.1)														
Time	1-3	4-7	8-13	Bicycles										15min Total	60min Total
0000 - 0015	4	1	7	0										12	
0015 - 0030	4	2	5	0										11	
0030 - 0045	12	0	2	0										14	
0045 - 0100	10	1	7	0										18	55
0100 - 0115	29	0	3	0										32	
0115 - 0130	11	2	6	0										19	
0130 - 0145	2	1	4	0										7	
0145 - 0200	8	3	6	0										17	75
0200 - 0215	4	2	1	0										7	
0215 - 0230	5	1	5	0										11	
0230 - 0245	10	3	3	0										16	
0245 - 0300	19	1	3	0										23	57
0300 - 0315	18	3	0	0										21	
0315 - 0330	26	1	3	0										30	
0330 - 0345	12	0	6	0										18	
0345 - 0400	6	1	5	0										12	81
0400 - 0415	14	0	2	0										16	
0415 - 0430	30	4	3	0										37	
0430 - 0445	46	0	5	0										51	
0445 - 0500	92	2	2	0										96	200
0500 - 0515	44	0	4	0										48	
0515 - 0530	66	3	4	0										73	
0530 - 0545	92	1	2	0										95	
0545 - 0600	153	2	4	0										159	375
0600 - 0615	105	7	8	0										120	
0615 - 0630	91	3	6	0										100	
0630 - 0645	83	2	4	0										89	
0645 - 0700	154	1	9	0										164	473
0700 - 0715	59	5	9	0										73	
0715 - 0730	67	6	5	0										78	
0730 - 0745	102	6	9	0										117	
0745 - 0800	96	9	12	0										117	385
0800 - 0815	82	7	14	0										103	
0815 - 0830	68	9	11	0										88	
0830 - 0845	70	7	5	0										82	
0845 - 0900	80	4	7	0										91	364
0900 - 0915	81	7	8	0										96	
0915 - 0930	81	7	6	0										94	
0930 - 0945	62	8	9	0										79	
0945 - 1000	68	8	7	0										83	352
1000 - 1015	51	5	12	0										68	
1015 - 1030	56	6	8	0										70	
1030 - 1045	48	12	4	0										64	
1045 - 1100	36	13	5	0										54	256
1100 - 1115	36	5	7	0										48	
1115 - 1130	33	9	13	0										55	
1130 - 1145	42	10	12	0										64	
1145 - 1200	32	6	12	0										50	217
1200 - 1215	29	10	8	0										47	
1215 - 1230	35	5	11	0										51	
1230 - 1245	38	7	11	0										56	
1245 - 1300	33	15	6	0										54	208
1300 - 1315	44	15	7	0										66	
1315 - 1330	47	12	12	0										71	
1330 - 1345	55	6	3	0										64	
1345 - 1400	91	9	10	0										110	311
1400 - 1415	65	10	7	0										82	
1415 - 1430	66	8	10	0										84	
1430 - 1445	99	8	9	0										116	
1445 - 1500	91	15	10	0										116	398
1500 - 1515	75	9	9	0										93	
1515 - 1530	91	11	11	0										113	
1530 - 1545	88	5	11	0										104	
1545 - 1600	94	6	10	0										110	420
1600 - 1615	114	11	8	0										133	
1615 - 1630	83	6	6	0										95	
1630 - 1645	115	5	11	0										131	
1645 - 1700	110	2	8	0										120	479
1700 - 1715	119	6	5	0										130	
1715 - 1730	108	5	10	0										123	
1730 - 1745	90	12	9	0										111	
1745 - 1800	97	7	5	0										109	473
1800 - 1815	59	9	7	0										75	
1815 - 1830	51	8	3	0										62	
1830 - 1845	46	16	9	0										71	
1845 - 1900	62	22	5	0										89	297
1900 - 1915	45	21	6	0										72	
1915 - 1930	57	25	6	0										88	
1930 - 1945	25	17	5	0										47	
1945 - 2000	33	9	3	0										45	252
2000 - 2015	24	9	5	0										38	
2015 - 2030	24	8	2	0										34	
2030 - 2045	22	1	2	0										25	
2045 - 2100	30	3	5	0										38	135
2100 - 2115	31	1	10	0										42	
2115 - 2130	43	2	2	0										47	
2130 - 2145	31	3	5	0										39	
2145 - 2200	24	3	3	0										30	158
2200 - 2215	22	2	5	0										29	
2215 - 2230	13	1	8	0										22	
2230 - 2245	21	0	4	0										25	
2245 - 2300	22	1	8	0										31	107
2300 - 2315	15	1	3	0										19	
2315 - 2330	17	0	9	0										26	
2330 - 2345	14	3	8	0										25	
2345 - 0000	6	0	4	0										10	80
Session Total	5014	566	628	0										6208	
Session Average	52.23	5.90	6.54	0.00										64.67	
Session Percentage	80.77	9.12	10.12	0.00											
AM Peak Hour	0530 - 0630	0745 - 0845	0730 - 0830	-										0530 - 0630	
AM Peak Volume	441	32	46	0										474	
AM Peak %age	93.04	6.75	9.70	0.00											
Noon Peak Hour	1430 - 1530	1230 - 1330	1115 - 1215	-										1430 - 1530	
Noon Peak Volume	356	49	45	0										438	
Noon Peak %age	81.28	11.19	10.27	0.00											
PM Peak Hour	1630 - 1730	1845 - 1945	1500 - 1600	-	-	-	-	-	-	-	-	-	-	1630 - 1730	
PM Peak Volume	452	85	41	0	0	0	0	0	0	0	0	0	0	504	
PM Peak %age	89.68	16.87	8.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
User Peak Volume	30	4	21	0	0	0	0	0	0	0	0	0	0	55	
User Peak %age	54.55	7.27	38.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

Bi-Directional Class Count || SB WB 15min

Rutherford & Wilson County, TN (Refilm Needed)

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
TN-452 Bill France Blvd,
west of McCrary Rd

Date
Thursday, May 8, 2025

Lat/Long
36.040346°, -86.421262°

Click here for Map

Weather
Cloudy
68°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (05-08-2025)
SB WB 15min

	Westbound (Movement 1.2)					
Time	1-3	4-7	8-13	Bicycles	15min Total	60min Total
0000 - 0015	30	0	13	0	43	
0015 - 0030	7	0	7	0	14	
0030 - 0045	17	5	4	0	26	
0045 - 0100	49	1	10	0	60	143
0100 - 0115	32	2	0	0	34	
0115 - 0130	19	0	2	0	21	
0130 - 0145	11	0	4	0	15	
0145 - 0200	9	1	2	0	12	82
0200 - 0215	5	1	6	0	12	
0215 - 0230	7	2	12	0	21	
0230 - 0245	11	0	6	0	17	
0245 - 0300	28	0	9	0	37	87
0300 - 0315	16	0	8	0	24	
0315 - 0330	18	0	2	0	20	
0330 - 0345	20	1	6	0	27	
0345 - 0400	5	2	4	0	11	82
0400 - 0415	15	0	8	0	23	
0415 - 0430	15	0	2	0	17	
0430 - 0445	82	0	4	0	86	
0445 - 0500	24	4	4	0	32	158
0500 - 0515	29	1	5	0	35	
0515 - 0530	41	2	5	0	48	
0530 - 0545	46	13	6	0	65	
0545 - 0600	56	8	4	0	68	216
0600 - 0615	112	7	3	0	122	
0615 - 0630	115	11	3	0	129	
0630 - 0645	128	6	9	0	143	
0645 - 0700	111	8	6	0	125	519
0700 - 0715	119	15	5	0	139	
0715 - 0730	113	3	5	0	121	
0730 - 0745	113	9	7	0	129	
0745 - 0800	81	13	6	0	100	489
0800 - 0815	40	6	16	0	62	
0815 - 0830	56	7	10	0	73	
0830 - 0845	35	8	8	0	51	
0845 - 0900	26	7	10	0	43	229
0900 - 0915	33	7	10	0	50	
0915 - 0930	37	9	13	0	59	
0930 - 0945	41	6	5	0	52	
0945 - 1000	42	5	11	0	58	219
1000 - 1015	79	7	9	0	95	
1015 - 1030	53	10	9	0	72	
1030 - 1045	75	11	12	0	98	
1045 - 1100	87	5	8	0	100	365
1100 - 1115	83	33	4	0	120	
1115 - 1130	60	34	9	0	103	
1130 - 1145	44	21	4	0	69	
1145 - 1200	73	22	11	0	106	398
1200 - 1215	78	12	14	0	104	
1215 - 1230	47	8	12	0	67	
1230 - 1245	42	8	13	0	63	
1245 - 1300	57	10	8	0	75	309
1300 - 1315	50	10	10	0	70	
1315 - 1330	58	11	5	0	74	
1330 - 1345	99	10	9	0	118	
1345 - 1400	60	5	13	0	78	340
1400 - 1415	128	10	3	0	141	
1415 - 1430	65	14	15	0	94	
1430 - 1445	102	8	4	0	114	
1445 - 1500	90	8	10	0	108	457
1500 - 1515	132	11	9	0	152	
1515 - 1530	82	8	11	0	101	
1530 - 1545	156	5	8	0	169	
1545 - 1600	94	4	6	0	104	526
1600 - 1615	81	6	8	0	95	
1615 - 1630	88	6	6	0	100	
1630 - 1645	186	2	7	0	195	
1645 - 1700	78	1	7	0	86	476
1700 - 1715	76	4	3	0	83	
1715 - 1730	58	0	4	0	62	
1730 - 1745	113	0	9	0	122	
1745 - 1800	74	1	5	0	80	347
1800 - 1815	44	1	7	0	52	
1815 - 1830	33	4	6	0	43	
1830 - 1845	48	1	6	0	55	
1845 - 1900	45	9	5	0	59	209
1900 - 1915	37	3	8	0	48	
1915 - 1930	33	9	5	0	47	
1930 - 1945	51	1	4	0	56	
1945 - 2000	45	1	5	0	51	202
2000 - 2015	36	1	2	0	39	
2015 - 2030	69	0	5	0	74	
2030 - 2045	54	3	7	0	64	
2045 - 2100	29	1	2	0	32	209
2100 - 2115	22	0	2	0	24	
2115 - 2130	18	1	4	0	23	
2130 - 2145	23	0	4	0	27	
2145 - 2200	24	1	2	0	27	101
2200 - 2215	18	0	3	0	21	
2215 - 2230	21	1	6	0	28	
2230 - 2245	25	1	6	0	32	
2245 - 2300	25	0	5	0	30	111
2300 - 2315	63	1	4	0	68	
2315 - 2330	41	1	2	0	44	
2330 - 2345	26	0	5	0	31	
2345 - 0000	13	3	9	0	25	168

Session Total	5285	518	639	0	6442
Session Average	55.05	5.40	6.66	0.00	67.10
Session Percentage	82.04	8.04	9.92	0.00	

AM Peak Hour	0615 - 0715	0615 - 0715	0800 - 0900	-	0615 - 0715
AM Peak Volume	473	40	44	0	536
AM Peak %age	88.25	7.46	8.21	0.00	

Noon Peak Hour	1445 - 1545	1100 - 1200	1145 - 1245	-	1445 - 1545
Noon Peak Volume	460	110	50	0	530
Noon Peak %age	86.79	20.75	9.43	0.00	

PM Peak Hour	1500 - 1600	1500 - 1600	1500 - 1600	-	-	-	-	-	-	-	-	-	-	1500 - 1600
PM Peak Volume	464	28	34	0	0	0	0	0	0	0	0	0	0	526
PM Peak %age	88.21	5.32	6.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

User Peak Volume	103	6	34	0	0	0	0	0	0	0	0	0	0	143
User Peak %age	72.03	4.20	23.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || Bi-Directional 15min

Rutherford & Wilson County, TN (Refilm Needed)

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
TN-452 Bill France Blvd,
west of McCrary Rd

Date
Thursday, May 8, 2025

Lat/Long
36.040346°, -86.421262°

Weather
Cloudy
68°F

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0000 - 2400 (Weekday 24h Session) (05-08-2025)
Bi-Directional 15min

	Bi-Directional 15min				15min	60min
Time	1-3	4-7	8-13	Bicycles	Total	Total
0000 - 0015	34	1	20	0	55	
0015 - 0030	11	2	12	0	25	
0030 - 0045	29	5	6	0	40	
0045 - 0100	59	2	17	0	78	198
0100 - 0115	61	2	3	0	66	
0115 - 0130	30	2	8	0	40	
0130 - 0145	13	1	8	0	22	
0145 - 0200	17	4	8	0	29	157
0200 - 0215	9	3	7	0	19	
0215 - 0230	12	3	17	0	32	
0230 - 0245	21	3	9	0	33	
0245 - 0300	47	1	12	0	60	144
0300 - 0315	34	3	8	0	45	
0315 - 0330	44	1	5	0	50	
0330 - 0345	32	1	12	0	45	
0345 - 0400	11	3	9	0	23	163
0400 - 0415	29	0	10	0	39	
0415 - 0430	45	4	5	0	54	
0430 - 0445	128	0	9	0	137	
0445 - 0500	116	6	6	0	128	358
0500 - 0515	73	1	9	0	83	
0515 - 0530	107	5	9	0	121	
0530 - 0545	138	14	8	0	160	
0545 - 0600	209	10	8	0	227	591
0600 - 0615	217	14	11	0	242	
0615 - 0630	206	14	9	0	229	
0630 - 0645	211	8	13	0	232	
0645 - 0700	265	9	15	0	289	992
0700 - 0715	178	20	14	0	212	
0715 - 0730	180	9	10	0	199	
0730 - 0745	215	15	16	0	246	
0745 - 0800	177	22	18	0	217	874
0800 - 0815	122	13	30	0	165	
0815 - 0830	124	16	21	0	161	
0830 - 0845	105	15	13	0	133	
0845 - 0900	106	11	17	0	134	593
0900 - 0915	114	14	18	0	146	
0915 - 0930	118	16	19	0	153	
0930 - 0945	103	14	14	0	131	
0945 - 1000	110	13	18	0	141	571
1000 - 1015	130	12	21	0	163	
1015 - 1030	109	16	17	0	142	
1030 - 1045	123	23	16	0	162	
1045 - 1100	123	18	13	0	154	621
1100 - 1115	119	38	11	0	168	
1115 - 1130	93	43	22	0	158	
1130 - 1145	86	31	16	0	133	
1145 - 1200	105	28	23	0	156	615
1200 - 1215	107	22	22	0	151	
1215 - 1230	82	13	23	0	118	
1230 - 1245	80	15	24	0	119	
1245 - 1300	90	25	14	0	129	517
1300 - 1315	94	25	17	0	136	
1315 - 1330	105	23	17	0	145	
1330 - 1345	154	16	12	0	182	
1345 - 1400	151	14	23	0	188	651
1400 - 1415	193	20	10	0	223	
1415 - 1430	131	22	25	0	178	
1430 - 1445	201	16	13	0	230	
1445 - 1500	181	23	20	0	224	855
1500 - 1515	207	20	18	0	245	
1515 - 1530	173	19	22	0	214	
1530 - 1545	244	10	19	0	273	
1545 - 1600	188	10	16	0	214	946
1600 - 1615	195	17	16	0	228	
1615 - 1630	171	12	12	0	195	
1630 - 1645	301	7	18	0	326	
1645 - 1700	188	3	15	0	206	955
1700 - 1715	195	10	8	0	213	
1715 - 1730	166	5	14	0	185	
1730 - 1745	203	12	18	0	233	
1745 - 1800	171	8	10	0	189	820
1800 - 1815	103	10	14	0	127	
1815 - 1830	84	12	9	0	105	
1830 - 1845	94	17	15	0	126	
1845 - 1900	107	31	10	0	148	506
1900 - 1915	82	24	14	0	120	
1915 - 1930	90	34	11	0	135	
1930 - 1945	76	18	9	0	103	
1945 - 2000	78	10	8	0	96	454
2000 - 2015	60	10	7	0	77	
2015 - 2030	93	8	7	0	108	
2030 - 2045	76	4	9	0	89	
2045 - 2100	59	4	7	0	70	344
2100 - 2115	53	1	12	0	66	
2115 - 2130	61	3	6	0	70	
2130 - 2145	54	3	9	0	66	
2145 - 2200	48	4	5	0	57	259
2200 - 2215	40	2	8	0	50	
2215 - 2230	34	2	14	0	50	
2230 - 2245	46	1	10	0	57	
2245 - 2300	47	1	13	0	61	218
2300 - 2315	78	2	7	0	87	
2315 - 2330	58	1	11	0	70	
2330 - 2345	40	3	13	0	56	
2345 - 0000	19	3	13	0	35	248

Session Total	10299	1084	1267	0	12650
Session Average	107.28	11.29	13.20	0.00	131.77
Session Percentage	81.42	8.57	10.02	0.00	

AM Peak Hour	0600 - 0700	0700 - 0800	0730 - 0830	-	0600 - 0700
AM Peak Volume	899	66	85	0	992
AM Peak %age	90.63	6.65	8.57	0.00	

Noon Peak Hour	1445 - 1545	1100 - 1200	1145 - 1245	-	1445 - 1545
Noon Peak Volume	805	140	92	0	956
Noon Peak %age	84.21	14.64	9.62	0.00	

PM Peak Hour	1545 - 1645	1845 - 1945	1500 - 1600	-	-	-	-	-	-	-	-	-	-	1545 - 1645
PM Peak Volume	855	107	75	0	0	0	0	0	0	0	0	0	0	963
PM Peak %age	88.79	11.11	7.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

User Peak Volume	133	10	55	0	0	0	0	0	0	0	0	0	0	198
User Peak %age	67.17	5.05	27.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || NB EB 15min

Rutherford & Wilson County, TN (Refilm Needed)

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 2
TN-452 Bill France Blvd,
west of TN-10 Murfreesboro Rd

Date
Thursday, May 8, 2025

Weather
Cloudy
68°F

Lat/Long
36.022661°, -86.366110°

Click here for Detailed Weather

Click here for Map

0000 - 2400 (Weekday 24h Session) (05-08-2025)
NB EB 15min

	Eastbound (Movement 2.1)					
Time	1-3	4-7	8-13	Bicycles	15min Total	60min Total
0000 - 0015	9	0	0	0	9	
0015 - 0030	4	0	0	0	4	
0030 - 0045	14	0	0	0	14	
0045 - 0100	17	0	0	0	17	44
0100 - 0115	10	0	0	0	10	
0115 - 0130	6	0	0	0	6	
0130 - 0145	4	0	0	0	4	
0145 - 0200	3	0	0	0	3	23
0200 - 0215	3	0	0	0	3	
0215 - 0230	1	0	0	0	1	
0230 - 0245	6	4	0	0	10	
0245 - 0300	15	2	0	0	17	31
0300 - 0315	11	2	0	0	13	
0315 - 0330	2	0	0	0	2	
0330 - 0345	6	0	0	0	6	
0345 - 0400	3	0	0	0	3	24
0400 - 0415	4	0	0	0	4	
0415 - 0430	2	1	0	0	3	
0430 - 0445	22	1	0	0	23	
0445 - 0500	8	0	0	0	8	38
0500 - 0515	6	1	0	0	7	
0515 - 0530	9	1	0	0	10	
0530 - 0545	14	0	0	0	14	
0545 - 0600	13	1	0	0	14	45
0600 - 0615	18	3	0	0	21	
0615 - 0630	18	1	1	0	20	
0630 - 0645	20	1	0	0	21	
0645 - 0700	17	4	1	0	22	84
0700 - 0715	17	6	1	0	24	
0715 - 0730	19	2	0	0	21	
0730 - 0745	17	11	1	1	30	
0745 - 0800	22	7	4	0	33	108
0800 - 0815	19	0	1	0	20	
0815 - 0830	15	2	1	0	18	
0830 - 0845	13	7	1	0	21	
0845 - 0900	16	5	2	0	23	82
0900 - 0915	16	1	0	0	17	
0915 - 0930	11	6	1	0	18	
0930 - 0945	17	8	0	0	25	
0945 - 1000	8	1	0	0	9	69
1000 - 1015	20	3	1	0	24	
1015 - 1030	19	7	3	0	29	
1030 - 1045	10	8	0	0	18	
1045 - 1100	26	5	2	0	33	104
1100 - 1115	21	5	2	0	28	
1115 - 1130	26	7	2	0	35	
1130 - 1145	12	0	3	0	15	
1145 - 1200	18	5	1	0	24	102
1200 - 1215	20	7	2	0	29	
1215 - 1230	13	3	2	0	18	
1230 - 1245	19	9	2	0	30	
1245 - 1300	15	4	2	0	21	98
1300 - 1315	18	6	0	0	24	
1315 - 1330	21	11	0	0	32	
1330 - 1345	32	10	4	0	46	
1345 - 1400	37	4	3	0	44	146
1400 - 1415	50	0	2	0	52	
1415 - 1430	27	4	3	0	34	
1430 - 1445	47	1	2	0	50	
1445 - 1500	58	5	2	0	65	201
1500 - 1515	66	3	1	0	70	
1515 - 1530	52	5	4	0	61	
1530 - 1545	80	5	4	0	89	
1545 - 1600	69	9	3	0	81	301
1600 - 1615	87	8	5	0	100	
1615 - 1630	80	2	2	0	84	
1630 - 1645	108	3	4	0	115	
1645 - 1700	103	2	0	0	105	404
1700 - 1715	94	1	1	0	96	
1715 - 1730	98	0	2	0	100	
1730 - 1745	95	5	3	0	103	
1745 - 1800	81	0	0	0	81	380
1800 - 1815	50	1	1	0	52	
1815 - 1830	48	1	0	0	49	
1830 - 1845	29	0	2	0	31	
1845 - 1900	30	0	0	0	30	162
1900 - 1915	27	0	0	0	27	
1915 - 1930	19	0	0	0	19	
1930 - 1945	25	3	0	0	28	
1945 - 2000	22	0	1	0	23	97
2000 - 2015	18	0	0	0	18	
2015 - 2030	18	0	0	0	18	
2030 - 2045	34	0	0	0	34	
2045 - 2100	22	0	0	0	22	92
2100 - 2115	22	0	0	0	22	
2115 - 2130	11	0	0	0	11	
2130 - 2145	10	0	0	0	10	
2145 - 2200	10	0	0	0	10	53
2200 - 2215	22	0	0	0	22	
2215 - 2230	15	0	0	0	15	
2230 - 2245	17	0	0	0	17	
2245 - 2300	13	0	0	0	13	67
2300 - 2315	25	0	0	0	25	
2315 - 2330	12	0	0	0	12	
2330 - 2345	7	0	0	0	7	
2345 - 0000	8	0	0	0	8	52

Session Total	2491	230	85	1	2807
Session Average	25.95	2.40	0.89	0.01	29.24
Session Percentage	88.74	8.19	3.03	0.04	

AM Peak Hour	0715 - 0815	0700 - 0800	0730 - 0830	0645 - 0745	0700 - 0800
AM Peak Volume	77	26	7	1	108
AM Peak %age	71.30	24.07	6.48	0.93	

Noon Peak Hour	1445 - 1545	1245 - 1345	1330 - 1430	-	1445 - 1545
Noon Peak Volume	256	31	12	0	285
Noon Peak %age	89.82	10.88	4.21	0.00	

PM Peak Hour	1630 - 1730	1515 - 1615	1515 - 1615	-	-	-	-	-	-	-	-	-	-	1630 - 1730
PM Peak Volume	403	27	16	0	0	0	0	0	0	0	0	0	0	416
PM Peak %age	96.88	6.49	3.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

User Peak Volume	44	0	0	0	0	0	0	0	0	0	0	0	0	44
User Peak %age	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || SB WB 15min

Rutherford & Wilson County, TN (Refilm Needed)

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TN-452 Bill France Blvd,
west of TN-10 Murfreesboro Rd

Date
Thursday, May 8, 2025

Weather
Cloudy
68°F

Lat/Long
36.022661°, -86.366110°

Click here for Detailed Weather

Click here for Map

0000 - 2400 (Weekday 24h Session) (05-08-2025)
SB WB 15min

	Westbound (Movement 2.2)					
Time	1-3	4-7	8-13	Bicycles	15min Total	60min Total
0000 - 0015	3	0	0	0	3	
0015 - 0030	2	1	0	0	3	
0030 - 0045	5	0	1	0	6	
0045 - 0100	4	0	0	0	4	16
0100 - 0115	8	0	0	0	8	
0115 - 0130	1	0	0	0	1	
0130 - 0145	4	0	0	0	4	
0145 - 0200	2	0	0	0	2	15
0200 - 0215	1	0	0	0	1	
0215 - 0230	3	0	0	0	3	
0230 - 0245	2	0	0	0	2	
0245 - 0300	4	1	0	0	5	11
0300 - 0315	6	0	0	0	6	
0315 - 0330	14	1	1	0	16	
0330 - 0345	5	0	0	0	5	
0345 - 0400	4	0	0	0	4	31
0400 - 0415	8	4	0	0	12	
0415 - 0430	15	0	1	0	16	
0430 - 0445	20	0	0	0	20	
0445 - 0500	20	1	2	0	23	71
0500 - 0515	30	2	0	0	32	
0515 - 0530	42	5	4	0	51	
0530 - 0545	53	2	1	0	56	
0545 - 0600	68	4	2	0	74	213
0600 - 0615	71	2	2	0	75	
0615 - 0630	108	6	1	0	115	
0630 - 0645	100	4	5	0	109	
0645 - 0700	103	9	3	0	115	414
0700 - 0715	80	4	3	0	87	
0715 - 0730	87	3	0	0	90	
0730 - 0745	56	10	2	0	68	
0745 - 0800	72	5	2	0	79	324
0800 - 0815	40	4	6	0	50	
0815 - 0830	33	6	3	0	42	
0830 - 0845	16	12	2	0	30	
0845 - 0900	26	3	2	0	31	153
0900 - 0915	36	5	2	0	43	
0915 - 0930	34	11	5	1	51	
0930 - 0945	38	2	1	0	41	
0945 - 1000	23	2	0	0	25	160
1000 - 1015	22	6	2	0	30	
1015 - 1030	31	6	4	0	41	
1030 - 1045	19	3	1	0	23	
1045 - 1100	21	7	1	0	29	123
1100 - 1115	21	3	4	0	28	
1115 - 1130	15	4	0	0	19	
1130 - 1145	14	10	2	0	26	
1145 - 1200	16	2	1	0	19	92
1200 - 1215	17	4	3	0	24	
1215 - 1230	22	5	1	0	28	
1230 - 1245	12	4	2	0	18	
1245 - 1300	17	6	3	0	26	96
1300 - 1315	20	5	3	0	28	
1315 - 1330	25	8	2	0	35	
1330 - 1345	29	8	0	0	37	
1345 - 1400	37	4	1	0	42	142
1400 - 1415	42	7	1	0	50	
1415 - 1430	39	2	2	0	43	
1430 - 1445	41	4	0	0	45	
1445 - 1500	36	0	0	0	36	174
1500 - 1515	32	2	2	0	36	
1515 - 1530	37	5	0	0	42	
1530 - 1545	29	1	1	0	31	
1545 - 1600	37	2	1	0	40	149
1600 - 1615	25	1	3	0	29	
1615 - 1630	20	5	2	0	27	
1630 - 1645	33	0	0	0	33	
1645 - 1700	26	0	1	0	27	116
1700 - 1715	27	2	0	0	29	
1715 - 1730	30	0	2	0	32	
1730 - 1745	31	1	1	0	33	
1745 - 1800	41	0	0	0	41	135
1800 - 1815	16	0	1	0	17	
1815 - 1830	29	1	1	0	31	
1830 - 1845	29	1	0	0	30	
1845 - 1900	19	5	0	0	24	102
1900 - 1915	19	2	1	0	22	
1915 - 1930	23	5	0	0	28	
1930 - 1945	12	0	0	0	12	
1945 - 2000	13	0	0	0	13	75
2000 - 2015	6	1	0	0	7	
2015 - 2030	12	1	0	0	13	
2030 - 2045	9	0	0	0	9	
2045 - 2100	9	1	0	0	10	39
2100 - 2115	11	0	1	0	12	
2115 - 2130	19	0	0	0	19	
2130 - 2145	10	0	0	0	10	
2145 - 2200	10	0	0	0	10	51
2200 - 2215	2	0	0	0	2	
2215 - 2230	5	0	0	0	5	
2230 - 2245	8	0	0	0	8	
2245 - 2300	11	0	0	0	11	26
2300 - 2315	6	0	0	0	6	
2315 - 2330	2	0	0	0	2	
2330 - 2345	1	0	0	0	1	
2345 - 0000	3	0	0	0	3	12

Session Total	2395	243	101	1	2740
Session Average	24.95	2.53	1.05	0.01	28.54
Session Percentage	87.41	8.87	3.69	0.04	

AM Peak Hour	0615 - 0715	0830 - 0930	0730 - 0830	0830 - 0930	0615 - 0715
AM Peak Volume	391	31	13	1	426
AM Peak %age	91.78	7.28	3.05	0.23	

Noon Peak Hour	1345 - 1445	1245 - 1345	1015 - 1115	-	1345 - 1445
Noon Peak Volume	159	27	10	0	180
Noon Peak %age	88.33	15.00	5.56	0.00	

PM Peak Hour	1500 - 1600	1830 - 1930	1530 - 1630	-	-	-	-	-	-	-	-	-	-	1500 - 1600
PM Peak Volume	135	13	7	0	0	0	0	0	0	0	0	0	0	149
PM Peak %age	90.60	8.72	4.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

User Peak Volume	14	1	1	0	0	0	0	0	0	0	0	0	0	16
User Peak %age	87.50	6.25	6.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || Bi-Directional 15min

Rutherford & Wilson County, TN (Refilm Needed)

Marr Traffic DATA COLLECTION
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Site 2
TN-452 Bill France Blvd,
west of TN-10 Murfreesboro Rd

Date
Thursday, May 8, 2025

Lat/Long
36.022661°, -86.366110°

Weather
Cloudy
68°F

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0000 - 2400 (Weekday 24h Session) (05-08-2025)
Bi-Directional 15min

	Bi-Directional 15min				15min	60min
Time	1-3	4-7	8-13	Bicycles	Total	Total
0000 - 0015	12	0	0	0	12	
0015 - 0030	6	1	0	0	7	
0030 - 0045	19	0	1	0	20	
0045 - 0100	21	0	0	0	21	60
0100 - 0115	18	0	0	0	18	
0115 - 0130	7	0	0	0	7	
0130 - 0145	8	0	0	0	8	
0145 - 0200	5	0	0	0	5	38
0200 - 0215	4	0	0	0	4	
0215 - 0230	4	0	0	0	4	
0230 - 0245	8	4	0	0	12	
0245 - 0300	19	3	0	0	22	42
0300 - 0315	17	2	0	0	19	
0315 - 0330	16	1	1	0	18	
0330 - 0345	11	0	0	0	11	
0345 - 0400	7	0	0	0	7	55
0400 - 0415	12	4	0	0	16	
0415 - 0430	17	1	1	0	19	
0430 - 0445	42	1	0	0	43	
0445 - 0500	28	1	2	0	31	109
0500 - 0515	36	3	0	0	39	
0515 - 0530	51	6	4	0	61	
0530 - 0545	67	2	1	0	70	
0545 - 0600	81	5	2	0	88	258
0600 - 0615	89	5	2	0	96	
0615 - 0630	126	7	2	0	135	
0630 - 0645	120	5	5	0	130	
0645 - 0700	120	13	4	0	137	498
0700 - 0715	97	10	4	0	111	
0715 - 0730	106	5	0	0	111	
0730 - 0745	73	21	3	1	98	
0745 - 0800	94	12	6	0	112	432
0800 - 0815	59	4	7	0	70	
0815 - 0830	48	8	4	0	60	
0830 - 0845	29	19	3	0	51	
0845 - 0900	42	8	4	0	54	235
0900 - 0915	52	6	2	0	60	
0915 - 0930	45	17	6	1	69	
0930 - 0945	55	10	1	0	66	
0945 - 1000	31	3	0	0	34	229
1000 - 1015	42	9	3	0	54	
1015 - 1030	50	13	7	0	70	
1030 - 1045	29	11	1	0	41	
1045 - 1100	47	12	3	0	62	227
1100 - 1115	42	8	6	0	56	
1115 - 1130	41	11	2	0	54	
1130 - 1145	26	10	5	0	41	
1145 - 1200	34	7	2	0	43	194
1200 - 1215	37	11	5	0	53	
1215 - 1230	35	8	3	0	46	
1230 - 1245	31	13	4	0	48	
1245 - 1300	32	10	5	0	47	194
1300 - 1315	38	11	3	0	52	
1315 - 1330	46	19	2	0	67	
1330 - 1345	61	18	4	0	83	
1345 - 1400	74	8	4	0	86	288
1400 - 1415	92	7	3	0	102	
1415 - 1430	66	6	5	0	77	
1430 - 1445	88	5	2	0	95	
1445 - 1500	94	5	2	0	101	375
1500 - 1515	98	5	3	0	106	
1515 - 1530	89	10	4	0	103	
1530 - 1545	109	6	5	0	120	
1545 - 1600	106	11	4	0	121	450
1600 - 1615	112	9	8	0	129	
1615 - 1630	100	7	4	0	111	
1630 - 1645	141	3	4	0	148	
1645 - 1700	129	2	1	0	132	520
1700 - 1715	121	3	1	0	125	
1715 - 1730	128	0	4	0	132	
1730 - 1745	126	6	4	0	136	
1745 - 1800	122	0	0	0	122	515
1800 - 1815	66	1	2	0	69	
1815 - 1830	77	2	1	0	80	
1830 - 1845	58	1	2	0	61	
1845 - 1900	49	5	0	0	54	264
1900 - 1915	46	2	1	0	49	
1915 - 1930	42	5	0	0	47	
1930 - 1945	37	3	0	0	40	
1945 - 2000	35	0	1	0	36	172
2000 - 2015	24	1	0	0	25	
2015 - 2030	30	1	0	0	31	
2030 - 2045	43	0	0	0	43	
2045 - 2100	31	1	0	0	32	131
2100 - 2115	33	0	1	0	34	
2115 - 2130	30	0	0	0	30	
2130 - 2145	20	0	0	0	20	
2145 - 2200	20	0	0	0	20	104
2200 - 2215	24	0	0	0	24	
2215 - 2230	20	0	0	0	20	
2230 - 2245	25	0	0	0	25	
2245 - 2300	24	0	0	0	24	93
2300 - 2315	31	0	0	0	31	
2315 - 2330	14	0	0	0	14	
2330 - 2345	8	0	0	0	8	
2345 - 0000	11	0	0	0	11	64

Session Total	4886	473	186	2	5547
Session Average	50.90	4.93	1.94	0.02	57.78
Session Percentage	88.08	8.53	3.35	0.04	

AM Peak Hour	0615 - 0715	0830 - 0930	0730 - 0830	0645 - 0745	0615 - 0715
AM Peak Volume	463	50	20	1	513
AM Peak %age	90.25	9.75	3.90	0.19	

Noon Peak Hour	1445 - 1545	1245 - 1345	1015 - 1115	-	1445 - 1545
Noon Peak Volume	390	58	17	0	430
Noon Peak %age	90.70	13.49	3.95	0.00	

PM Peak Hour	1630 - 1730	1515 - 1615	1515 - 1615	-	-	-	-	-	-	-	-	-	-	1630 - 1730
PM Peak Volume	519	36	21	0	0	0	0	0	0	0	0	0	0	537
PM Peak %age	96.65	6.70	3.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

User Peak Volume	58	1	1	0	0	0	0	0	0	0	0	0	0	60
User Peak %age	96.67	1.67	1.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Peak Hour Turning Movement Count

Rutherford & Wilson County, TN

Click here for Map

Marr Traffic DATA COLLECTION

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Wednesday, May 21, 2025		
	Fair	71°F
Period	0600 - 0900	APPLY
Peak Hour	0600 - 0700	APPLY
Global PH	0600 - 0700	APPLY

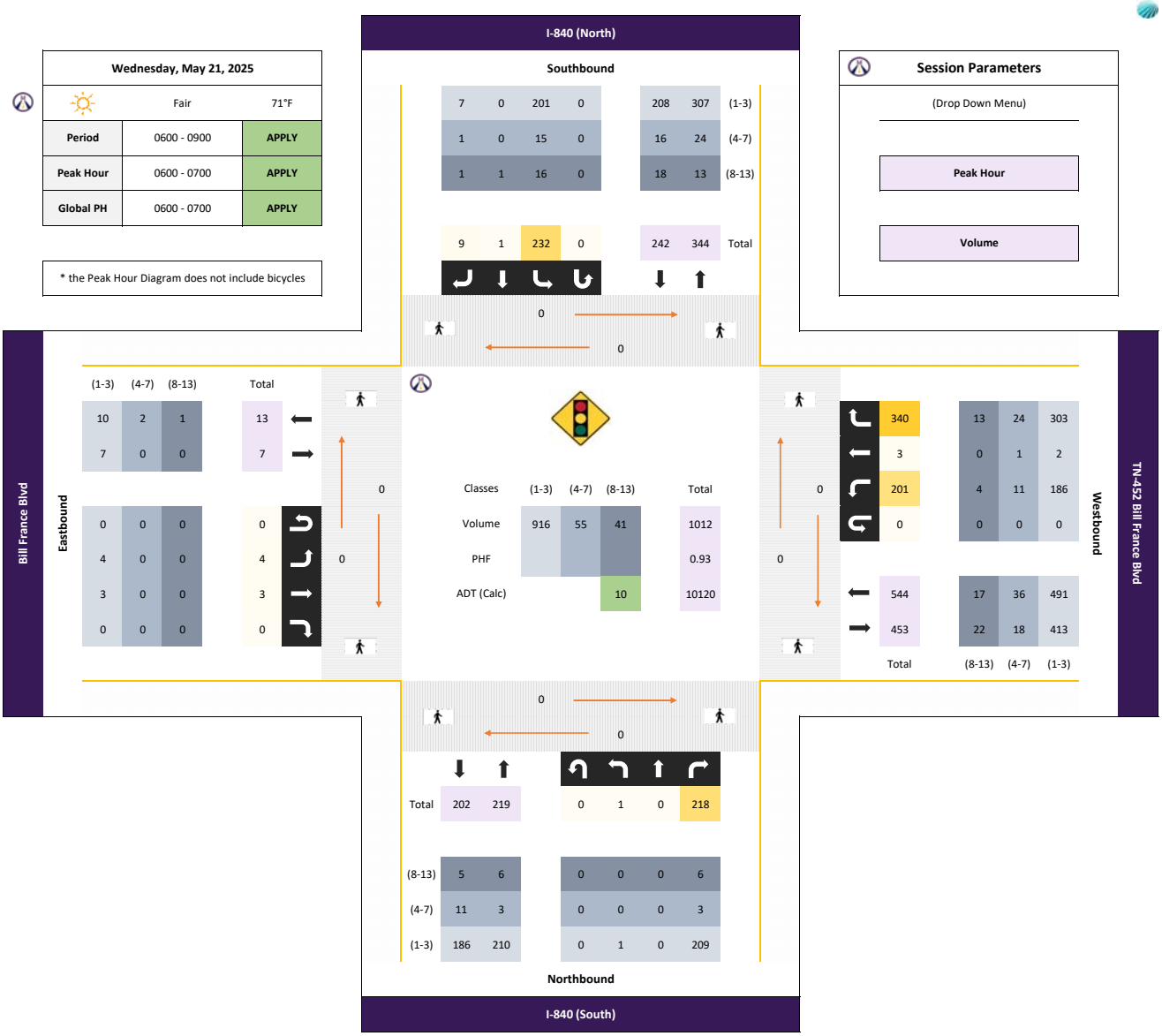
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
0600 - 0615	1	0	39	-	0	40	41	0	3	-	0	44	1	2	0	-	0	3	55	0	79	-	0	134	221
0615 - 0630	0	0	55	-	0	55	55	1	2	-	0	58	0	1	0	-	0	1	46	1	92	-	0	139	253
0630 - 0645	0	0	61	-	0	61	66	0	3	-	0	69	2	0	0	-	0	2	47	2	91	-	0	140	272
0645 - 0700	0	0	63	-	0	63	70	0	1	-	0	71	1	0	0	-	0	1	53	0	78	-	0	131	266
Total	1	0	218	0	0	219	232	1	9	0	0	242	4	3	0	0	0	7	201	3	340	0	0	544	1012
Approach %	0.46	0.00	99.54	0.00	0.00	-	95.87	0.41	3.72	0.00	0.00	-	57.14	42.86	0.00	0.00	0.00	-	36.95	0.55	62.50	0.00	0.00	-	
PHF	0.25	0.00	0.87	0.00	0.00	**0.87**	0.83	0.25	0.75	0.00	0.00	**0.85**	0.50	0.38	0.00	0.00	0.00	**0.58**	0.91	0.38	0.92	0.00	0.00	**0.97**	**0.93**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
0600 - 0615	1	0	37	-	0	38	38	0	3	-	0	41	1	2	0	-	0	3	51	0	70	-	0	121	203
0615 - 0630	0	0	54	-	0	54	45	0	2	-	0	47	0	1	0	-	0	1	42	1	81	-	0	124	226
0630 - 0645	0	0	57	-	0	57	58	0	2	-	0	60	2	0	0	-	0	2	46	1	84	-	0	131	250
0645 - 0700	0	0	61	-	0	61	60	0	0	-	0	60	1	0	0	-	0	1	47	0	68	-	0	115	237
Total	1	0	209	0	0	210	201	0	7	0	0	208	4	3	0	0	0	7	186	2	303	0	0	491	916
Approach %	0.48	0.00	99.52	0.00	0.00	-	96.63	0.00	3.37	0.00	0.00	-	57.14	42.86	0.00	0.00	0.00	-	37.88	0.41	61.71	0.00	0.00	-	
PHF	0.25	0.00	0.86	0.00	0.00	**0.86**	0.84	0.00	0.58	0.00	0.00	**0.87**	0.50	0.38	0.00	0.00	0.00	**0.58**	0.91	0.50	0.90	0.00	0.00	**0.94**	**0.92**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
0600 - 0615	0	0	0	-	0	0	2	0	0	-	0	2	0	0	0	-	0	0	3	0	7	-	0	10	12
0615 - 0630	0	0	0	-	0	0	6	0	0	-	0	6	0	0	0	-	0	0	2	0	5	-	0	7	13
0630 - 0645	0	0	2	-	0	2	4	0	1	-	0	5	0	0	0	-	0	0	1	1	6	-	0	8	15
0645 - 0700	0	0	1	-	0	1	3	0	0	-	0	3	0	0	0	-	0	0	5	0	6	-	0	11	15
Total	0	0	3	0	0	3	15	0	1	0	0	16	0	0	0	0	0	0	11	1	24	0	0	36	55
Approach %	0.00	0.00	100.00	0.00	0.00	-	93.75	0.00	6.25	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	30.56	2.78	66.67	0.00	0.00	-	
PHF	0.00	0.00	0.38	0.00	0.00	**0.38**	0.63	0.00	0.25	0.00	0.00	**0.67**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.55	0.25	0.86	0.00	0.00	**0.82**	**0.92**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
0600 - 0615	0	0	2	-	0	2	1	0	0	-	0	1	0	0	0	-	0	0	1	0	2	-	0	3	6
0615 - 0630	0	0	1	-	0	1	4	1	0	-	0	5	0	0	0	-	0	0	2	0	6	-	0	8	14
0630 - 0645	0	0	2	-	0	2	4	0	0	-	0	4	0	0	0	-	0	0	0	0	1	-	0	1	7
0645 - 0700	0	0	1	-	0	1	7	0	1	-	0	8	0	0	0	-	0	0	1	0	4	-	0	5	14
Total	0	0	6	0	0	6	16	1	1	0	0	18	0	0	0	0	0	0	4	0	13	0	0	17	41
Approach %	0.00	0.00	100.00	0.00	0.00	-	88.89	5.56	5.56	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	23.53	0.00	76.47	0.00	0.00	-	
PHF	0.00	0.00	0.75	0.00	0.00	**0.75**	0.57	0.25	0.25	0.00	0.00	**0.56**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.50	0.00	0.54	0.00	0.00	**0.53**	**0.73**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
0600 - 0615	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0615 - 0630	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0630 - 0645	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0645 - 0700	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Rutherford & Wilson County, TN

Click here for Map

Marr Traffic DATA COLLECTION

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Wednesday, May 21, 2025		
	Fair	71°F
Period	1500 - 1800	APPLY
Peak Hour	1615 - 1715	APPLY
Global PH	1615 - 1715	APPLY

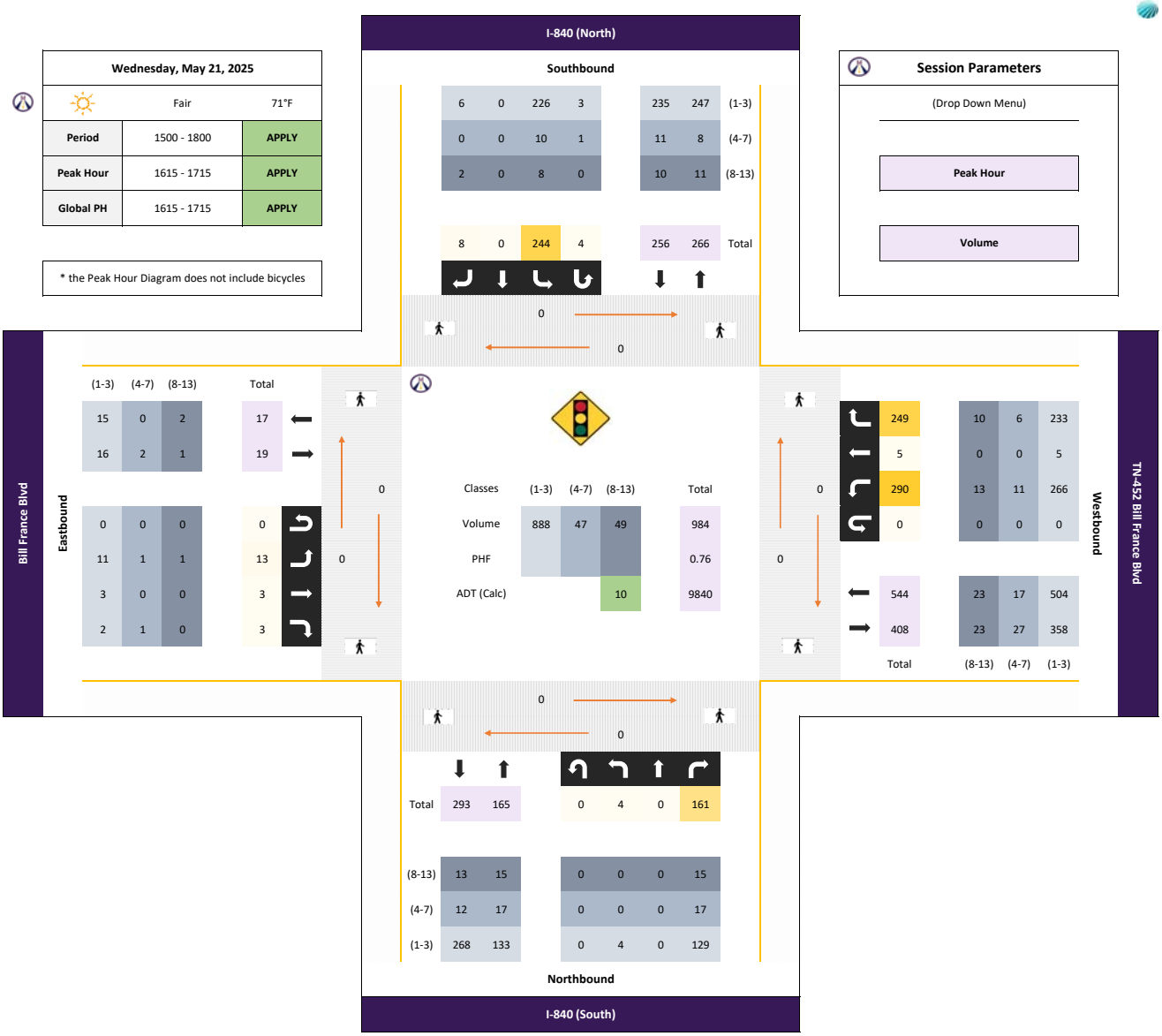
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
1615 - 1630	1	0	33	-	0	34	66	0	1	-	2	69	1	0	2	-	0	3	51	2	41	-	0	94	200
1630 - 1645	1	0	51	-	0	52	63	0	1	-	2	66	3	1	1	-	0	5	121	1	83	-	0	205	328
1645 - 1700	0	0	47	-	0	47	58	0	2	-	0	60	3	1	0	-	0	4	64	2	54	-	0	120	231
1700 - 1715	2	0	30	-	0	32	57	0	4	-	0	61	6	1	0	-	0	7	58	0	74	-	0	132	232
Total	4	0	161	0	0	165	244	0	8	0	4	256	13	3	3	0	0	19	294	5	252	0	0	551	991
Approach %	2.42	0.00	97.58	0.00	0.00	-	95.31	0.00	3.13	0.00	1.56	-	68.42	15.79	15.79	0.00	0.00	-	53.36	0.91	45.74	0.00	0.00	-	
PHF	0.50	0.00	0.79	0.00	0.00	**0.79**	0.92	0.00	0.50	0.00	0.50	**0.93**	0.54	0.75	0.38	0.00	0.00	**0.68**	0.61	0.63	0.76	0.00	0.00	**0.67**	**0.76**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
1615 - 1630	1	0	29	-	0	30	59	0	1	-	1	61	1	0	1	-	0	2	44	2	37	-	0	83	176
1630 - 1645	1	0	41	-	0	42	58	0	1	-	2	61	3	1	1	-	0	5	112	1	75	-	0	188	296
1645 - 1700	0	0	40	-	0	40	56	0	1	-	0	57	3	1	0	-	0	4	60	2	52	-	0	114	215
1700 - 1715	2	0	19	-	0	21	53	0	3	-	0	56	4	1	0	-	0	5	50	0	69	-	0	119	201
Total	4	0	129	0	0	133	226	0	6	0	3	235	11	3	2	0	0	16	266	5	233	0	0	504	888
Approach %	3.01	0.00	96.99	0.00	0.00	-	96.17	0.00	2.55	0.00	1.28	-	68.75	18.75	12.50	0.00	0.00	-	52.78	0.99	46.23	0.00	0.00	-	
PHF	0.50	0.00	0.79	0.00	0.00	**0.79**	0.96	0.00	0.50	0.00	0.38	**0.96**	0.69	0.75	0.50	0.00	0.00	**0.80**	0.59	0.63	0.78	0.00	0.00	**0.67**	**0.75**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
1615 - 1630	0	0	3	-	0	3	4	0	0	-	1	5	0	0	1	-	0	1	4	0	2	-	0	6	15
1630 - 1645	0	0	5	-	0	5	4	0	0	-	0	4	0	0	0	-	0	0	4	0	3	-	0	7	16
1645 - 1700	0	0	4	-	0	4	1	0	0	-	0	1	0	0	0	-	0	0	0	0	1	-	0	1	6
1700 - 1715	0	0	5	-	0	5	1	0	0	-	0	1	1	0	0	-	0	1	3	0	0	-	0	3	10
Total	0	0	17	0	0	17	10	0	0	0	1	11	1	0	1	0	0	2	11	0	6	0	0	17	47
Approach %	0.00	0.00	100.00	0.00	0.00	-	90.91	0.00	0.00	0.00	9.09	-	50.00	0.00	50.00	0.00	0.00	-	64.71	0.00	35.29	0.00	0.00	-	
PHF	0.00	0.00	0.85	0.00	0.00	**0.85**	0.63	0.00	0.00	0.00	0.25	**0.55**	0.25	0.00	0.25	0.00	0.00	**0.50**	0.69	0.00	0.50	0.00	0.00	**0.61**	**0.73**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
1615 - 1630	0	0	1	-	0	1	3	0	0	-	0	3	0	0	0	-	0	0	3	0	2	-	0	5	9
1630 - 1645	0	0	5	-	0	5	1	0	0	-	0	1	0	0	0	-	0	0	5	0	5	-	0	10	16
1645 - 1700	0	0	3	-	0	3	1	0	1	-	0	2	0	0	0	-	0	0	0	0	1	-	0	1	6
1700 - 1715	0	0	6	-	0	6	3	0	1	-	0	4	1	0	0	-	0	1	5	0	2	-	0	7	18
Total	0	0	15	0	0	15	8	0	2	0	0	10	1	0	0	0	0	1	13	0	10	0	0	23	49
Approach %	0.00	0.00	100.00	0.00	0.00	-	80.00	0.00	20.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	56.52	0.00	43.48	0.00	0.00	-	
PHF	0.00	0.00	0.63	0.00	0.00	**0.63**	0.67	0.00	0.50	0.00	0.00	**0.63**	0.25	0.00	0.00	0.00	0.00	**0.25**	0.65	0.00	0.50	0.00	0.00	**0.58**	**0.68**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
1615 - 1630	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1630 - 1645	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1645 - 1700	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	4	0	0	-	0	4	4
1700 - 1715	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	3	-	0	3	3
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	3	0	0	7	7
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	57.14	0.00	42.86	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.25	0.00	0.25	0.00	0.00	**0.44**	**0.44**

Start Date: 5/21/2025	Bill France Blvd Eastbound			TN-452 Bill France Blvd Westbound			I-840 (South) Northbound			I-840 (North) Southbound			
Time	**EBL**	**EBT**	**EBR**	**WBL**	**WBT**	**WBR**	**NBL**	**NBT**	**NBR**	**SBL**	**SBT**	**SBR**	**Total**
15 Minute Totals													
12:00 AM - 12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 AM - 12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 AM - 12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 AM - 01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 AM - 01:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 AM - 01:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 AM - 01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 AM - 02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM - 02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 AM - 02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 AM - 02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 AM - 03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM - 03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 AM - 03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 AM - 03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 AM - 04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM - 04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 AM - 04:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 AM - 04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 AM - 05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM - 05:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 AM - 05:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 AM - 05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 AM - 06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM - 06:15 AM	1	2	0	55	0	79	1	0	39	41	0	3	221
06:15 AM - 06:30 AM	0	1	0	46	1	92	0	0	55	55	1	2	253
06:30 AM - 06:45 AM	2	0	0	47	2	91	0	0	61	66	0	3	272
06:45 AM - 07:00 AM	1	0	0	53	0	78	0	0	63	70	0	1	266
07:00 AM - 07:15 AM	0	0	1	59	0	54	0	0	36	47	1	0	198
07:15 AM - 07:30 AM	0	0	0	52	0	74	0	0	43	44	0	1	214
07:30 AM - 07:45 AM	0	0	1	68	1	62	0	0	66	75	0	1	274
07:45 AM - 08:00 AM	1	0	0	33	0	57	1	0	49	61	0	0	202
08:00 AM - 08:15 AM	0	0	0	25	0	56	1	0	26	38	1	0	147
08:15 AM - 08:30 AM	1	0	3	24	0	41	0	1	25	30	0	2	127
08:30 AM - 08:45 AM	2	1	1	25	0	32	0	0	30	52	0	2	145
08:45 AM - 09:00 AM	2	0	1	36	0	33	1	2	34	46	0	0	155
09:00 AM - 09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM - 09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM - 09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM - 10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM - 10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM - 10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM - 10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM - 11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM - 11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM - 11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM - 11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM - 12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM - 12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM - 12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM - 12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM - 01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM - 01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM - 01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM - 01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM - 02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM - 02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 PM - 02:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM - 02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 PM - 03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM - 03:15 PM	1	2	1	58	1	55	0	0	57	56	0	0	231
03:15 PM - 03:30 PM	1	1	1	40	0	48	3	0	46	52	0	1	193
03:30 PM - 03:45 PM	0	1	4	78	0	63	3	0	42	66	0	2	259
03:45 PM - 04:00 PM	0	1	1	60	0	60	0	0	40	51	2	0	215
04:00 PM - 04:15 PM	0	0	1	49	1	43	0	0	36	62	0	2	194
04:15 PM - 04:30 PM	1	0	2	51	2	41	1	0	33	66	0	1	198
04:30 PM - 04:45 PM	3	1	1	121	1	83	1	0	51	63	0	1	326
04:45 PM - 05:00 PM	3	1	0	64	2	54	0	0	47	58	0	2	231
05:00 PM - 05:15 PM	6	1	0	58	0	74	2	0	30	57	0	4	232
05:15 PM - 05:30 PM	1	1	0	34	0	37	0	0	51	60	0	1	185
05:30 PM - 05:45 PM	1	0	1	58	2	68	2	0	47	67	0	0	246
05:45 PM - 06:00 PM	1	1	0	53	0	40	1	0	53	61	1	0	211
06:00 PM - 06:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 PM - 06:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 PM - 06:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 PM - 07:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 PM - 07:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 PM - 07:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 PM - 07:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 PM - 08:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00 PM - 08:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15 PM - 08:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30 PM - 08:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45 PM - 09:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00 PM - 09:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 PM - 09:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 PM - 09:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 PM - 10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM - 10:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 PM - 10:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 PM - 10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 PM - 11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM - 11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM - 11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM - 11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM - 12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0

Peak Hour Turning Movement Count

Rutherford & Wilson County, TN (Refilm Needed)

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All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
0600 - 0615	7	2	2	-	0	11	3	0	3	-	0	6	12	105	3	-	0	120	0	112	3	-	0	115	252
0615 - 0630	19	1	2	-	0	22	0	0	1	-	0	1	8	91	1	-	0	100	1	109	6	-	0	116	239
0630 - 0645	14	3	4	-	0	21	0	0	3	-	0	3	2	86	1	-	0	89	0	126	7	-	0	133	246
0645 - 0700	19	6	3	-	0	28	1	1	6	-	0	8	6	158	0	-	0	164	0	100	7	-	0	107	307
Total	59	12	11	0	0	82	4	1	13	0	0	18	28	440	5	0	0	473	1	447	23	0	0	471	1044
Approach %	71.95	14.63	13.41	0.00	0.00	-	22.22	5.56	72.22	0.00	0.00	-	5.92	93.02	1.06	0.00	0.00	-	0.21	94.90	4.88	0.00	0.00	-	
PHF	0.78	0.50	0.69	0.00	0.00	**0.73**	0.33	0.25	0.54	0.00	0.00	**0.56**	0.58	0.70	0.42	0.00	0.00	**0.72**	0.25	0.89	0.82	0.00	0.00	**0.89**	**0.85**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
0600 - 0615	7	2	2	-	0	11	3	0	2	-	0	5	9	93	3	-	0	105	0	103	3	-	0	106	227
0615 - 0630	18	1	1	-	0	20	0	0	1	-	0	1	8	82	1	-	0	91	1	96	6	-	0	103	215
0630 - 0645	14	3	4	-	0	21	0	0	3	-	0	3	2	80	1	-	0	83	0	111	7	-	0	118	225
0645 - 0700	18	6	3	-	0	27	1	1	6	-	0	8	6	148	0	-	0	154	0	87	6	-	0	93	282
Total	57	12	10	0	0	79	4	1	12	0	0	17	25	403	5	0	0	433	1	397	22	0	0	420	949
Approach %	72.15	15.19	12.66	0.00	0.00	-	23.53	5.88	70.59	0.00	0.00	-	5.77	93.07	1.15	0.00	0.00	-	0.24	94.52	5.24	0.00	0.00	-	
PHF	0.79	0.50	0.63	0.00	0.00	**0.73**	0.33	0.25	0.50	0.00	0.00	**0.53**	0.69	0.68	0.42	0.00	0.00	**0.70**	0.25	0.89	0.79	0.00	0.00	**0.89**	**0.84**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
0600 - 0615	0	0	0	-	0	0	0	0	1	-	0	1	3	4	0	-	0	7	0	6	0	-	0	6	14
0615 - 0630	1	0	1	-	0	2	0	0	0	-	0	0	0	3	0	-	0	3	0	10	0	-	0	10	15
0630 - 0645	0	0	0	-	0	0	0	0	0	-	0	0	0	2	0	-	0	2	0	6	0	-	0	6	8
0645 - 0700	1	0	0	-	0	1	0	0	0	-	0	0	0	1	0	-	0	1	0	7	1	-	0	8	10
Total	2	0	1	0	0	3	0	0	1	0	0	1	3	10	0	0	0	13	0	29	1	0	0	30	47
Approach %	66.67	0.00	33.33	0.00	0.00	-	0.00	0.00	100.00	0.00	0.00	-	23.08	76.92	0.00	0.00	0.00	-	0.00	96.67	3.33	0.00	0.00	-	
PHF	0.50	0.00	0.25	0.00	0.00	**0.38**	0.00	0.00	0.25	0.00	0.00	**0.25**	0.25	0.63	0.00	0.00	0.00	**0.46**	0.00	0.73	0.25	0.00	0.00	**0.75**	**0.78**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
0600 - 0615	0	0	0	-	0	0	0	0	0	-	0	0	0	8	0	-	0	8	0	3	0	-	0	3	11
0615 - 0630	0	0	0	-	0	0	0	0	0	-	0	0	0	6	0	-	0	6	0	3	0	-	0	3	9
0630 - 0645	0	0	0	-	0	0	0	0	0	-	0	0	0	4	0	-	0	4	0	9	0	-	0	9	13
0645 - 0700	0	0	0	-	0	0	0	0	0	-	0	0	0	9	0	-	0	9	0	6	0	-	0	6	15
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	27	0	0	0	27	0	21	0	0	0	21	48
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.75	0.00	0.00	0.00	**0.75**	0.00	0.58	0.00	0.00	0.00	**0.58**	**0.80**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
0600 - 0615	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0615 - 0630	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0630 - 0645	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0645 - 0700	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Rutherford & Wilson County, TN (Refilm Needed)

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All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1545 - 1600	6	1	2	-	0	9	6	1	6	-	0	13	9	92	9	-	0	110	0	92	9	-	0	101	233
1600 - 1615	1	0	2	-	0	3	3	1	9	-	0	13	6	117	10	-	0	133	1	85	9	-	0	95	244
1615 - 1630	3	1	1	-	0	5	8	3	1	-	0	12	1	77	17	-	0	95	0	96	4	-	0	100	212
1630 - 1645	4	2	1	-	0	7	6	1	6	-	0	13	4	114	13	-	0	131	5	185	9	-	0	199	350
Total	14	4	6	0	0	24	23	6	22	0	0	51	20	400	49	0	0	469	6	458	31	0	0	495	1039
Approach %	58.33	16.67	25.00	0.00	0.00	-	45.10	11.76	43.14	0.00	0.00	-	4.26	85.29	10.45	0.00	0.00	-	1.21	92.53	6.26	0.00	0.00	-	
PHF	0.58	0.50	0.75	0.00	0.00	**0.67**	0.72	0.50	0.61	0.00	0.00	**0.98**	0.56	0.85	0.72	0.00	0.00	**0.88**	0.30	0.62	0.86	0.00	0.00	**0.62**	**0.74**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1545 - 1600	6	1	0	-	0	7	5	1	5	-	0	11	6	79	9	-	0	94	0	83	8	-	0	91	203
1600 - 1615	1	0	2	-	0	3	2	1	8	-	0	11	5	99	10	-	0	114	1	72	8	-	0	81	209
1615 - 1630	3	1	1	-	0	5	7	3	1	-	0	11	1	65	17	-	0	83	0	84	4	-	0	88	187
1630 - 1645	4	2	1	-	0	7	6	1	6	-	0	13	3	100	12	-	0	115	5	176	9	-	0	190	325
Total	14	4	4	0	0	22	20	6	20	0	0	46	15	343	48	0	0	406	6	415	29	0	0	450	924
Approach %	63.64	18.18	18.18	0.00	0.00	-	43.48	13.04	43.48	0.00	0.00	-	3.69	84.48	11.82	0.00	0.00	-	1.33	92.22	6.44	0.00	0.00	-	
PHF	0.58	0.50	0.50	0.00	0.00	**0.79**	0.71	0.50	0.63	0.00	0.00	**0.88**	0.63	0.86	0.71	0.00	0.00	**0.88**	0.30	0.59	0.81	0.00	0.00	**0.59**	**0.71**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1545 - 1600	0	0	2	-	0	2	1	0	1	-	0	2	0	6	0	-	0	6	0	3	1	-	0	4	14
1600 - 1615	0	0	0	-	0	0	1	0	1	-	0	2	1	10	0	-	0	11	0	5	1	-	0	6	19
1615 - 1630	0	0	0	-	0	0	1	0	0	-	0	1	0	6	0	-	0	6	0	6	0	-	0	6	13
1630 - 1645	0	0	0	-	0	0	0	0	0	-	0	0	0	4	1	-	0	5	0	2	0	-	0	2	7
Total	0	0	2	0	0	2	3	0	2	0	0	5	1	26	1	0	0	28	0	16	2	0	0	18	53
Approach %	0.00	0.00	100.00	0.00	0.00	-	60.00	0.00	40.00	0.00	0.00	-	3.57	92.86	3.57	0.00	0.00	-	0.00	88.89	11.11	0.00	0.00	-	
PHF	0.00	0.00	0.25	0.00	0.00	**0.25**	0.75	0.00	0.50	0.00	0.00	**0.63**	0.25	0.65	0.25	0.00	0.00	**0.64**	0.00	0.67	0.50	0.00	0.00	**0.75**	**0.70**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1545 - 1600	0	0	0	-	0	0	0	0	0	-	0	0	3	7	0	-	0	10	0	6	0	-	0	6	16
1600 - 1615	0	0	0	-	0	0	0	0	0	-	0	0	0	8	0	-	0	8	0	8	0	-	0	8	16
1615 - 1630	0	0	0	-	0	0	0	0	0	-	0	0	0	6	0	-	0	6	0	6	0	-	0	6	12
1630 - 1645	0	0	0	-	0	0	0	0	0	-	0	0	1	10	0	-	0	11	0	7	0	-	0	7	18
Total	0	0	0	0	0	0	0	0	0	0	0	0	4	31	0	0	0	35	0	27	0	0	0	27	62
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	11.43	88.57	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.33	0.78	0.00	0.00	0.00	**0.80**	0.00	0.84	0.00	0.00	0.00	**0.84**	**0.86**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1545 - 1600	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1600 - 1615	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1615 - 1630	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1630 - 1645	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Start Date: 5/8/2025	TN-452 Bill France Blvd (West) Eastbound			TN-452 Bill France Blvd (East) Westbound			Mona Rd Northbound			McCrary Rd Southbound			
Time	**EBL**	**EBT**	**EBR**	**WBL**	**WBT**	**WBR**	**NBL**	**NBT**	**NBR**	**SBL**	**SBT**	**SBR**	**Total**
15 Minute Totals													
12:00 AM - 12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 AM - 12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 AM - 12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 AM - 01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 AM - 01:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 AM - 01:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 AM - 01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 AM - 02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM - 02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 AM - 02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 AM - 02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 AM - 03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM - 03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 AM - 03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 AM - 03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 AM - 04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM - 04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 AM - 04:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 AM - 04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 AM - 05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM - 05:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 AM - 05:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 AM - 05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 AM - 06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM - 06:15 AM	12	105	3	0	112	3	7	2	2	3	0	3	252
06:15 AM - 06:30 AM	8	91	1	1	109	6	19	1	2	0	0	1	239
06:30 AM - 06:45 AM	2	86	1	0	126	7	14	3	4	0	0	3	246
06:45 AM - 07:00 AM	6	158	0	0	100	7	19	6	3	1	1	6	307
07:00 AM - 07:15 AM	11	60	2	2	118	10	20	1	3	6	0	1	234
07:15 AM - 07:30 AM	9	66	3	1	94	4	22	5	1	4	0	5	214
07:30 AM - 07:45 AM	14	102	1	1	101	7	25	3	3	2	0	3	262
07:45 AM - 08:00 AM	18	99	0	0	83	5	15	2	3	4	0	2	231
08:00 AM - 08:15 AM	22	81	0	1	54	6	6	1	1	3	0	2	177
08:15 AM - 08:30 AM	25	57	6	0	64	9	6	1	0	6	0	3	177
08:30 AM - 08:45 AM	20	60	2	1	45	3	5	0	1	2	1	1	141
08:45 AM - 09:00 AM	25	64	2	0	39	6	4	2	0	5	0	0	147
09:00 AM - 09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM - 09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM - 09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM - 10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM - 10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM - 10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM - 10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM - 11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM - 11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM - 11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM - 11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM - 12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM - 12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM - 12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM - 12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM - 01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM - 01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM - 01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM - 01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM - 02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM - 02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 PM - 02:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM - 02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 PM - 03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM - 03:15 PM	3	86	4	1	112	7	8	2	1	4	1	32	261
03:15 PM - 03:30 PM	2	103	8	0	78	5	8	1	1	10	3	15	234
03:30 PM - 03:45 PM	10	83	11	0	151	6	5	0	1	4	2	13	286
03:45 PM - 04:00 PM	9	92	9	0	92	9	6	1	2	6	1	6	233
04:00 PM - 04:15 PM	6	117	10	1	85	9	1	0	2	3	1	9	244
04:15 PM - 04:30 PM	1	77	17	0	96	4	3	1	1	8	3	1	212
04:30 PM - 04:45 PM	4	114	13	5	185	9	4	2	1	6	1	6	350
04:45 PM - 05:00 PM	2	96	22	0	80	3	2	1	1	10	2	4	223
05:00 PM - 05:15 PM	5	113	12	3	71	3	4	1	3	6	1	8	230
05:15 PM - 05:30 PM	2	112	9	1	54	1	1	1	0	7	5	7	200
05:30 PM - 05:45 PM	6	99	6	3	112	4	6	0	0	1	1	4	242
05:45 PM - 06:00 PM	1	103	5	1	79	4	0	0	0	4	2	1	200
06:00 PM - 06:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 PM - 06:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 PM - 06:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 PM - 07:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 PM - 07:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 PM - 07:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 PM - 07:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 PM - 08:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00 PM - 08:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15 PM - 08:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30 PM - 08:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45 PM - 09:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00 PM - 09:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 PM - 09:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 PM - 09:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 PM - 10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM - 10:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 PM - 10:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 PM - 10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 PM - 11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM - 11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM - 11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM - 11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM - 12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0

Peak Hour Turning Movement Count

Rutherford & Wilson County, TN (Refilm Needed)

Click here for Map

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Thursday, May 8, 2025		
	Cloudy	68°F
Period	0600 - 0900	APPLY
Peak Hour	0615 - 0715	APPLY
Global PH	0600 - 0700	APPLY

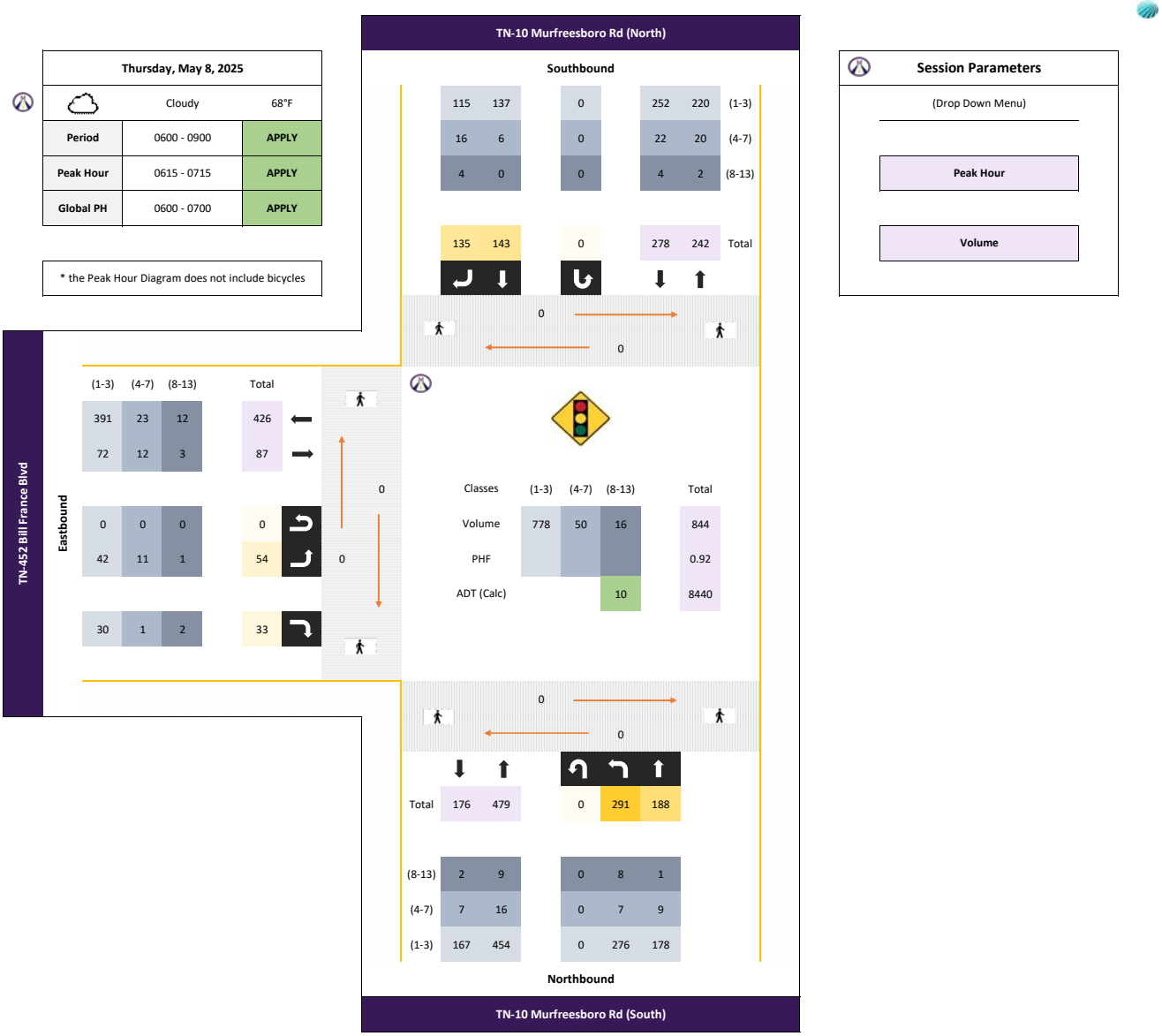
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
0615 - 0630	74	36	-	-	0	110	-	32	41	-	0	73	12	-	8	-	0	20	-	-	-	-	-	0	203
0630 - 0645	73	50	-	-	0	123	-	50	36	-	0	86	11	-	10	-	0	21	-	-	-	-	-	0	230
0645 - 0700	76	47	-	-	0	123	-	42	39	-	0	81	11	-	11	-	0	22	-	-	-	-	-	0	226
0700 - 0715	68	55	-	-	0	123	-	19	19	-	0	38	20	-	4	-	0	24	-	-	-	-	-	0	185
Total	291	188	0	0	0	479	0	143	135	0	0	278	54	0	33	0	0	87	0	0	0	0	0	0	844
Approach %	60.75	39.25	0.00	0.00	0.00	-	0.00	51.44	48.56	0.00	0.00	-	62.07	0.00	37.93	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.96	0.85	0.00	0.00	0.00	**0.97**	0.00	0.72	0.82	0.00	0.00	**0.81**	0.68	0.00	0.75	0.00	0.00	**0.91**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.92**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
0615 - 0630	72	32	-	-	0	104	-	30	36	-	0	66	10	-	8	-	0	18	-	-	-	-	-	0	188
0630 - 0645	70	48	-	-	0	118	-	50	30	-	0	80	10	-	10	-	0	20	-	-	-	-	-	0	218
0645 - 0700	73	46	-	-	0	119	-	39	30	-	0	69	8	-	9	-	0	17	-	-	-	-	-	0	205
0700 - 0715	61	52	-	-	0	113	-	18	19	-	0	37	14	-	3	-	0	17	-	-	-	-	-	0	167
Total	276	178	0	0	0	454	0	137	115	0	0	252	42	0	30	0	0	72	0	0	0	0	0	0	778
Approach %	60.79	39.21	0.00	0.00	0.00	-	0.00	54.37	45.63	0.00	0.00	-	58.33	0.00	41.67	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.95	0.86	0.00	0.00	0.00	**0.95**	0.00	0.69	0.80	0.00	0.00	**0.79**	0.75	0.00	0.75	0.00	0.00	**0.90**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.89**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
0615 - 0630	1	4	-	-	0	5	-	2	5	-	0	7	1	-	0	-	0	1	-	-	-	-	-	0	13
0630 - 0645	1	2	-	-	0	3	-	0	3	-	0	3	1	-	0	-	0	1	-	-	-	-	-	0	7
0645 - 0700	1	1	-	-	0	2	-	3	8	-	0	11	3	-	1	-	0	4	-	-	-	-	-	0	17
0700 - 0715	4	2	-	-	0	6	-	1	0	-	0	1	6	-	0	-	0	6	-	-	-	-	-	0	13
Total	7	9	0	0	0	16	0	6	16	0	0	22	11	0	1	0	0	12	0	0	0	0	0	0	50
Approach %	43.75	56.25	0.00	0.00	0.00	-	0.00	27.27	72.73	0.00	0.00	-	91.67	0.00	8.33	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.44	0.56	0.00	0.00	0.00	**0.67**	0.00	0.50	0.50	0.00	0.00	**0.50**	0.46	0.00	0.25	0.00	0.00	**0.50**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.74**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
0615 - 0630	1	0	-	-	0	1	-	0	0	-	0	0	1	-	0	-	0	1	-	-	-	-	-	0	2
0630 - 0645	2	0	-	-	0	2	-	0	3	-	0	3	0	-	0	-	0	0	-	-	-	-	-	0	5
0645 - 0700	2	0	-	-	0	2	-	0	1	-	0	1	0	-	1	-	0	1	-	-	-	-	-	0	4
0700 - 0715	3	1	-	-	0	4	-	0	0	-	0	0	0	-	1	-	0	1	-	-	-	-	-	0	5
Total	8	1	0	0	0	9	0	0	4	0	0	4	1	0	2	0	0	3	0	0	0	0	0	0	16
Approach %	88.89	11.11	0.00	0.00	0.00	-	0.00	0.00	100.00	0.00	0.00	-	33.33	0.00	66.67	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.67	0.25	0.00	0.00	0.00	**0.56**	0.00	0.00	0.33	0.00	0.00	**0.33**	0.25	0.00	0.50	0.00	0.00	**0.75**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.80**

Bicycles

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
0615 - 0630	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
0630 - 0645	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
0645 - 0700	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
0700 - 0715	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Rutherford & Wilson County, TN (Refilm Needed)

Click here for Map

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Thursday, May 8, 2025		
	Cloudy	68°F
Period	1500 - 1800	APPLY
Peak Hour	1630 - 1730	APPLY
Global PH	1600 - 1700	APPLY

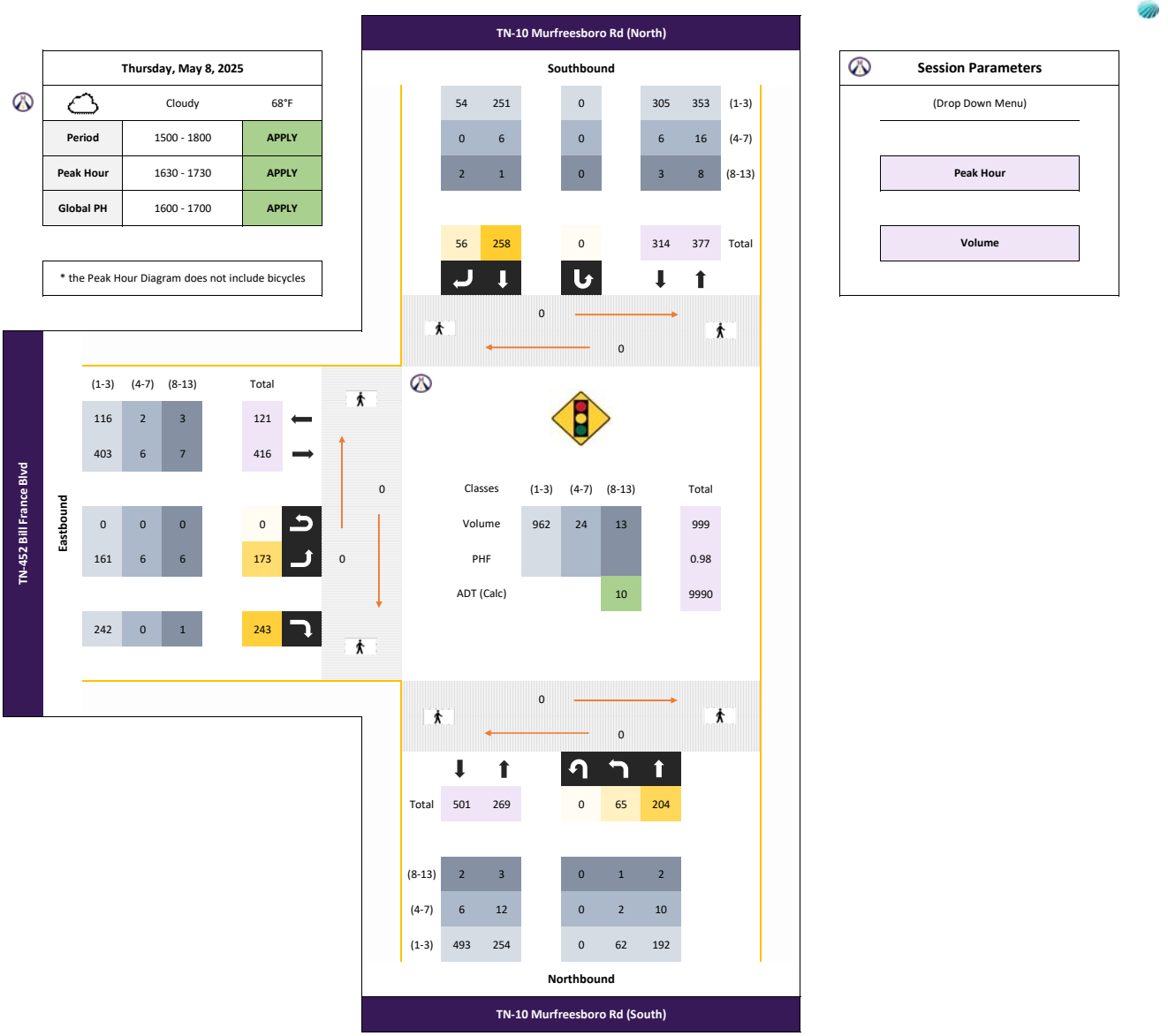
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
1630 - 1645	20	55	-	-	0	75	-	52	13	-	0	65	49	-	66	-	0	115	-	-	-	-	-	0	255
1645 - 1700	14	52	-	-	0	66	-	62	13	-	0	75	42	-	63	-	0	105	-	-	-	-	-	0	246
1700 - 1715	14	46	-	-	0	60	-	75	15	-	0	90	39	-	57	-	0	96	-	-	-	-	-	0	246
1715 - 1730	17	51	-	-	0	68	-	69	15	-	0	84	43	-	57	-	0	100	-	-	-	-	-	0	252
Total	65	204	0	0	0	269	0	258	56	0	0	314	173	0	243	0	0	416	0	0	0	0	0	0	999
Approach %	24.16	75.84	0.00	0.00	0.00	-	0.00	82.17	17.83	0.00	0.00	-	41.59	0.00	58.41	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.81	0.93	0.00	0.00	0.00	**0.90**	0.00	0.86	0.93	0.00	0.00	**0.87**	0.88	0.00	0.92	0.00	0.00	**0.90**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.98**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
1630 - 1645	20	52	-	-	0	72	-	50	13	-	0	63	43	-	65	-	0	108	-	-	-	-	-	0	243
1645 - 1700	13	49	-	-	0	62	-	60	13	-	0	73	40	-	63	-	0	103	-	-	-	-	-	0	238
1700 - 1715	12	43	-	-	0	55	-	74	15	-	0	89	37	-	57	-	0	94	-	-	-	-	-	0	238
1715 - 1730	17	48	-	-	0	65	-	67	13	-	0	80	41	-	57	-	0	98	-	-	-	-	-	0	243
Total	62	192	0	0	0	254	0	251	54	0	0	305	161	0	242	0	0	403	0	0	0	0	0	0	962
Approach %	24.41	75.59	0.00	0.00	0.00	-	0.00	82.30	17.70	0.00	0.00	-	39.95	0.00	60.05	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.78	0.92	0.00	0.00	0.00	**0.88**	0.00	0.85	0.90	0.00	0.00	**0.86**	0.94	0.00	0.93	0.00	0.00	**0.93**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.99**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
1630 - 1645	0	3	-	-	0	3	-	2	0	-	0	2	3	-	0	-	0	3	-	-	-	-	-	0	8
1645 - 1700	0	2	-	-	0	2	-	2	0	-	0	2	2	-	0	-	0	2	-	-	-	-	-	0	6
1700 - 1715	2	3	-	-	0	5	-	1	0	-	0	1	1	-	0	-	0	1	-	-	-	-	-	0	7
1715 - 1730	0	2	-	-	0	2	-	1	0	-	0	1	0	-	0	-	0	0	-	-	-	-	-	0	3
Total	2	10	0	0	0	12	0	6	0	0	0	6	6	0	0	0	0	6	0	0	0	0	0	0	24
Approach %	16.67	83.33	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.25	0.83	0.00	0.00	0.00	**0.60**	0.00	0.75	0.00	0.00	0.00	**0.75**	0.50	0.00	0.00	0.00	0.00	**0.50**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.75**

Combination Trucks (8-13)

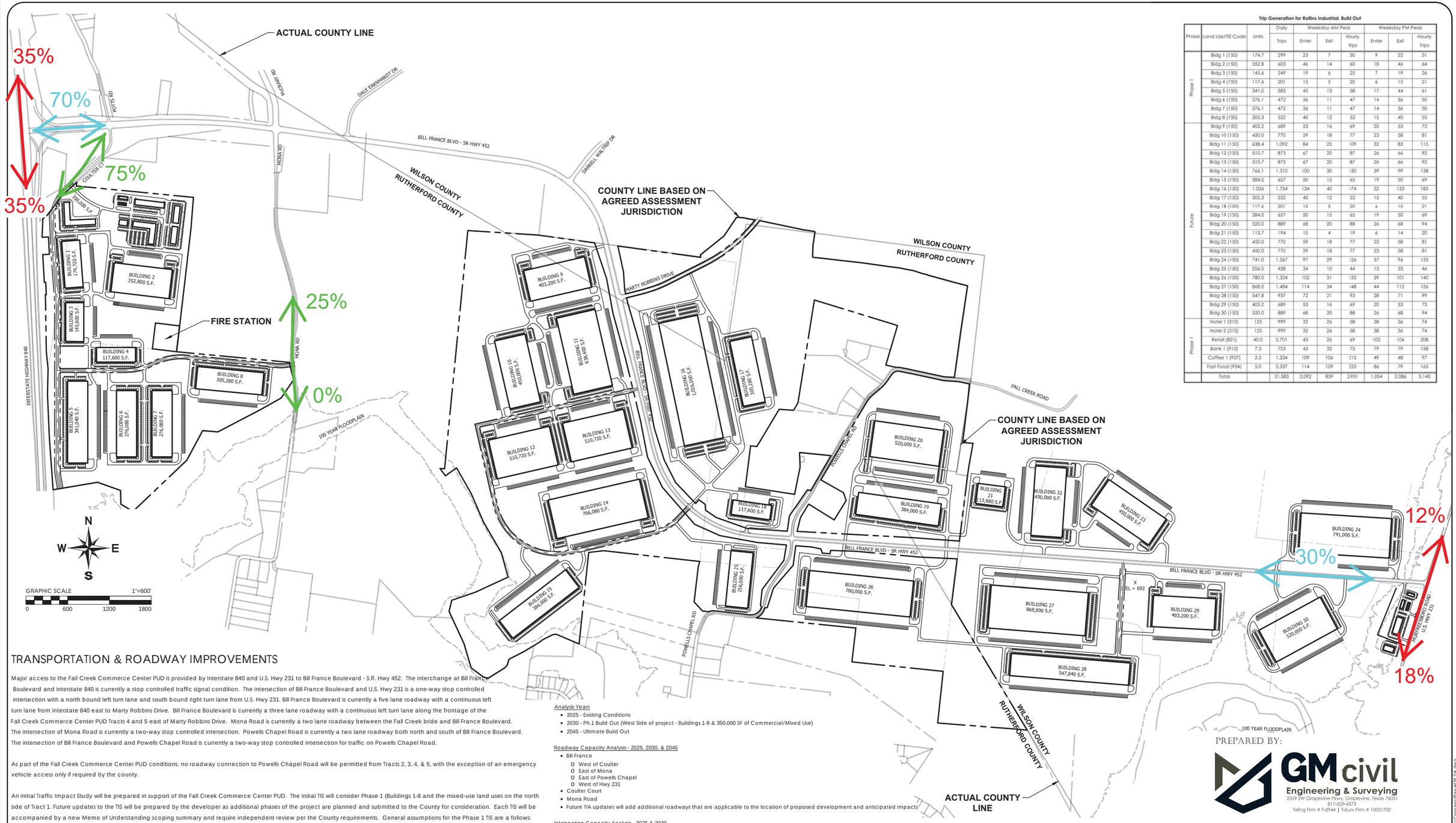
	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
1630 - 1645	0	0	-	-	0	0	-	0	0	-	0	0	3	-	1	-	0	4	-	-	-	-	-	0	4
1645 - 1700	1	1	-	-	0	2	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	2
1700 - 1715	0	0	-	-	0	0	-	0	0	-	0	0	1	-	0	-	0	1	-	-	-	-	-	0	1
1715 - 1730	0	1	-	-	0	1	-	1	2	-	0	3	2	-	0	-	0	2	-	-	-	-	-	0	6
Total	1	2	0	0	0	3	0	1	2	0	0	3	6	0	1	0	0	7	0	0	0	0	0	0	13
Approach %	33.33	66.67	0.00	0.00	0.00	-	0.00	33.33	66.67	0.00	0.00	-	85.71	0.00	14.29	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.25	0.50	0.00	0.00	0.00	**0.38**	0.00	0.25	0.25	0.00	0.00	**0.25**	0.50	0.00	0.25	0.00	0.00	**0.44**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.54**

Bicycles

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
1630 - 1645	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
1645 - 1700	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
1700 - 1715	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
1715 - 1730	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Start Date: 5/8/2025	TN-452 Bill France Blvd Eastbound			Westbound			TN-10 Murfreesboro Rd (South) Northbound			TN-10 Murfreesboro Rd (North) Southbound			
Time	**EBL**	**EBT**	**EBR**	**WBL**	**WBT**	**WBR**	**NBL**	**NBT**	**NBR**	**SBL**	**SBT**	**SBR**	**Total**
15 Minute Totals													
12:00 AM - 12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 AM - 12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 AM - 12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 AM - 01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 AM - 01:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 AM - 01:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 AM - 01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 AM - 02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM - 02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 AM - 02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 AM - 02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 AM - 03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM - 03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 AM - 03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 AM - 03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 AM - 04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM - 04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 AM - 04:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 AM - 04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 AM - 05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM - 05:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 AM - 05:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 AM - 05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 AM - 06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM - 06:15 AM	6	0	15	0	0	0	40	35	0	0	27	35	158
06:15 AM - 06:30 AM	12	0	8	0	0	0	74	36	0	0	32	41	203
06:30 AM - 06:45 AM	11	0	10	0	0	0	73	50	0	0	50	36	230
06:45 AM - 07:00 AM	11	0	11	0	0	0	76	47	0	0	42	39	226
07:00 AM - 07:15 AM	20	0	4	0	0	0	68	55	0	0	19	19	185
07:15 AM - 07:30 AM	12	0	9	0	0	0	56	55	0	0	17	34	183
07:30 AM - 07:45 AM	18	0	11	0	0	0	40	46	0	0	12	28	155
07:45 AM - 08:00 AM	22	0	11	0	0	0	46	50	0	0	24	33	186
08:00 AM - 08:15 AM	13	0	7	0	0	0	30	37	0	0	31	20	138
08:15 AM - 08:30 AM	9	0	9	0	0	0	24	37	0	0	38	18	135
08:30 AM - 08:45 AM	10	0	11	0	0	0	13	22	0	0	21	17	94
08:45 AM - 09:00 AM	17	0	6	0	0	0	16	37	0	0	35	15	126
09:00 AM - 09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM - 09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM - 09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM - 10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM - 10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM - 10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM - 10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM - 11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM - 11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM - 11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM - 11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM - 12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM - 12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM - 12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM - 12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM - 01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM - 01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM - 01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM - 01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM - 02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM - 02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 PM - 02:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM - 02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 PM - 03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM - 03:15 PM	30	0	40	0	0	0	27	41	0	0	47	9	194
03:15 PM - 03:30 PM	31	0	30	0	0	0	27	49	0	0	53	15	205
03:30 PM - 03:45 PM	43	0	46	0	0	0	14	45	0	0	59	17	224
03:45 PM - 04:00 PM	35	0	46	0	0	0	17	64	0	0	56	23	241
04:00 PM - 04:15 PM	57	0	43	0	0	0	16	63	0	0	55	13	247
04:15 PM - 04:30 PM	50	0	34	0	0	0	14	40	0	0	46	13	197
04:30 PM - 04:45 PM	49	0	66	0	0	0	20	55	0	0	52	13	255
04:45 PM - 05:00 PM	42	0	63	0	0	0	14	52	0	0	62	13	246
05:00 PM - 05:15 PM	39	0	57	0	0	0	14	46	0	0	75	15	246
05:15 PM - 05:30 PM	43	0	57	0	0	0	17	51	0	0	69	15	252
05:30 PM - 05:45 PM	50	0	53	0	0	0	16	44	0	0	47	17	227
05:45 PM - 06:00 PM	31	0	50	0	0	0	23	59	0	0	36	18	217
06:00 PM - 06:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 PM - 06:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 PM - 06:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 PM - 07:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 PM - 07:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 PM - 07:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 PM - 07:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 PM - 08:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00 PM - 08:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15 PM - 08:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30 PM - 08:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45 PM - 09:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00 PM - 09:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 PM - 09:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 PM - 09:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 PM - 10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM - 10:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 PM - 10:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 PM - 10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 PM - 11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM - 11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM - 11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM - 11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM - 12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0

APPENDIX B



Trip Generation for Rollins Industrial, Build Out

Phase	Land Use/ITE Code	Units	Daily	Weekday AM Peak			Weekday PM Peak		
			Trips	Enter	Exit	Hourly Trips	Enter	Exit	Hourly Trips
Phase 1	Bldg 1 (150)	174.7	299	23	7	30	9	22	31
	Bldg 2 (150)	352.8	603	46	14	60	18	46	64
	Bldg 3 (150)	145.6	249	19	6	25	7	19	26
	Bldg 4 (150)	117.6	201	15	5	20	6	15	21
	Bldg 5 (150)	341.0	583	45	13	58	17	44	61
	Bldg 6 (150)	276.1	472	36	11	47	14	36	50
	Bldg 7 (150)	276.1	472	36	11	47	14	36	50
	Bldg 8 (150)	305.3	522	40	12	52	15	40	55
Future	Bldg 9 (150)	403.2	689	53	16	69	20	53	73
	Bldg 10 (150)	450.0	770	59	18	77	23	58	81
	Bldg 11 (150)	638.4	1,092	84	25	109	32	83	115
	Bldg 12 (150)	510.7	873	67	20	87	26	66	92
	Bldg 13 (150)	510.7	873	67	20	87	26	66	92
	Bldg 14 (150)	766.1	1,310	100	30	130	39	99	138
	Bldg 15 (150)	384.0	657	50	15	65	19	50	69
	Bldg 16 (150)	1,026	1,754	134	40	174	52	133	185
	Bldg 17 (150)	305.3	522	40	12	52	15	40	55
	Bldg 18 (150)	117.6	201	15	5	20	6	15	21
	Bldg 19 (150)	384.0	657	50	15	65	19	50	69
	Bldg 20 (150)	520.0	889	68	20	88	26	68	94
	Bldg 21 (150)	113.7	194	15	4	19	6	14	20
	Bldg 22 (150)	450.0	770	59	18	77	23	58	81
	Bldg 23 (150)	450.0	770	59	18	77	23	58	81
	Bldg 24 (150)	741.0	1,267	97	29	126	37	96	133
	Bldg 25 (150)	256.0	438	34	10	44	13	33	46
	Bldg 26 (150)	780.0	1,334	102	31	133	39	101	140
	Bldg 27 (150)	868.0	1,484	114	34	148	44	112	156
	Bldg 28 (150)	547.8	937	72	21	93	28	71	99
	Bldg 29 (150)	403.2	689	53	16	69	20	53	73
	Bldg 30 (150)	520.0	889	68	20	88	26	68	94
Phase 1	Hotel 1 (310)	125	999	32	26	58	38	36	74
	Hotel 2 (310)	125	999	32	26	58	38	36	74
	Retail (821)	40.0	2,701	43	26	69	102	106	208
	Bank 1 (912)	7.5	753	43	32	75	79	79	158
	Coffee 1 (937)	2.5	1,334	109	106	215	49	48	97
	Fast Food (934)	5.0	2,337	114	109	223	86	79	165
	Total		31,583	2,092	839	2931	1,054	2,086	3,140

TRANSPORTATION & ROADWAY IMPROVEMENTS

Major access to the Fall Creek Commerce Center PUD is provided by Interstate 840 and U.S. Hwy 231 to Bill France Boulevard - S.R. Hwy 452. The interchange at Bill France Boulevard and Interstate 840 is currently a stop controlled traffic signal condition. The intersection of Bill France Boulevard and U.S. Hwy 231 is a one-way stop controlled intersection with a north bound left turn lane and south bound right turn lane from U.S. Hwy 231. Bill France Boulevard is currently a five lane roadway with a continuous left turn lane from Interstate 840 east to Marty Robbins Drive. Bill France Boulevard is currently a three lane roadway with a continuous left turn lane along the frontage of the Fall Creek Commerce Center PUD Tracts 4 and 5 east of Marty Robbins Drive. Mona Road is currently a two lane roadway between the Fall Creek bride and Bill France Boulevard. The intersection of Mona Road is currently a two-way stop controlled intersection. Powells Chapel Road is currently a two lane roadway both north and south of Bill France Boulevard. The intersection of Bill France Boulevard and Powells Chapel Road is currently a two-way stop controlled intersection for traffic on Powells Chapel Road.

As part of the Fall Creek Commerce Center PUD conditions, no roadway connection to Powells Chapel Road will be permitted from Tracts 2, 3, 4, & 5, with the exception of an emergency vehicle access only if required by the county.

An initial Traffic Impact Study will be prepared in support of the Fall Creek Commerce Center PUD. The Initial TIS will consider Phase 1 (Buildings 1-8 and the mixed-use land uses on the north side of Tract 1. Future updates to the TIS will be prepared by the developer as additional phases of the project are planned and submitted to the County for consideration. Each TIS will be accompanied by a new Memo of Understanding scoping summary and require independent review per the County requirements. General assumptions for the Phase 1 TIS are a follows:

Trip Generation ITE Land Uses
- 150 (Warehouse) to be used for all warehouses (Buildings 1-30)
- 310 (Hotel), 821 (Retail), 912 (Bank), 934 (Fast Food), & 937 (Coffee Shop) to be used for 350,000 SF of commercial/mixed use area
- In future TIA updates, actual traffic counts from the completed/occupied buildings will replace the ITE estimates

Growth Rate - 1.5% annual growth rate to be applied to existing background traffic to estimate future background traffic

Trip Distribution/Assignment
- 100% of Site Traffic to utilize Bill France
- Distribution 70% west and 30% east on Bill France
- Distribution 35% north and 35% south on I-840
- Distribution 12% north and 18% south on Hwy 231

Analysis Years
- 2025 - Existing Conditions
- 2030 - Ph.1 Build Out (West Side of project - Buildings 1-8 & 350,000 SF of Commercial/Mixed Use)
- 2045 - Ultimate Build Out

Roadway Capacity Analysis - 2025, 2030, & 2045
- Bill France
  - West of Coulter
  - East of Mona
  - East of Powells Chapel
  - West of Hwy 231
- Coulter Court
- Mona Road
- Future TIA updates will add additional roadways that are applicable to the location of proposed development and anticipated impacts

Intersection Capacity Analysis - 2025 & 2030
- I-840/Bill France - Existing Signalized Intersection (Warrant to determine when the current flashing red condition to fully operational signal)
- Bill France/Coulter Court
- Bill France/Mona
- Bill France/Hwy 231
- Future TIA updates will incorporate more intersections that are applicable to the location of proposed development and anticipated impacts

MUTCD Signal Warrant Analysis - 2025, 2030, & 2045
- I-840/Bill France
- Bill France/Coulter Court
- Bill France/Mona
- Bill France/Hwy 231
- Future TIA updates will incorporate more intersections that are applicable to the location of proposed development and anticipated impacts

PREPARED FOR:

HILLWOOD INVESTMENT PROPERTIES
A PEROT COMPANY

PREPARED BY:

GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

FALL CREEK COMMERCE CENTER PLANNED UNIT DISTRICT TRANSPORTATION & ROADWAY EXHIBIT

SITUATED IN THE RUTHERFORD COUNTY, TENNESSEE

Date: July 2025

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E:\2024\Hillwood Rollins\PRELIM SHEETS\Exhibits\Concept Plan\MPP 1A.dwg

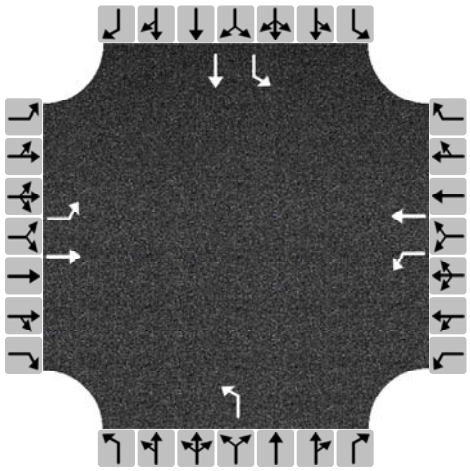
APPENDIX C

HCS All-Way Stop Control Report

General and Site Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Analysis Time Period (hrs)	0.25
Time Analyzed	AM Peak
Project Description	25014
Intersection	Bill France & I-840
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	I-840
Peak Hour Factor	0.93

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	4	3		101	103		1			116	116	
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	4	3		109	111		1			125	125	
Percent Heavy Vehicles	2	2		3	2		2			7	2	
Initial Departure Headway, h_d (s)	3.20	3.20		3.20	3.20		3.20			3.20	3.20	
Initial Degree of Utilization, x	0.004	0.003		0.097	0.098		0.001			0.111	0.111	
Final Departure Headway, h_d (s)	5.96	5.46		5.74	5.22		5.62			5.71	5.13	
Final Degree of Utilization, x	0.007	0.005		0.173	0.161		0.002			0.198	0.178	
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.3	2.3	
Service Time, t_s (s)	3.66	3.16		3.44	2.92		3.62			3.41	2.83	

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	4	3		109	111		1			125	125	
Capacity (veh/h)	604	660		627	689		641			630	702	
95% Queue Length, Q_{95} (veh)	0.0	0.0		0.6	0.6		0.0			0.7	0.6	
95% Queue Length, Q_{95} (ft)	0.0	0.0		15.4	15.2		0.0			18.5	15.2	
Control Delay (s/veh)	8.7	8.2		9.6	8.9		8.6			9.8	8.9	
Level of Service, LOS	A	A		A	A		A			A	A	
Approach Delay (s/veh) | LOS	8.5	A		9.3	A		8.6	A		9.4	A	
Intersection Delay (s/veh) | LOS	9.3						A					

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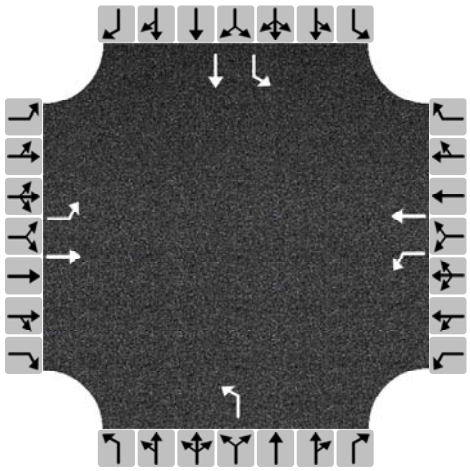
HCS All-Way Stop Control Report

General and Site Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Analysis Time Period (hrs)	0.25
Time Analyzed	PM Peak
Project Description	25014
Intersection	Bill France & I-840
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	I-840
Peak Hour Factor	0.76

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	13	3		145	150		4			122	122	
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	17	4		191	197		5			161	161	
Percent Heavy Vehicles	2	2		4	4		2			4	4	
Initial Departure Headway, h_d (s)	3.20	3.20		3.20	3.20		3.20			3.20	3.20	
Initial Degree of Utilization, x	0.015	0.004		0.170	0.175		0.005			0.143	0.143	
Final Departure Headway, h_d (s)	6.46	5.95		6.03	5.53		6.20			6.15	5.65	
Final Degree of Utilization, x	0.031	0.007		0.320	0.303		0.009			0.274	0.252	
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.3	2.3	
Service Time, t_s (s)	4.16	3.65		3.73	3.23		4.20			3.85	3.35	

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	17	4		191	197		5			161	161	
Capacity (veh/h)	557	605		597	651		581			586	637	
95% Queue Length, Q_{95} (veh)	0.1	0.0		1.4	1.3		0.0			1.1	1.0	
95% Queue Length, Q_{95} (ft)	2.5	0.0		36.1	33.5		0.0			28.4	25.8	
Control Delay (s/veh)	9.4	8.7		11.5	10.6		9.3			11.1	10.2	
Level of Service, LOS	A	A		B	B		A			B	B	
Approach Delay (s/veh) | LOS	9.2	A		11.1	B		9.3	A		10.7	B	
Intersection Delay (s/veh) | LOS	10.8						B					

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HCS Two-Way Stop-Control Report

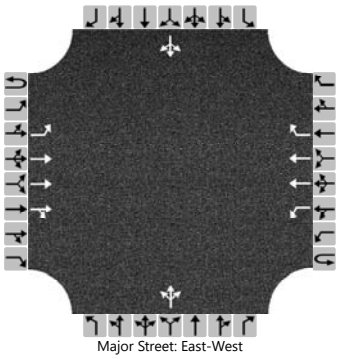
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Time Analyzed	AM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Coulter
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Coulter Court
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	1	2	1		0	1	0		0	1	0
Configuration		L	T	TR		L	T	R			LTR				LTR	
Volume (veh/h)	0	0	473	0	0	0	519	0		0	0	0		0	0	0
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized						No										
Median Type | Storage		Left + Thru								30						

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				5.4	5.5	5.1		5.4	5.5	4.9
Critical Headway (sec)		3.16				4.36				5.46	5.56	5.16		5.46	5.56	4.96
Base Follow-Up Headway (sec)		2.2				3.1				3.8	4.0	3.9		3.8	4.0	3.3
Follow-Up Headway (sec)		2.23				3.13				3.83	4.03	3.93		3.83	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				0					0				0	
Capacity, c (veh/h)		1166				765					0				0	
v/c Ratio		0.00				0.00										
95% Queue Length, Q_{95} (veh)		0.0				0.0										
95% Queue Length, Q_{95} (ft)		0.0				0.0										
Control Delay (s/veh)		8.1				9.7										
Level of Service (LOS)		A				A										
Approach Delay (s/veh)		0.0				0.0										
Approach LOS		A				A										

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HCS Two-Way Stop-Control Report

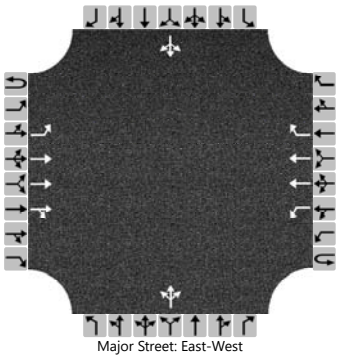
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Time Analyzed	PM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Coulter
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Coulter Court
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	1	2	1		0	1	0		0	1	0
Configuration		L	T	TR		L	T	R			LTR				LTR	
Volume (veh/h)	0	0	469	0	0	0	494	0		0	0	0		0	0	0
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized						No										
Median Type | Storage		Left + Thru								30						

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				5.4	5.5	5.1		5.4	5.5	4.9
Critical Headway (sec)		3.16				4.36				5.46	5.56	5.16		5.46	5.56	4.96
Base Follow-Up Headway (sec)		2.2				3.1				3.8	4.0	3.9		3.8	4.0	3.3
Follow-Up Headway (sec)		2.23				3.13				3.83	4.03	3.93		3.83	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				0					0				0	
Capacity, c (veh/h)		1184				768					0				0	
v/c Ratio		0.00				0.00										
95% Queue Length, Q_{95} (veh)		0.0				0.0										
95% Queue Length, Q_{95} (ft)		0.0				0.0										
Control Delay (s/veh)		8.0				9.7										
Level of Service (LOS)		A				A										
Approach Delay (s/veh)		0.0				0.0										
Approach LOS		A				A										

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HCS Two-Way Stop-Control Report

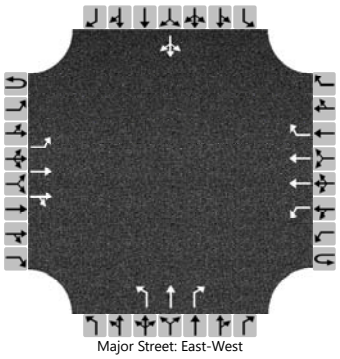
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Time Analyzed	AM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Mona
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Mona Road
Peak Hour Factor	0.85
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	1		1	1	1		0	1	0
Configuration		L	T	TR		L	T	R		L	T	R			LTR	
Volume (veh/h)	0	28	440	5	0	1	447	23		59	12	11		4	1	13
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								30							

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.36				4.46	4.56	4.16		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		33				1				69	14	13			21	
Capacity, c (veh/h)		1173				1003				571	516	900			795	
v/c Ratio		0.03				0.00				0.12	0.03	0.01			0.03	
95% Queue Length, Q_{95} (veh)		0.1				0.0				0.4	0.1	0.0			0.1	
95% Queue Length, Q_{95} (ft)		2.6				0.0				10.2	2.6	0.0			2.6	
Control Delay (s/veh)		8.2				8.6				12.2	12.2	9.1			9.7	
Level of Service (LOS)		A				A				B	B	A			A	
Approach Delay (s/veh)	0.5				0.0				11.8				9.7			
Approach LOS	A				A				B				A			

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HCS Two-Way Stop-Control Report

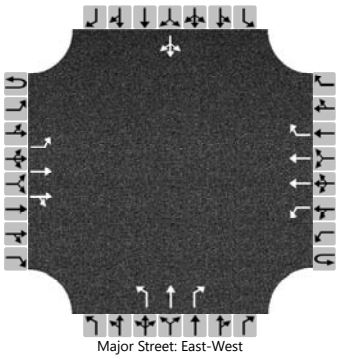
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Time Analyzed	PM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Mona
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Mona Road
Peak Hour Factor	0.74
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	1		1	1	1		0	1	0
Configuration		L	T	TR		L	T	R		L	T	R			LTR	
Volume (veh/h)	0	20	400	49	0	6	458	31		14	4	6		23	6	22
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								30							

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.36				4.46	4.56	4.16		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		27				8				19	5	8			69	
Capacity, c (veh/h)		1101				929				551	461	873			648	
v/c Ratio		0.02				0.01				0.03	0.01	0.01			0.11	
95% Queue Length, Q_{95} (veh)		0.1				0.0				0.1	0.0	0.0			0.4	
95% Queue Length, Q_{95} (ft)		2.6				0.0				2.6	0.0	0.0			10.2	
Control Delay (s/veh)		8.4				8.9				11.8	12.9	9.2			11.2	
Level of Service (LOS)		A				A				B	B	A			B	
Approach Delay (s/veh)	0.4				0.1				11.3				11.2			
Approach LOS	A				A				B				B			

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HCS Two-Way Stop-Control Report

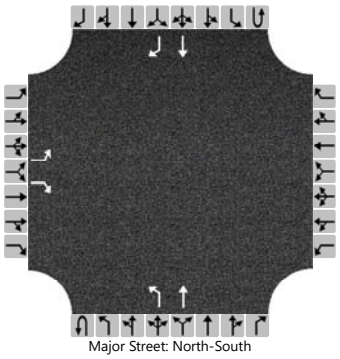
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Time Analyzed	AM Peak
Intersection Orientation	North-South
Project Description	25014

Site Information

Intersection	Bill France Blvd & Hwy 231
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Hwy 231
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		54		33						291	188				143	135
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.4		4.1						4.1						
Critical Headway (sec)		3.73		4.13						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		59		36						316						
Capacity, c (veh/h)		427		972						1253						
v/c Ratio		0.14		0.04						0.25						
95% Queue Length, Q_{95} (veh)		0.5		0.1						1.0						
95% Queue Length, Q_{95} (ft)		12.8		2.6						25.6						
Control Delay (s/veh)		14.8		8.8						8.8						
Level of Service (LOS)		B		A						A						
Approach Delay (s/veh)		12.5								5.4						
Approach LOS		B								A						

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HCS Two-Way Stop-Control Report

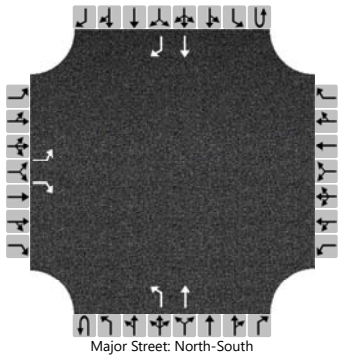
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Time Analyzed	PM Peak
Intersection Orientation	North-South
Project Description	25014

Site Information

Intersection	Bill France Blvd & Hwy 231
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Hwy 231
Peak Hour Factor	0.98
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		173		243						65	204				258	56
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.4		4.1						4.1						
Critical Headway (sec)		3.73		4.13						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		177		248						66						
Capacity, c (veh/h)		684		901						1234						
v/c Ratio		0.26		0.28						0.05						
95% Queue Length, Q_{95} (veh)		1.0		1.1						0.2						
95% Queue Length, Q_{95} (ft)		25.6		28.2						5.1						
Control Delay (s/veh)		12.1		10.5						8.1						
Level of Service (LOS)		B		B						A						
Approach Delay (s/veh)		11.2								2.0						
Approach LOS		B								A						

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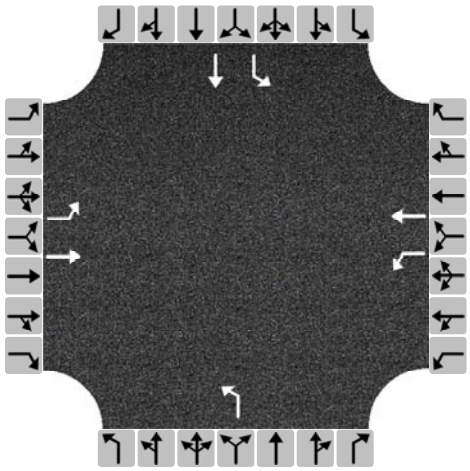
HCS All-Way Stop Control Report

General and Site Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Analysis Time Period (hrs)	0.25
Time Analyzed	AM Peak
Project Description	25014
Intersection	Bill France & I-840
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	I-840
Peak Hour Factor	0.92

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	4	3		179	182		1			236	236	
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	4	3		195	198		1			257	257	
Percent Heavy Vehicles	2	2		5	5		2			5	5	
Initial Departure Headway, h_d (s)	3.20	3.20		3.20	3.20		3.20			3.20	3.20	
Initial Degree of Utilization, x	0.004	0.003		0.173	0.176		0.001			0.228	0.228	
Final Departure Headway, h_d (s)	7.01	6.51		6.51	6.01		6.43			6.21	5.71	
Final Degree of Utilization, x	0.008	0.006		0.352	0.330		0.002			0.442	0.407	
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.3	2.3	
Service Time, t_s (s)	4.71	4.21		4.21	3.71		4.43			3.91	3.41	

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	4	3		195	198		1			257	257	
Capacity (veh/h)	513	553		553	599		559			580	631	
95% Queue Length, Q_{95} (veh)	0.0	0.0		1.6	1.4		0.0			2.3	2.0	
95% Queue Length, Q_{95} (ft)	0.0	0.0		41.6	36.4		0.0			59.8	52.0	
Control Delay (s/veh)	9.8	9.2		12.7	11.6		9.4			13.7	12.3	
Level of Service, LOS	A	A		B	B		A			B	B	
Approach Delay (s/veh) | LOS	9.5	A		12.2	B		9.4	A		13.0	B	
Intersection Delay (s/veh) | LOS	12.6						B					

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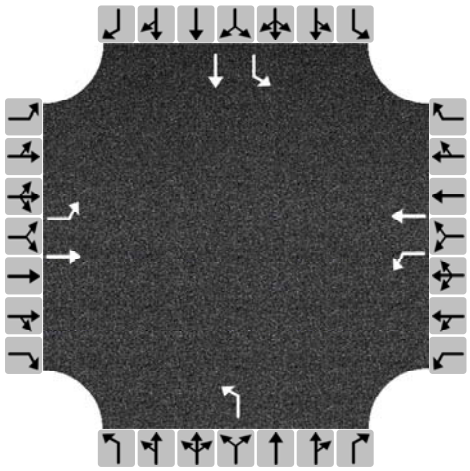
HCS All-Way Stop Control Report

General and Site Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Analysis Time Period (hrs)	0.25
Time Analyzed	PM Peak
Project Description	25014
Intersection	Bill France & I-840
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	I-840
Peak Hour Factor	0.92

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	14	3		269	273		4			218	217	
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	15	3		292	297		4			237	236	
Percent Heavy Vehicles	2	2		5	5		2			5	5	
Initial Departure Headway, h_d (s)	3.20	3.20		3.20	3.20		3.20			3.20	3.20	
Initial Degree of Utilization, x	0.014	0.003		0.260	0.264		0.004			0.211	0.210	
Final Departure Headway, h_d (s)	7.33	6.82		6.55	6.05		6.90			6.73	6.23	
Final Degree of Utilization, x	0.031	0.006		0.532	0.499		0.008			0.443	0.408	
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.3	2.3	
Service Time, t_s (s)	5.03	4.52		4.25	3.75		4.90			4.43	3.93	

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	15	3		292	297		4			237	236	
Capacity (veh/h)	491	528		549	595		521			535	578	
95% Queue Length, Q_{95} (veh)	0.1	0.0		3.1	2.8		0.0			2.2	2.0	
95% Queue Length, Q_{95} (ft)	2.5	0.0		80.6	72.8		0.0			57.2	52.0	
Control Delay (s/veh)	10.3	9.6		16.5	14.6		10.0			14.7	13.2	
Level of Service, LOS	B	A		C	B		A			B	B	
Approach Delay (s/veh) | LOS	10.1	B		15.5	C		10.0	A		13.9	B	
Intersection Delay (s/veh) | LOS	14.7						B					

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HCS Two-Way Stop-Control Report

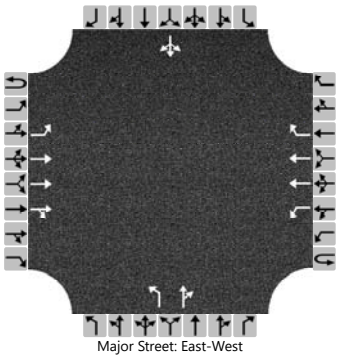
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	AM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Coulter
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Coulter Court
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	1	2	1		1	1	0		0	1	0
Configuration		L	T	TR		L	T	R		L		TR			LTR	
Volume (veh/h)	0	0	621	332	0	142	630	0		212	0	91		0	0	0
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized						No										
Median Type | Storage		Left + Thru								30						

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				3.1				3.8	4.0	3.9		3.8	4.0	3.3
Follow-Up Headway (sec)		2.23				3.15				3.85	4.03	3.95		3.83	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				154				230		99			0	
Capacity, c (veh/h)		1086				490				295		653			0	
v/c Ratio		0.00				0.31				0.78		0.15				
95% Queue Length, Q_{95} (veh)		0.0				1.3				6.1		0.5				
95% Queue Length, Q_{95} (ft)		0.0				33.8				158.6		13.0				
Control Delay (s/veh)		8.3				15.7				49.9		11.5				
Level of Service (LOS)		A				C				E		B				
Approach Delay (s/veh)	0.0				2.9				38.4							
Approach LOS	A				A				E							

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HCS Two-Way Stop-Control Report

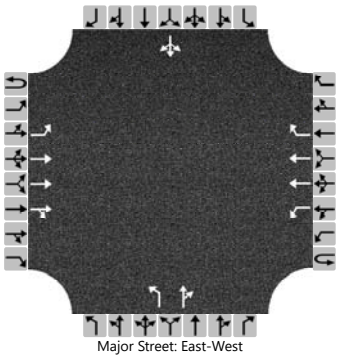
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	PM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Coulter
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Coulter Court
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	1	2	1		1	1	0		0	1	0
Configuration		L	T	TR		L	T	R		L		TR			LTR	
Volume (veh/h)	0	0	591	258	0	111	644	0		337	0	145		0	0	0
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized						No										
Median Type | Storage		Left + Thru								30						

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				3.1				3.8	4.0	3.9		3.8	4.0	3.3
Follow-Up Headway (sec)		2.23				3.15				3.85	4.03	3.95		3.83	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				121				366		158			0	
Capacity, c (veh/h)		1076				539				359		678			0	
v/c Ratio		0.00				0.22				1.02		0.23				
95% Queue Length, Q_{95} (veh)		0.0				0.9				12.2		0.9				
95% Queue Length, Q_{95} (ft)		0.0				23.4				317.2		23.4				
Control Delay (s/veh)		8.3				13.6				87.2		11.9				
Level of Service (LOS)		A				B				F		B				
Approach Delay (s/veh)		0.0				2.0				64.5						
Approach LOS		A				A				F						

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HCS Two-Way Stop-Control Report

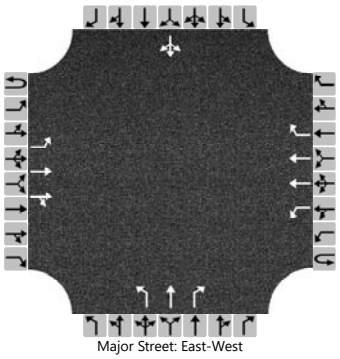
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	AM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Mona
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Mona Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	1		1	1	1		0	1	0
Configuration		L	T	TR		L	T	R		L	T	R			LTR	
Volume (veh/h)	0	30	565	116	0	49	624	23		135	13	42		4	1	14
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								30							

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.25				3.55	4.03	3.35		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		33				53				147	14	46			21	
Capacity, c (veh/h)		1074				809				483	374	825			687	
v/c Ratio		0.03				0.07				0.30	0.04	0.06			0.03	
95% Queue Length, Q_{95} (veh)		0.1				0.2				1.3	0.1	0.2			0.1	
95% Queue Length, Q_{95} (ft)		2.6				5.2				33.8	2.6	5.2			2.6	
Control Delay (s/veh)		8.5				9.8				15.7	15.0	9.6			10.4	
Level of Service (LOS)		A				A				C	C	A			B	
Approach Delay (s/veh)	0.4				0.7				14.3				10.4			
Approach LOS	A				A				B				B			

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HCS Two-Way Stop-Control Report

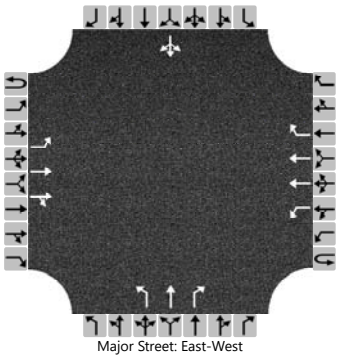
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	PM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Mona
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Mona Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	1		1	1	1		0	1	0
Configuration		L	T	TR		L	T	R		L	T	R			LTR	
Volume (veh/h)	0	22	576	139	0	43	604	33		127	4	54		25	6	24
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								30							

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.25				3.55	4.03	3.35		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		24				47				138	4	59			60	
Capacity, c (veh/h)		1081				781				485	394	814			569	
v/c Ratio		0.02				0.06				0.28	0.01	0.07			0.10	
95% Queue Length, Q_{95} (veh)		0.1				0.2				1.2	0.0	0.2			0.3	
95% Queue Length, Q_{95} (ft)		2.6				5.2				31.2	0.0	5.2			7.7	
Control Delay (s/veh)		8.4				9.9				15.4	14.2	9.8			12.1	
Level of Service (LOS)		A				A				C	B	A			B	
Approach Delay (s/veh)	0.3				0.6				13.7				12.1			
Approach LOS	A				A				B				B			

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HCS Two-Way Stop-Control Report

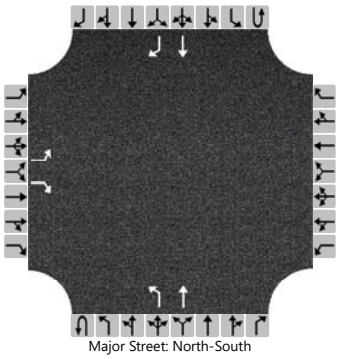
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	AM Peak
Intersection Orientation	North-South
Project Description	25014

Site Information

Intersection	Bill France Blvd & Hwy 231
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Hwy 231
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		107		109						427	203				154	221
Percent Heavy Vehicles (%)		5		5						5						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.4		4.1						4.1						
Critical Headway (sec)		3.75		4.15						4.15						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.55		3.35						2.25						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		116		118						464						
Capacity, c (veh/h)		272		958						1135						
v/c Ratio		0.43		0.12						0.41						
95% Queue Length, Q_{95} (veh)		2.0		0.4						2.0						
95% Queue Length, Q_{95} (ft)		52.0		10.4						52.0						
Control Delay (s/veh)		27.8		9.3						10.3						
Level of Service (LOS)		D		A						B						
Approach Delay (s/veh)		18.5								7.0						
Approach LOS		C								A						

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HCS Two-Way Stop-Control Report

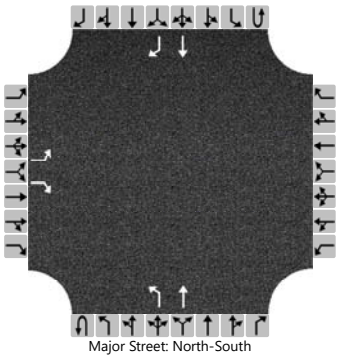
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	PM Peak
Intersection Orientation	North-South
Project Description	25014

Site Information

Intersection	Bill France Blvd & Hwy 231
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Hwy 231
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		263		377						159	220				278	119
Percent Heavy Vehicles (%)		5		5						5						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.4		4.1						4.1						
Critical Headway (sec)		3.75		4.15						4.15						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.55		3.35						2.25						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		286		410						173						
Capacity, c (veh/h)		511		871						1112						
v/c Ratio		0.56		0.47						0.16						
95% Queue Length, Q_{95} (veh)		3.4		2.6						0.5						
95% Queue Length, Q_{95} (ft)		88.4		67.6						13.0						
Control Delay (s/veh)		20.7		12.7						8.8						
Level of Service (LOS)		C		B						A						
Approach Delay (s/veh)		16.0								3.7						
Approach LOS		C								A						

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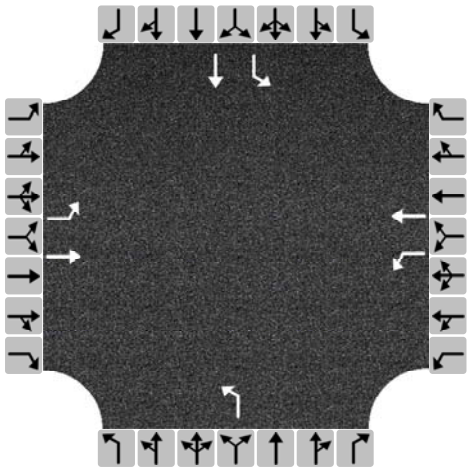
HCS All-Way Stop Control Report

General and Site Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Analysis Time Period (hrs)	0.25
Time Analyzed	AM Peak
Project Description	25014
Intersection	Bill France & I-840
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	I-840
Peak Hour Factor	0.92

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	5	4		282	286		1			405	404	
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	5	4		307	311		1			440	439	
Percent Heavy Vehicles	2	2		5	5		2			5	5	
Initial Departure Headway, h_d (s)	3.20	3.20		3.20	3.20		3.20			3.20	3.20	
Initial Degree of Utilization, x	0.005	0.004		0.272	0.276		0.001			0.391	0.390	
Final Departure Headway, h_d (s)	8.44	7.93		7.49	6.98		7.38			6.95	6.46	
Final Degree of Utilization, x	0.013	0.010		0.638	0.603		0.002			0.850	0.788	
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.3	2.3	
Service Time, t_s (s)	6.14	5.63		5.19	4.68		5.38			4.65	4.16	

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	5	4		307	311		1			440	439	
Capacity (veh/h)	426	454		481	516		488			518	558	
95% Queue Length, Q_{95} (veh)	0.0	0.0		4.4	3.9		0.0			8.9	7.4	
95% Queue Length, Q_{95} (ft)	0.0	0.0		114.4	101.4		0.0			231.4	192.4	
Control Delay (s/veh)	11.3	10.7		22.4	19.7		10.4			37.6	29.0	
Level of Service, LOS	B	B		C	C		B			E	D	
Approach Delay (s/veh) | LOS	11.0	B		21.1	C		10.4	B		33.3	D	
Intersection Delay (s/veh) | LOS	28.1						D					

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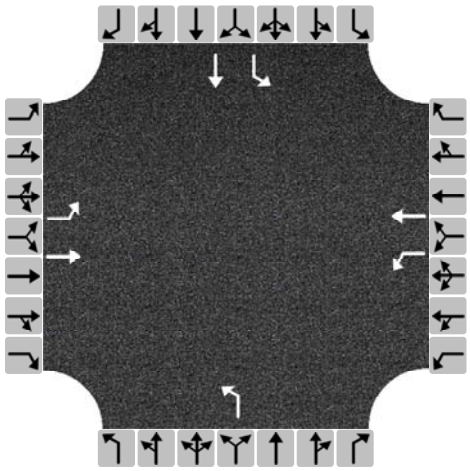
HCS All-Way Stop Control Report

General and Site Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Analysis Time Period (hrs)	0.25
Time Analyzed	PM Peak
Project Description	25014
Intersection	Bill France & I-840
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	I-840
Peak Hour Factor	0.92

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	18	4		560	567		5			349	349	
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	20	4		609	616		5			379	379	
Percent Heavy Vehicles	2	2		5	5		2			5	5	
Initial Departure Headway, h_d (s)	3.20	3.20		3.20	3.20		3.20			3.20	3.20	
Initial Degree of Utilization, x	0.017	0.004		0.541	0.548		0.005			0.337	0.337	
Final Departure Headway, h_d (s)	8.99	8.50		7.48	6.97		7.83			7.79	7.29	
Final Degree of Utilization, x	0.049	0.010		1.264	1.193		0.012			0.821	0.768	
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.3	2.3	
Service Time, t_s (s)	6.69	6.20		5.18	4.67		5.83			5.49	4.99	

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	20	4		609	616		5			379	379	
Capacity (veh/h)	400	424		482	516		460			462	494	
95% Queue Length, Q_{95} (veh)	0.2	0.0		25.0	22.7		0.0			7.8	6.8	
95% Queue Length, Q_{95} (ft)	5.1	0.0		650.0	590.2		0.0			202.8	176.8	
Control Delay (s/veh)	12.2	11.3		157.8	128.2		10.9			37.3	30.2	
Level of Service, LOS	B	B		F	F		B			E	D	
Approach Delay (s/veh) | LOS	12.0	B		142.9	F		10.9	B		33.7	D	
Intersection Delay (s/veh) | LOS	99.9			F								

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HCS Two-Way Stop-Control Report

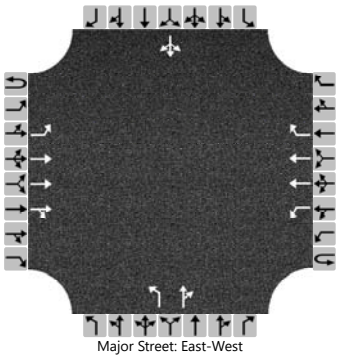
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Time Analyzed	AM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Coulter
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Coulter Court
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	1	2	1		1	1	0		0	1	0
Configuration		L	T	TR		L	T	R		L		TR			LTR	
Volume (veh/h)	0	0	1769	332	0	142	1075	0		212	0	91		0	0	0
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized						No										
Median Type | Storage		Left + Thru								30						

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				3.1				3.8	4.0	3.9		3.8	4.0	3.3
Follow-Up Headway (sec)		2.23				3.15				3.85	4.03	3.95		3.83	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				154				230		99			0	
Capacity, c (veh/h)		813				162				15		422			0	
v/c Ratio		0.00				0.95				15.12		0.23				
95% Queue Length, Q_{95} (veh)		0.0				7.1				29.8		0.9				
95% Queue Length, Q_{95} (ft)		0.0				184.6				774.8		23.4				
Control Delay (s/veh)		9.4				114.6				6840.4		16.1				
Level of Service (LOS)		A				F				F		C				
Approach Delay (s/veh)		0.0				13.4				4790.9						
Approach LOS		A				B				F						

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HCS Two-Way Stop-Control Report

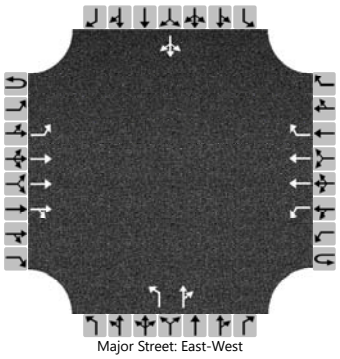
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Time Analyzed	PM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Coulter
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Coulter Court
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	1	2	1		1	1	0		0	1	0
Configuration		L	T	TR		L	T	R		L		TR			LTR	
Volume (veh/h)	0	0	1111	258	0	111	1788	0		337	0	145		0	0	0
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized						No										
Median Type | Storage		Left + Thru								30						

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				3.1				3.8	4.0	3.9		3.8	4.0	3.3
Follow-Up Headway (sec)		2.23				3.15				3.85	4.03	3.95		3.83	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				121				366		158			0	
Capacity, c (veh/h)		504				332				136		560			0	
v/c Ratio		0.00				0.36				2.69		0.28				
95% Queue Length, Q_{95} (veh)		0.0				1.6				33.0		1.1				
95% Queue Length, Q_{95} (ft)		0.0				41.6				858.0		28.6				
Control Delay (s/veh)		12.1				21.9				834.2		13.9				
Level of Service (LOS)		B				C				F		B				
Approach Delay (s/veh)		0.0				1.3				587.5						
Approach LOS		A				A				F						

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HCS Two-Way Stop-Control Report

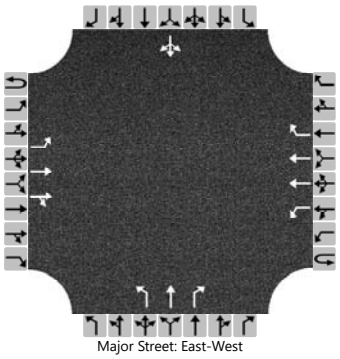
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Time Analyzed	AM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Mona
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Mona Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	1		1	1	1		0	1	0
Configuration		L	T	TR		L	T	R		L	T	R			LTR	
Volume (veh/h)	0	38	1705	118	0	49	1049	31		150	16	45		5	1	18
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								30							

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.25				3.55	4.03	3.35		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		41				53				163	17	49			26	
Capacity, c (veh/h)		811				248				130	177	518			339	
v/c Ratio		0.05				0.22				1.26	0.10	0.09			0.08	
95% Queue Length, Q_{95} (veh)		0.2				0.8				10.2	0.3	0.3			0.2	
95% Queue Length, Q_{95} (ft)		5.1				20.8				265.2	7.7	7.8			5.1	
Control Delay (s/veh)		9.7				23.5				228.8	27.6	12.7			16.5	
Level of Service (LOS)		A				C				F	D	B			C	
Approach Delay (s/veh)	0.2				1.0				167.5				16.5			
Approach LOS	A				A				F				C			

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HCS Two-Way Stop-Control Report

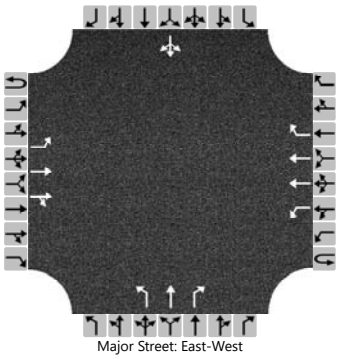
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Time Analyzed	PM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Mona
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Mona Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	1		1	1	1		0	1	0
Configuration		L	T	TR		L	T	R		L	T	R			LTR	
Volume (veh/h)	0	27	1077	152	0	45	1739	42		131	5	56		31	8	30
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								30							

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.25				3.55	4.03	3.35		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		29				49				142	5	61			75	
Capacity, c (veh/h)		507				461				187	87	662			203	
v/c Ratio		0.06				0.11				0.76	0.06	0.09			0.37	
95% Queue Length, Q_{95} (veh)		0.2				0.4				5.0	0.2	0.3			1.6	
95% Queue Length, Q_{95} (ft)		5.1				10.4				130.0	5.1	7.8			41.0	
Control Delay (s/veh)		12.5				13.7				67.9	49.2	11.0			32.8	
Level of Service (LOS)		B				B				F	E	B			D	
Approach Delay (s/veh)	0.3				0.3				50.8				32.8			
Approach LOS	A				A				F				D			

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HCS Two-Way Stop-Control Report

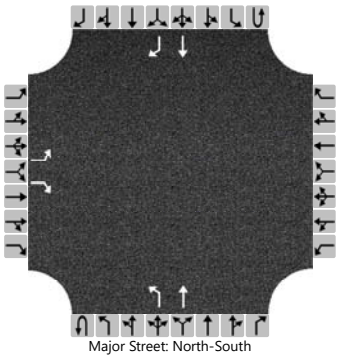
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	AM Peak
Intersection Orientation	North-South
Project Description	25014

Site Information

Intersection	Bill France Blvd & Hwy 231
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Hwy 231
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		122		117						506	253				193	258
Percent Heavy Vehicles (%)		5		5						5						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.4		4.1						4.1						
Critical Headway (sec)		3.75		4.15						4.15						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.55		3.35						2.25						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		133		127						550						
Capacity, c (veh/h)		185		930						1058						
v/c Ratio		0.72		0.14						0.52						
95% Queue Length, Q_{95} (veh)		4.5		0.5						3.1						
95% Queue Length, Q_{95} (ft)		117.0		13.0						80.6						
Control Delay (s/veh)		62.6		9.5						12.0						
Level of Service (LOS)		F		A						B						
Approach Delay (s/veh)		36.6								8.0						
Approach LOS		E								A						

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HCS Two-Way Stop-Control Report

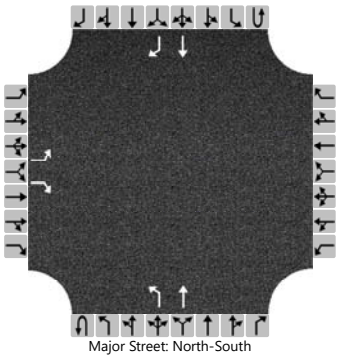
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Time Analyzed	PM Peak
Intersection Orientation	North-South
Project Description	25014

Site Information

Intersection	Bill France Blvd & Hwy 231
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Hwy 231
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		310		422						177	275				347	134
Percent Heavy Vehicles (%)		5		5						5						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.4		4.1						4.1						
Critical Headway (sec)		3.75		4.15						4.15						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.55		3.35						2.25						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		337		459						192						
Capacity, c (veh/h)		441		826						1029						
v/c Ratio		0.76		0.56						0.19						
95% Queue Length, Q_{95} (veh)		6.5		3.5						0.7						
95% Queue Length, Q_{95} (ft)		169.0		91.0						18.2						
Control Delay (s/veh)		35.2		14.7						9.3						
Level of Service (LOS)		E		B						A						
Approach Delay (s/veh)		23.3								3.6						
Approach LOS		C								A						

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Traffic Signal Warrant Analysis - 2025 Existing Conditions

Intersection			# Lanes on Each Approach		Average Daily Traffic (ADT)*		8th Highest Hour Traffic Volumes		8th Highest Hour Criteria (1a)		Warrant #1a Met?	8th Highest Hour Criteria (1b)		Warrant #1b Met?	4th Highest Hour Traffic Volumes		4th Highest Hour Criteria (2)		Warrant #2 Met?	Peak Hour Traffic Volumes		Peak Hour Criteria (3)		Warrant #3 Met?
			Major Street	Minor Street	Major Street	Minor Street	Major Street	Minor Street	Major Street	Minor Street		Major Street	Minor Street		Major Street	Minor Street	Major Street	Minor Street		Major Street	Minor Street	Major Street	Minor Street	
Bill France Blvd	&	I-840	3	2	3,163	3,165	181	181	600	200	No	900	100	No	207	208	207	700	No	244	244	244	700	No
Bill France Blvd	&	Coulter Ct	3	1	12,650	0	724	0	600	150	No	900	75	No	830	0	830	195	No	975	0	975	295	No
Bill France Blvd	&	Mona Rd	2	1	12,503	1,064	715	61	500	150	No	900	75	No	820	70	820	200	No	964	82	964	300	No
Hwy 231	&	Bill France Blvd	1	2	9,818	2,774	562	159	500	200	No	750	100	No	644	182	644	275	No	757	214	757	390	No

*Per MUTCD, Major Street represents total of both approaches and Minor Street represents higher volume approach

Note: ADT Volume of Bill France Blvd on approach to I-840 is 25% of roadway ADT to represent the minor street approach volume and remove westbound right turns that do no pass through the intersection. Right turns are approximately 50% of approach volume.

Note: ADT Volume of Bill France Blvd on approach to Hwy 231 is 50% of roadway ADT to represent the minor street approach volume

Traffic Signal Warrant Analysis - 2030 West Phase

Intersection			# Lanes on Each Approach		Average Daily Traffic (ADT)*		8th Highest Hour Traffic Volumes		8th Highest Hour Criteria (1a)		Warrant #1a Met?	8th Highest Hour Criteria (1b)		Warrant #1b Met?	4th Highest Hour Traffic Volumes		4th Highest Hour Criteria (2)		Warrant #2 Met?	Peak Hour Traffic Volumes		Peak Hour Criteria (3)		Warrant #3 Met?
			Major Street	Minor Street	Major Street	Minor Street	Major Street	Minor Street	Major Street	Minor Street		Major Street	Minor Street		Major Street	Minor Street	Major Street	Minor Street		Major Street	Minor Street	Major Street	Minor Street	
Bill France Blvd	&	I-840	3	2	5,593	6,122	320	350	600	200	No	900	100	No	367	402	367	600	No	431	472	431	700	No
Bill France Blvd	&	Coulter Ct	3	1	22,373	3,130	1,280	179	600	150	Yes	900	75	Yes	1,468	205	1,468	80	Yes	1,725	241	1,725	100	Yes
Bill France Blvd	&	Mona Rd	2	1	18,379	2,464	1,051	141	500	150	No	900	75	Yes	1,206	162	1,206	100	Yes	1,417	190	1,417	100	Yes
Hwy 231	&	Bill France Blvd	1	2	13,035	4,151	746	237	500	200	Yes	750	100	No	855	272	855	120	Yes	1,005	320	1,005	200	Yes

*Per MUTCD, Major Street represents total of both approaches and Minor Street represents higher volume approach

Note: ADT Volume of Bill France Blvd on approach to I-840 is 25% of roadway ADT to represent the minor street approach volume and remove westbound right turns that do no pass through the intersection. Right turns are approximately 50% of approach volume.

Note: ADT Volume of Bill France Blvd on approach to Hwy 231 is 50% of roadway ADT to represent the minor street approach volume

Traffic Signal Warrant Analysis - 2045 Full Build Out

Intersection			# Lanes on Each Approach		Average Daily Traffic (ADT)*		8th Highest Hour Traffic Volumes		8th Highest Hour Criteria (1a)		Warrant #1a Met?	8th Highest Hour Criteria (1b)		Warrant #1b Met?	4th Highest Hour Traffic Volumes		4th Highest Hour Criteria (2)		Warrant #2 Met?	Peak Hour Traffic Volumes		Peak Hour Criteria (3)		Warrant #3 Met?
			Major Street	Minor Street	Major Street	Minor Street	Major Street	Minor Street	Major Street	Minor Street		Major Street	Minor Street		Major Street	Minor Street	Major Street	Minor Street		Major Street	Minor Street	Major Street	Minor Street	
Bill France Blvd	&	I-840	3	2	10,759	13,541	615	775	600	200	Yes	900	100	No	706	888	706	330	No	829	1,044	829	460	Yes
Bill France Blvd	&	Coulter Ct	3	1	43,035	3,130	2,462	179	600	150	Yes	900	75	Yes	2,823	205	2,823	80	Yes	3,318	241	3,318	100	Yes
Bill France Blvd	&	Mona Rd	2	1	39,974	2,737	2,287	157	500	150	Yes	900	75	Yes	2,622	180	2,622	80	Yes	3,082	211	3,082	100	Yes
Hwy 231	&	Bill France Blvd	1	2	15,693	4,877	898	279	500	200	Yes	750	100	Yes	1,029	320	1,029	90	Yes	1,210	376	1,210	45	Yes

*Per MUTCD, Major Street represents total of both approaches and Minor Street represents higher volume approach

Note: ADT Volume of Bill France Blvd on approach to I-840 is 25% of roadway ADT to represent the minor street approach volume and remove westbound right turns that do no pass through the intersection. Right turns are approximately 50% of approach volume.

Note: ADT Volume of Bill France Blvd on approach to Hwy 231 is 50% of roadway ADT to represent the minor street approach volume

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:

452 Properties, LLC
W. Jefferson Pike/Mona Road

Tax Map 11, Parcel 5.00, owned and requested by 452 Properties, LLC. Bordered on the west by the right of way of I-840; on the south by the U.S. Army Corps of Engineers; on the east by the existing right-of-way of Mona Road, Parcel 4.03, owned by Nashville Speedway USA, Inc., Parcels 4.01 and 4.02, owned by CP Logistics Lebanon VI, LLC, and Parcel 4.00, owned by Fernando Martinez Mixteca; and on the north by Parcel 2.00, owned by Glendon Jay Barrett, and the right-of-way of Coulter Court. Area annexed contains approximately 226.33 acres.

The annexation includes the annexation of the existing rights-of-way of the following public roads:

SR 266/W. Jefferson Pike: approximately 5,200 linear feet from the existing Town limits to the intersection with Mona Road;

Mona Road: approximately 22,300 linear feet from the intersection with SR 266/W. Jefferson Pike northward.

A. Water

Water services will be provided by the Consolidated Utility District. Estimated costs from the will serve letter issued by CUD are included in the appendix to this plan of services.

B. Wastewater

Wastewater services will be provided by the Town of Smyrna upon extension of the wastewater mains by the property owner. Estimated costs are included in the appendix to this plan of services.

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.

Estimated costs are included in the appendix to this plan of services.

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. Estimated costs are included in the appendix to this plan of services.

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. Estimated costs are included in the appendix to this plan of services.

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. Estimated costs are included in the appendix to this plan of services.

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 OCTOBER, 2025

TOWN OF SMYRNA, TENNESSEE

_____
Mary Esther Reed, Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

452 Properties

Plan of Services Appendix

Introduction

The Town of Smyrna has received a request for annexation from 452 Properties for a parcel of land located on Mona Road, further referenced by Rutherford County Tax Map 11, Parcel 5.00, containing approximately 226.33 acres. The same owner has an additional parcel of land that is located on Bill France Boulevard and Powell's Chapel Road, further referenced by Tax Map 11, Parcel 6.00. It is anticipated that if the Town chooses to annex Parcel 5 that the portion of Parcel 6.00 that lies within the Town's Urban Growth Boundary would also be requested for annexation. The portion of that parcel that lies within the Town's UGB is 594.2 acres.

Estimated expenditures were developed through a review of the Town's FY 25-26 budget and discussions with various town department heads. Estimated revenues were based on the current Town property tax rate and a review of the records of the Rutherford County Property Assessor and current adopted impact fee rates. Table 1 provides a summary of this information.

Table 1		
Area, Street Mileage, Population, and Assessed Property Valuations		
Description	Current Request	Potential Request
Area (estimated acreage)	225.25	594.2
Street Mileage	5.2	3.9
Population	0	0
Residential and Farm Properties		
Number of Residences	0	0
Number of Vacant Properties	1	1
Total Assessed Valuation	$221,250.00	$786,775.00
Commercial and Industrial Properties		
Number of Parcels	0	0
Total Assessed Valuation	$0.00	$0.00

Municipal Costs and Services

The estimated costs for serving the proposed annexed properties are based on service to the properties with the proposed development plan when the properties are fully developed. At this time, the full development of the project is anticipated to take between fifteen (15) and twenty (20) years. Table 2 shows a summary of the annual expenditures.

General Government

There is not expected to be any increased cost in general government services to serve these properties.

Police Protection

The estimated cost to provide police protection services would include adding up to 2 additional patrol zones, which translates to 6 officers to cover 3 shifts, as well as 1 detective and 1 traffic officer. The estimated cost for 8 additional personnel would be $750,000 for salaries and benefits, and an additional $700,000 for equipment.

Fire Protection

Annexation of the currently requested parcel would not necessitate construction of an additional fire station. However, annexation of the potential additional parcel would require such construction as the distance to the nearest station would exceed 5 miles. The estimated cost to provide fire protection services in that scenario would include construction of a new station at a minimum cost of $15 million with two apparatus at a cost of $3 million. Additional personnel needed would be 3 for 3 shifts for a total of 9 at a cost of $1 million. The developer has committed to provide land for a new fire station.

Refuse Collection/Disposal

The Town does not provide this service currently, and it is not anticipated that this will change. The cost to the Town for this service would be $0, as it would be handled by private companies.

Street Maintenance

The streets proposed to be annexed will require expenditures for street maintenance and improvements. The cost to mill and resurface 7.2 miles of existing County roads would be $192,133, based on $25.27 per linear foot at 22 feet wide. This cost was derived using the current bid for milling and resurfacing. To annualize that cost, it would be $19,213 based on a 10 year resurfacing schedule. There would be an additional cost of approximately $14 million if the Town were to upgrade the existing County roads with shoulders. Rutherford County has a BRZ bridge replacement agreement with TDOT to replace a substandard bridge on Mona Road over Fall Creek. Based on discussions with TDOT, if the Town were to annex Mona Road the

grant would be transferred to the Town for the bridge replacement. The schedule from TDOT regarding this bridge replacement shows that it is expected that construction will begin in Fall 2028. An existing low-water bridge on Powell's Chapel Road would need to be replaced in the future as well.

Street Lights

The Town typically takes over lights that have been installed by a developer. The annual expense for one street light is approximately $111. For purposes of this study, the estimated expense was derived by estimating one street light for every 300' of road frontage along the existing roadways. This would translate to approximately 160 new street lights for 9.1 miles, which would mean an annual cost of $17,760.

Parks and Recreation

As there are no residential structures in the area being considered for annexation and no residential development is anticipated, it is not estimated that there will be additional expenditures for parks and recreation.

Water and Wastewater

This area lies within the service boundary of Consolidated Utility District. CUD has provided a will serve letter detailing the necessary improvements to serve the proposed development with water. These include $6.6 million for a new water storage tank, $4.9 million for a new pump station, and $26.5 million for new water main installation. The developer is responsible for up to 90% of the water tank and water main installation and up to 85% of the cost of the pump station installation. There would be no cost to the Town for these services.

The cost for wastewater services is approximately $10 million in construction costs to extend the necessary sewer mains and installation of sewer lift station along Fall Creek along with approximately $435,000 in easement acquisition cost. The developer would bear the cost of construction of the main while the Town would acquire the easements. Capacity fees would be collected based on the proposed usage of the buildings, and monthly charges would cover the annual costs to serve the area. An evaluation of this development and its' impact to the wastewater treatment plant capacity is currently being undertaken by the Utilities Department but is not complete at the time this plan of services is being written.

Table 2		
Estimated Annual Expenditures		
Function		**Estimated Cost**
General Government		$0.00
Police		$750,000.00
Fire		$1,000,000.00
Refuse Collection/Disposal		$0.00
Street Maintenance		$19,213.00
Street Lights		$17,760.00
Parks and Recreation		$0.00
Total Estimated Annual Expenditures		$1,786,973.00
Water		$0.00
Wastewater		$0.00
Total Water and Wastewater Expenditures		$0.00
Total Estimated Annual Expenditures		$1,786,973.00

Municipal Revenues

The Town of Smyrna would receive revenues from a variety of sources to apply to the costs of providing services to this area. Table 3 provides estimates of revenue sources.

Property Taxes

Property taxes were estimated by utilizing the records of the Rutherford County Property Assessor's Office. The assessed value was determined by applying the 25% percentage to the properties as they are currently vacant tracts. The Town's present property tax rate ($.5257/$100 of assessed value) was applied to arrive at the estimates shown in Table 3.

Local Sales Tax

Local sales tax revenue would be $0 until the point when the area proposed to be developed with commercial buildings becomes active. After that point, local sales tax would be collected, but it is difficult to provide an estimate until uses are identified.

State Shared Taxes

The State of Tennessee shares revenue from seven different taxes with local governments on a per capita basis. These include State Sales Tax at $125.75, Gasoline and Motor Fuel at $36.00, Special Petroleum Tax at $1.83, State Beer Tax at $.44, TVA In-Lieu at $12.70, Gaming Tax at $2.10, and Transportaton Modernization at $.47. As there is no population in the area requested for annexation, the Town would not realize any additional revenue from the State from these seven taxes.

Water and Wastewater

The Town would receive no revenue for water. Wastewater revenues would be $0 until the property develops, which would be at least 2 years. It is difficult to estimate anticipated revenues without knowing the proposed building uses, but annual revenues would cover annual operating costs.

Impact Fees

The estimated revenues from impact fees have been calculated based on the proposed square footage within the development plan. The initial request includes 350,000 square feet of commercial space and 2,500,000 square feet of industrial space. These fees would be as follows:

Industrial - using the rate for Warehouse	
Road - $839/1,000 sq. ft.	$2,097,500
Public Safety - $167/1,000 sq. ft.	417,500
	$2,515,000

Commercial - using the rate for Retail/Commercial:	
Road - $4,194/1,000 sq. ft.	$1,467,900
Public Safety - $1,685/1,000 sq. ft.	589,750
	$2,057,650

For the future parcel, the proposed development plan shows 6,000,000 square feet of industrial space. The fees for those buildings would be as follows:

Industrial - using the rate for Warehouse	
Road - $839/1,000 sq. ft.	$5,034,000
Public Safety - $167/1,000 sq. ft.	1,002,000
	$6,036,000

In addition to the estimated revenues provided herein, the developer commissioned an economic impact study performed by an independent third-party. The one page summary of this study is attached.

Table 3		
Estimated Annual Revenues		
Source	**Current Request**	**Potential Request**
Property Taxes ($.5257)	$1,163.11	$4,136.08
Local Option Sales Tax	$0.00	$0.00
Business Tax	$0.00	$0.00
Wholesale Beer Tax	$0.00	$0.00
Permits, Fines, Etc.	$0.00	$0.00
Refuse Collection Fees	$0.00	$0.00
State Shared Taxes:		
Sales Tax ($125.75 per capita)	$0.00	$0.00
Gasoline & Motor Fuel ($36.00)	$0.00	$0.00
Special Petroleum Tax ($1.83 per capita)	$0.00	$0.00
State Beer Tax ($.44 per capita)	$0.00	$0.00
TVA In-Lieu ($12.70 per capita)	$0.00	$0.00
Gaming Tax ($2.10 per capita)	$0.00	$0.00
Transportation Modernization ($.47 per capita)	$0.00	$0.00
Total Estimated Annual Revenues	$1,163.11	$4,136.08
Water	$0.00	$0.00
Wastewater	$0.00	$0.00
Total Estimated Water and Wastewater Revenues	$0.00	$0.00
Total Estimated Annual Revenues	$1,163.11	$4,136.08

YOUNGER ASSOCIATES

BILL FRANCE BLVD DEVELOPMENT OPPORTUNITY

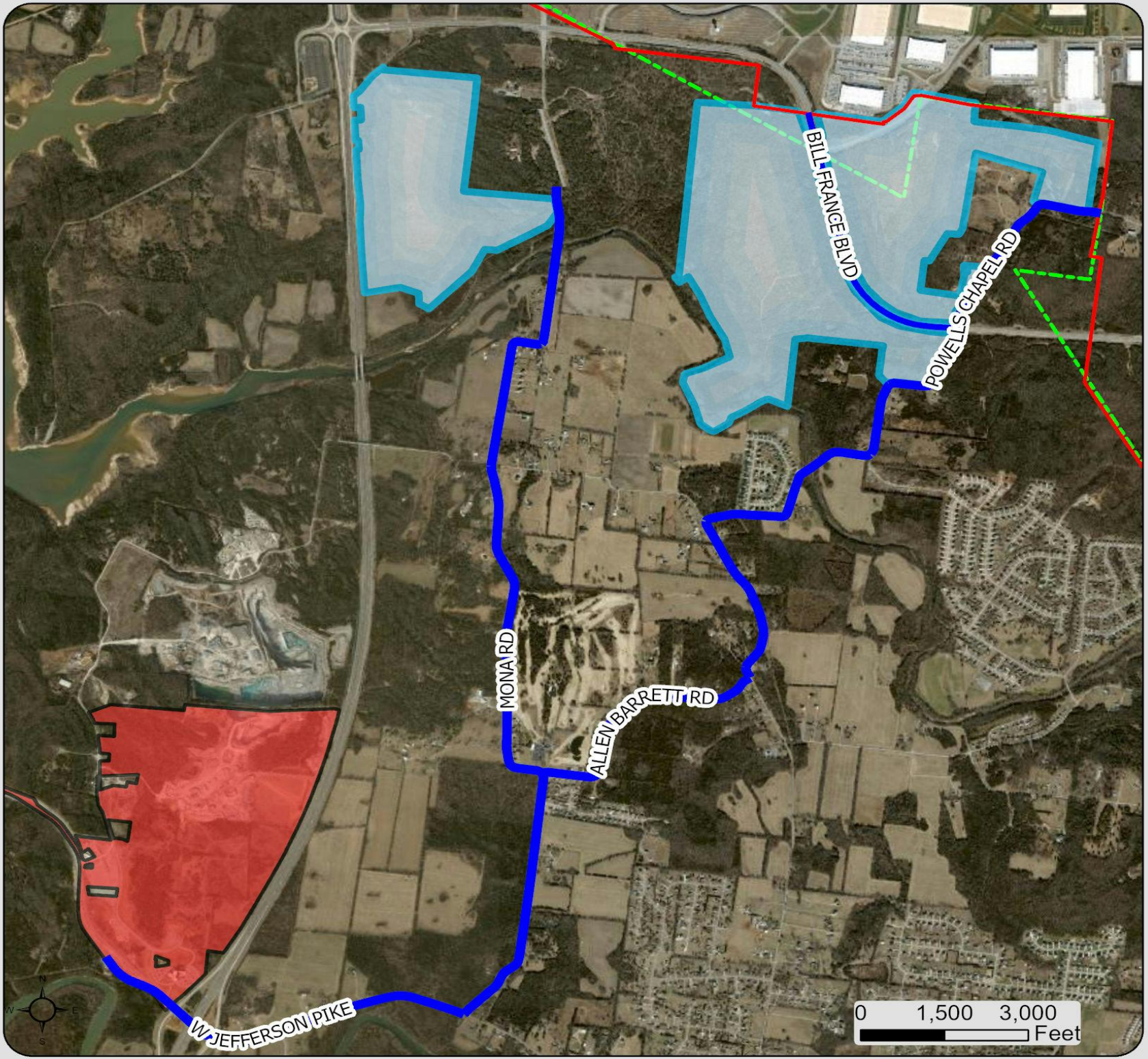
Economic Impact Analysis

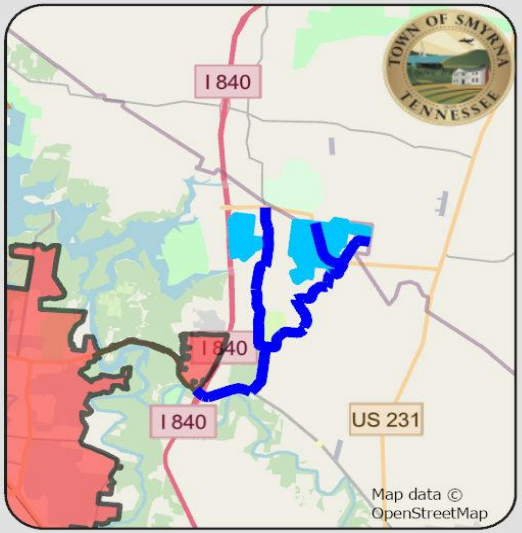
Key Findings - Town of Smyrna

Younger Associates was engaged by Hillwood to conduct an economic impact analysis of a proposed mixed-use development spanning approximately 1,435 acres located primarily in Rutherford County, TN, with a portion extending into Wilson County. The development includes industrial, warehouse, and distribution space, as well as a limited retail component. This analysis projects the economic contributions to the local economy of both the construction phase and the ongoing operations of the development. The summary below presents the projected annual impact, as well as cumulative impacts over the 25-year study period.

	Annual Impact At Full Operation	25-Year Impact
Economic Impact	$1.3 billion	$23.2 billion
Jobs Supported Direct & Indirect	5,815	5,815
Indirect Sales & Property Tax	$12.4 million	$107.3 million
Direct Sales Tax Town of Smyrna	$2.0 million	$28.5 million
Hotel Tax Town of Smyrna	$203,259	$2.9 million

Direct Property Tax	Town of Smyrna	
	Annual	25-Year
General Fund	$703,982	$12.5 million



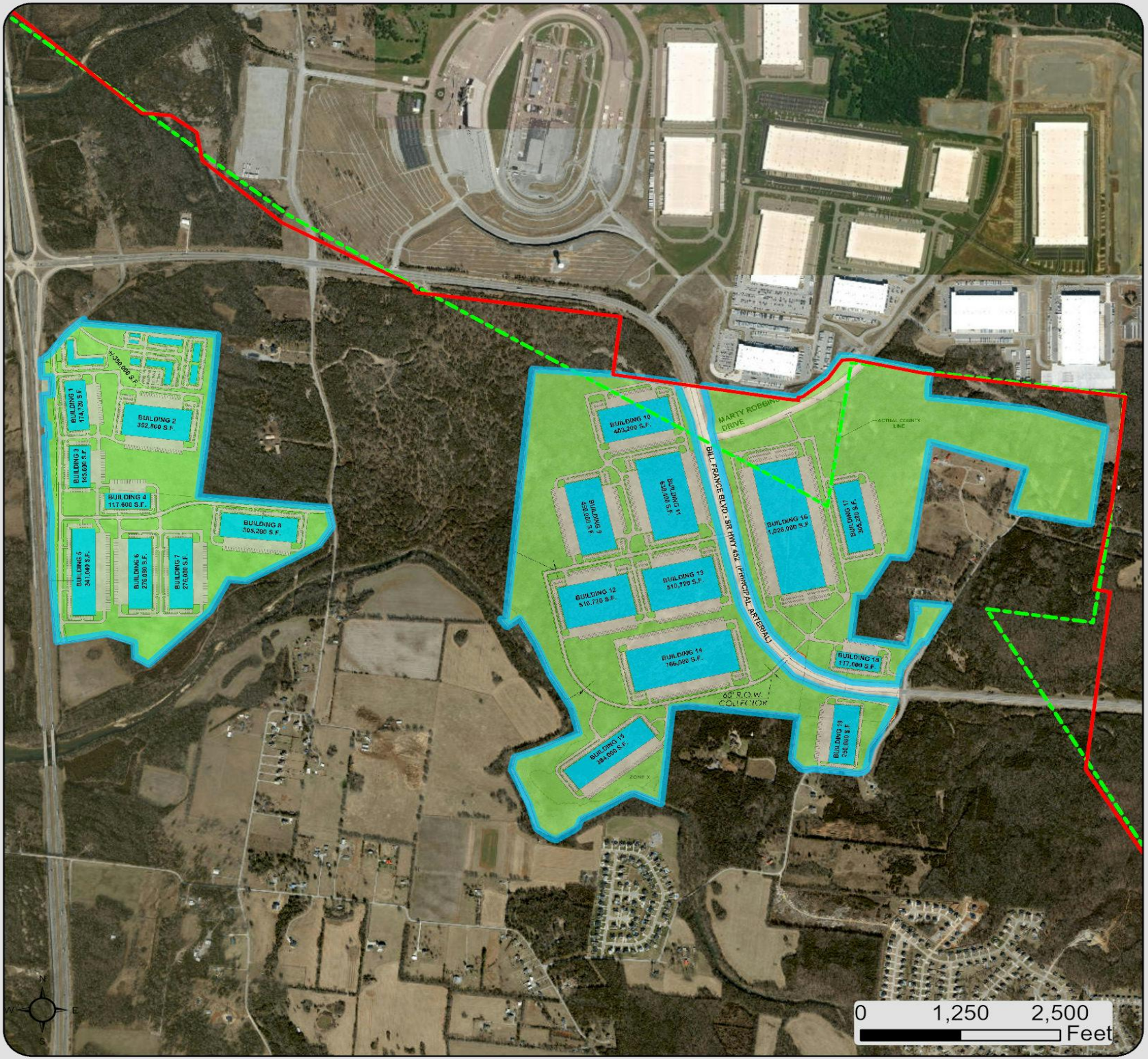


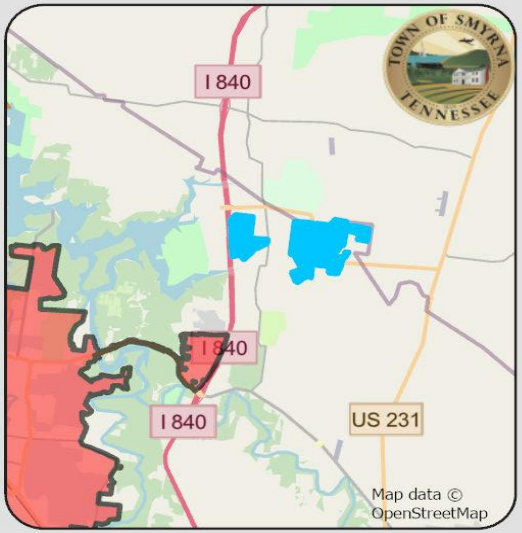
- Requested Parcels
- Wilson County Line
- Actual County Border
- Smyrna City Limits
- Streets to be Annexed

452 Properties LLC

Annexation & PUD Rezoning

Tax Map: 11
Parcels: 5.00, 6.00
Acres: 819.45





- Requested Parcels
- Wilson County Line
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452 Properties LLC

Annexation & PUD Rezoning

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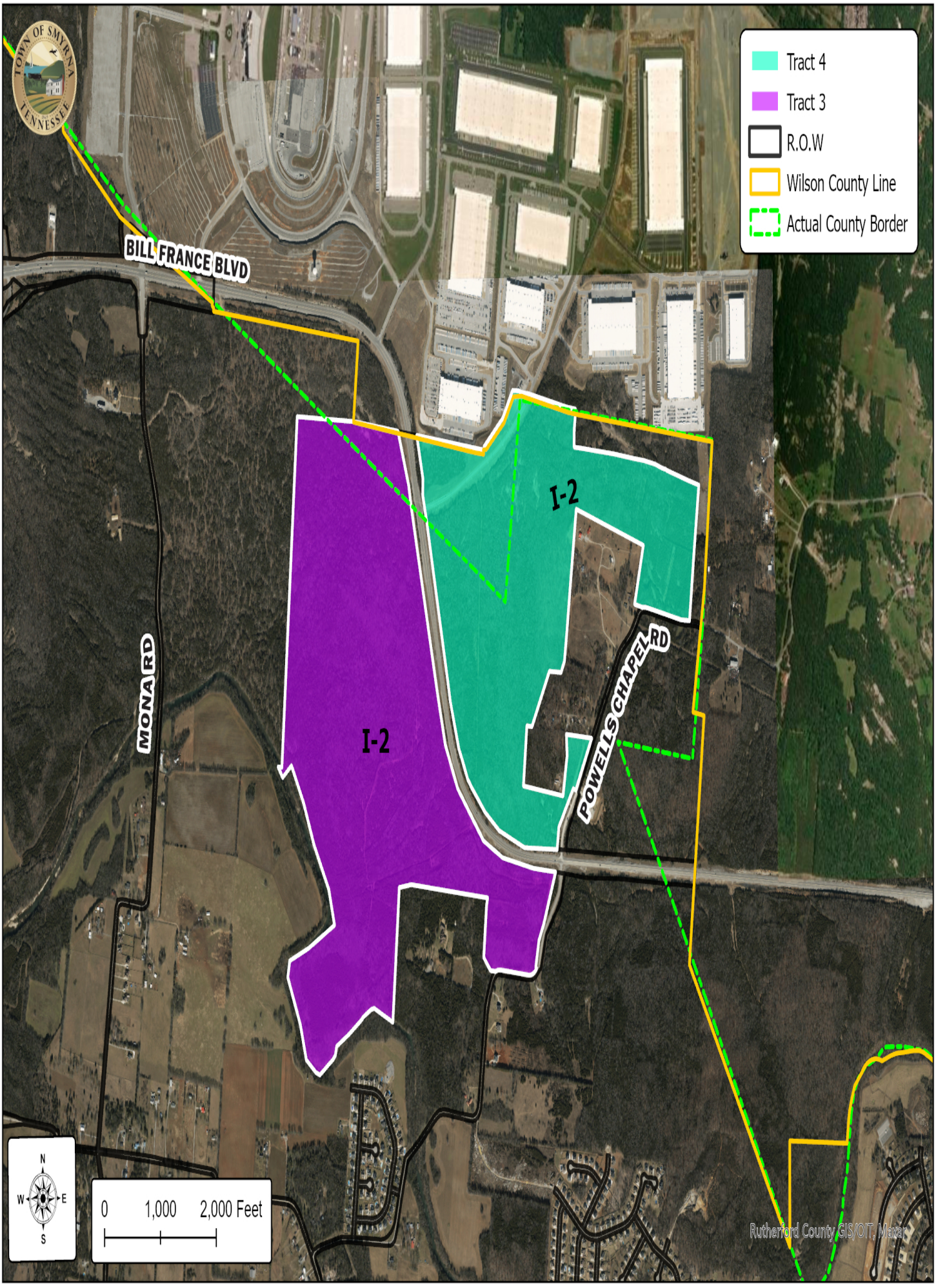
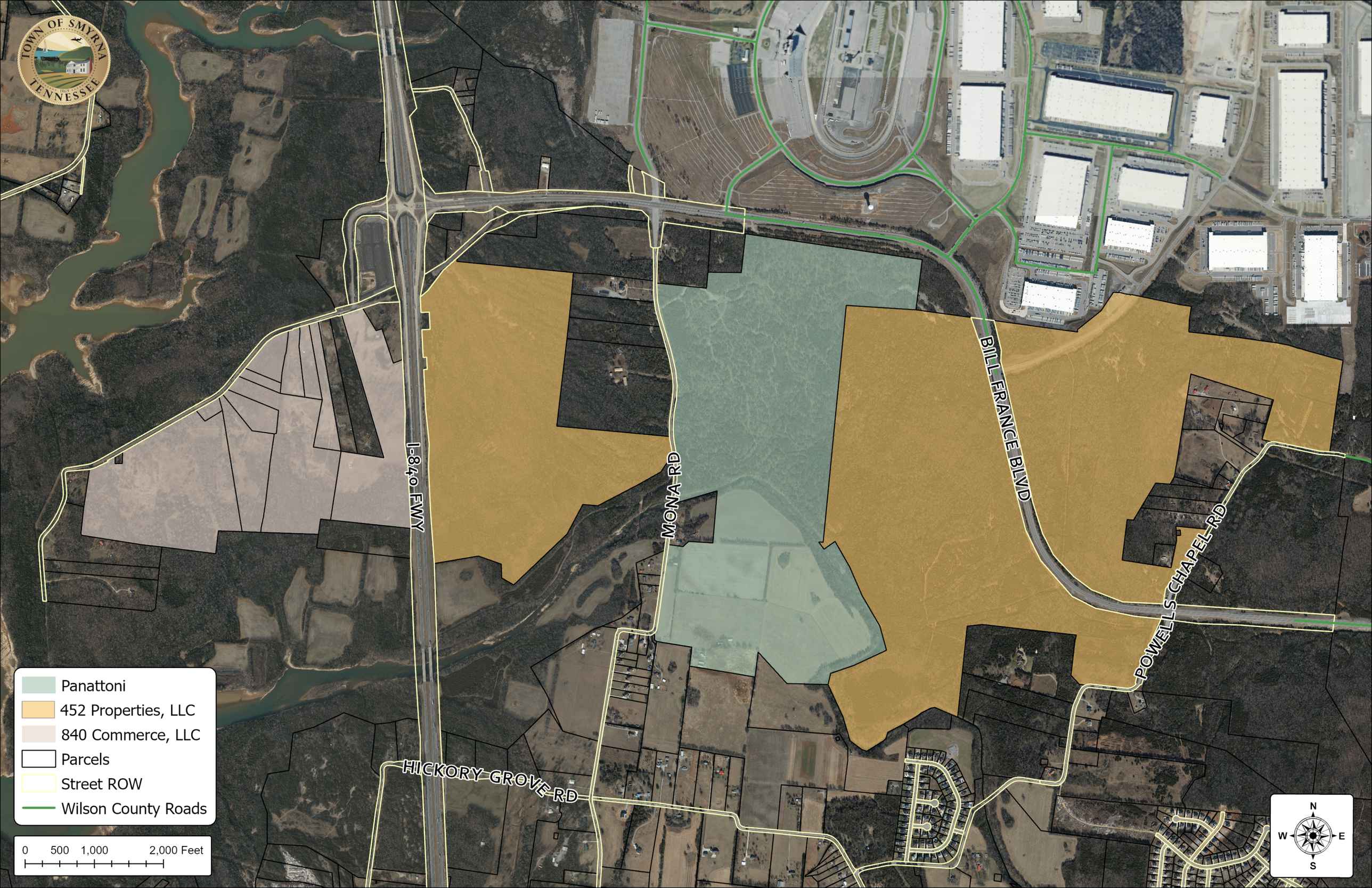

TOWN OF SMYRNA TENNESSEE
Tract 4
Tract 3
R.O.W
Wilson County Line
Actual County Border
BILL FRANCE BLVD
MONA RD
POWELLS CHAPEL RD
I-2
I-2
N
W
E
S
0
1,000
2,000 Feet
Rutherford County GIS/OIT, Maxar


TOWN OF SMYRNA
TENNESSEE
1860
I-840 FWY
MONA RD
BILL FRANCE BLVD
POWELLS CHAPEL RD
HICKORY GROVE RD
Panattoni
452 Properties, LLC
840 Commerce, LLC
Parcels
Street ROW
Wilson County Roads
0 500 1,000 2,000 Feet
N
W
E
S

452 Properties, LLC – Annexation and PUD Zoning Request

Tax Map 11, Parcel 5.00, owned and requested by 452 Properties, LLC. Bordered on the west by the right-of-way of I-840; on the south by the U.S. Army Corps of Engineers; on the east by the existing right-of-way of Mona Road, Parcel 4.03, owned by Nashville Speedway USA, Inc., Parcels 4.01 and 4.02, owned by CP Logistics Lebanon VI, LLC, and Parcel 4.00, owned by Fernando Martinez Mixteca; and on the north by Parcel 2.00, owned by Glendon Jay Barrett, and the right-of-way of Coulter Court.

Total area annexed contains approximately 226.33 acres.

The annexation includes the annexation of the existing rights-of-way of the following public roads:

SR 266/W. Jefferson Pike: approximately 1 mile from the existing Town limits eastward to Mona Road;

Mona Road: approximately 4.2 miles northward from SR 266/W. Jefferson Pike to the northernmost boundary line of this tract.

Annual Economic Impact Summary Overview
Fall Creek Commerce Center at Full Buildout/Operations
Rutherford County, TN

	Rutherford County Annual Impact at Full Operation	Rutherford County 25-Year Cumulative Total
Economic Impact	**$ 1,319,672,486**	**$22,711,920,072**
Total Jobs Supported	**5,826**	**5,826**
Direct Jobs	2,552	2,552
Indirect Jobs	3,274	3,274
Wages (Direct & Indirect)	**$ 322,905,263**	**$ 5,524,728,421**
Local Sales Tax	**$ 7,010,735**	**$ 127,338,347**
Direct - Local Sales Tax (Town of Smyrna if Annexed)	$ 1,993,596	$ 41,497,918
Indirect - Local Sales Tax (Total for City/County)	$ 5,017,139	$ 85,840,429
Other Local Indirect Tax	**$ 797,729**	**$ 13,648,697**
Hotel Tax	**$ 609,778**	**$ 13,415,116**
Hotel Tax - Rutherford	$ 406,518	$ 8,943,396
Hotel Tax - Town of Smyrna (if annexed)	$ 203,260	$ 4,471,720
Indirect Property Tax	$ 6,890,248	$ 9,176,977
Direct Property Tax - Rutherford County	**$ 2,615,510**	**$ 45,844,870**
General Fund	$ 998,137	$ 17,495,428
School/Education Purposes	$ 957,292	$ 16,779,492
Debt Service	$ 553,854	$ 9,708,000
Ambulance | Solid Waste & Sanitation	$ 96,189	$ 1,686,010
Highway	$ 10,038	$ 175,940
Town of Smyrna - If Annexed	$ 696,823	$ 12,488,636

DRAFT

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis - Summary

One-Time Impact from Construction									
	Economic Impact	Direct Jobs	Indirect Jobs	Wages	Local Sales Tax (Direct & Indirect)	Local Other Taxes	Indirect Property Tax	Direct Property Tax	Total Local Taxes/Fees
Construction	**$ 1,474,524,127**	**5,836**		**$ 363,355,196**	**$ 15,233,479**	**$ 897,653**	**N/A**	**N/A**	**$ 16,131,132**

Annual Impact from Operations - At Full Operation									
Development	Economic Impact	Direct Jobs	Indirect Jobs	Wages (Direct & Indirect)	Local Sales Tax (Direct & Indirect)	Local Other Taxes (Includes Hotel)	Indirect Property Tax	Direct Property Tax	Total Local Taxes
Building 8	$ 47,092,298	102	94	$ 11,836,466	$ 183,909	$ 29,242	$ 215,481	$ 2,764,700	$ 3,193,332
Building 11	$ 97,878,110	212	196	$ 24,640,348	$ 382,849	$ 60,873	$ 447,863	Included in Total Above	$ 891,585
Building 7	$ 42,475,407	92	85	$ 10,689,457	$ 166,087	$ 26,408	$ 194,356		$ 386,851
Building 12	$ 156,974,327	340	314	$ 39,496,394	$ 613,675	$ 97,574	$ 718,270		$ 1,429,519
Building 6	$ 42,475,407	92	85	$ 10,689,457	$ 166,087	$ 26,408	$ 194,356		$ 386,851
Building 9	$ 69,253,379	150	138	$ 17,391,918	$ 270,227	$ 42,966	$ 316,884		$ 630,077
Building 5	$ 47,092,298	102	94	$ 11,836,466	$ 183,909	$ 29,242	$ 215,481		$ 428,632
Building 10	$ 61,866,353	134	124	$ 15,581,608	$ 242,099	$ 38,494	$ 283,083		$ 563,676
Building 14	$ 117,730,746	255	235	$ 29,591,165	$ 459,773	$ 73,104	$ 538,703		$ 1,071,580
Building 15	$ 59,096,217	128	118	$ 14,856,046	$ 230,826	$ 36,701	$ 270,408		$ 537,935
Building 1	$ 26,777,974	58	54	$ 6,764,722	$ 105,107	$ 16,712	$ 122,528		$ 244,347
Building 2	$ 54,017,636	117	108	$ 13,588,110	$ 211,125	$ 33,569	$ 247,170		$ 491,864
Building 3	$ 22,161,081	48	44	$ 5,555,452	$ 86,318	$ 13,725	$ 101,403		$ 201,446
Building 4	$ 18,005,879	39	36	$ 4,529,370	$ 70,375	$ 11,190	$ 82,390		$ 163,955
Building 24	$ 39,243,583	85	78	$ 9,842,968	$ 152,935	$ 24,317	$ 179,568		$ 356,820
Building 25	$ 22,161,081	48	44	$ 5,555,452	$ 86,318	$ 13,725	$ 101,403		$ 201,446
Building 16	$ 157,436,016	341	315	$ 39,617,321	$ 615,554	$ 97,873	$ 720,383		$ 1,433,810
Building 17	$ 47,092,298	102	94	$ 11,836,466	$ 183,909	$ 29,242	$ 215,481		$ 428,632
Building 18	$ 18,005,879	39	36	$ 4,529,370	$ 70,375	$ 11,190	$ 82,390		$ 163,955
Building 19	$ 31,394,865	68	63	$ 7,911,731	$ 122,929	$ 19,546	$ 143,654		$ 286,129
Retail	$ 127,624,532	Included with Indirect	849	$ 24,372,926	$ 2,148,705	$ 60,212	$ 1,351,113	$ 547,634	$ 4,107,664
Hotel	$ 13,817,120		70	$ 2,192,050	$ 257,644	$ 411,934	$ 147,880	Included with Retail	$ 817,458
Total	**$ 1,319,672,486**	**2,552**	**3,274**	**$ 322,905,263**	**$ 7,010,735**	**$ 1,204,247**	**$ 6,890,248**	**$ 3,312,334**	**$ 18,417,564**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis - Summary

Cumulative Impact from Operations for 25-Year Study Period									
Development	Economic Impact	Direct Jobs	Indirect Jobs	Wages (Direct & Indirect)	Local Sales Tax (Direct & Indirect)	Local Other Taxes (Includes Hotel)	Indirect Property Tax	Direct Property Tax	Total Local Taxes
Building 8	$ 1,130,215,152	102	94	$ 284,075,184	$ 4,413,816	$ 701,808	$ 5,171,544	$ 46,631,447	$ 56,918,615
Building 11	$ 1,663,927,870	212	196	$ 418,885,916	$ 6,508,433	$ 1,034,841	$ 7,613,671		$ 15,156,945
Building 7	$ 1,019,409,768	92	85	$ 256,546,968	$ 3,986,088	$ 633,792	$ 4,664,544		$ 9,284,424
Building 12	$ 2,668,563,559	340	314	$ 671,438,698	$ 10,432,475	$ 1,658,758	$ 12,210,590		$ 24,301,823
Building 6	$ 934,458,954	92	85	$ 235,168,054	$ 3,653,914	$ 580,976	$ 4,275,832		$ 8,510,722
Building 9	$ 1,315,814,201	150	138	$ 330,446,442	$ 5,134,313	$ 816,354	$ 6,020,796		$ 11,971,463
Building 5	$ 1,036,030,556	102	94	$ 260,402,252	$ 4,045,998	$ 643,324	$ 4,740,582		$ 9,429,904
Building 10	$ 1,175,460,707	134	124	$ 296,050,552	$ 4,599,881	$ 731,386	$ 5,378,577		$ 10,709,844
Building 14	$ 1,765,961,190	255	235	$ 443,867,475	$ 6,896,595	$ 1,096,560	$ 8,080,545		$ 16,073,700
Building 15	$ 886,443,255	128	118	$ 222,840,690	$ 3,462,390	$ 550,515	$ 4,056,120		$ 8,069,025
Building 1	$ 535,559,480	58	54	$ 135,294,440	$ 2,102,140	$ 334,240	$ 2,450,560	Included in Total Above	$ 4,886,940
Building 2	$ 1,080,352,720	117	108	$ 271,762,200	$ 4,222,500	$ 671,380	$ 4,943,400		$ 9,837,280
Building 3	$ 443,221,620	48	44	$ 111,109,040	$ 1,726,360	$ 274,500	$ 2,028,060		$ 4,028,920
Building 4	$ 360,117,580	39	36	$ 90,587,400	$ 1,407,500	$ 223,800	$ 1,647,800		$ 3,279,100
Building 24	$ 353,192,247	85	78	$ 88,586,712	$ 1,376,415	$ 218,853	$ 1,616,112		$ 3,211,380
Building 25	$ 199,449,729	48	44	$ 49,999,068	$ 776,862	$ 123,525	$ 912,627		$ 1,813,014
Building 16	$ 2,046,668,208	341	315	$ 515,025,173	$ 8,002,202	$ 1,272,349	$ 9,364,979		$ 18,639,530
Building 17	$ 612,199,874	102	94	$ 153,874,058	$ 2,390,817	$ 380,146	$ 2,801,253		$ 5,572,216
Building 18	$ 198,064,669	39	36	$ 49,823,070	$ 774,125	$ 123,090	$ 906,290		$ 1,803,505
Building 19	$ 345,343,515	68	63	$ 87,029,041	$ 1,352,219	$ 215,006	$ 1,580,194		$ 3,147,419
Retail	$ 2,637,488,578	Included with Indirect	849	$ 503,690,888	$ 44,405,136	$ 1,244,342	$ 27,922,102	$ 11,702,068	$ 85,273,648
Hotel	$ 303,976,640		70	$ 48,225,100	$ 5,668,168	$ 9,062,548	$ 3,253,360	Included with Retail	$ 17,984,076
Total	**$ 22,711,920,072**	**2,552**	**3,274**	**$ 5,524,728,421**	**$ 127,338,347**	**$ 22,592,093**	**$ 121,639,538**	**$ 58,333,515**	**$ 329,903,493**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

One-Time Impact from Construction	Building 7	Building 8	Building 5	Building 6	Building 1	Building 2	Building 3	Building 4
Square Footage	276,080	305,280	305,760	276,080	174,720	352,800	145,600	117,600
Construction Cost/Real Property Investment*	$ 35,300,000	$ 35,700,000	$ 35,800,000	$ 35,300,000	$ 16,900,000	$ 32,000,000	$ 18,000,000	$ 17,500,000
Final Demand Output Multiplier [1]	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917
Economic Impact	**$ 59,717,010**	**$ 60,393,690**	**$ 60,562,860**	**$ 59,717,010**	**$ 28,589,730**	**$ 54,134,400**	**$ 30,450,600**	**$ 29,604,750**
Sales Tax Revenue from Capital Investment [2]	$ 388,300	$ 392,700	$ 393,800	$ 388,300	$ 185,900	$ 352,000	$ 198,000	$ 192,500
Final Demand Employment Multiplier[3]	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982
Direct/Indirect Jobs Supported During Construction Period**	**236**	**239**	**240**	**236**	**113**	**214**	**121**	**117**
Rutherford County Annual Average Wage - All Industries[4]	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261
Wages Paid to Direct/Indirect Jobs	**$ 14,693,596**	**$ 14,880,379**	**$ 14,942,640**	**$ 14,693,596**	**$ 7,035,493**	**$ 13,323,854**	**$ 7,533,581**	**$ 7,284,537**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 228,302	$ 231,204	$ 232,171	$ 228,302	$ 109,314	$ 207,019	$ 117,053	$ 113,183
Other Local Tax Revenue[6]	$ 36,300	$ 36,761	$ 36,915	$ 36,300	$ 17,381	$ 32,916	$ 18,611	$ 17,996
Total Tax Revenue from Wages Paid During Construction Perio	**$ 652,902**	**$ 660,665**	**$ 662,886**	**$ 652,902**	**$ 312,595**	**$ 591,935**	**$ 333,664**	**$ 323,679**

**Construction estimates provided by the developer.*

***Total employment for the construction period. If the construction period is 20 years, the annual average employment would be 281.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

One-Time Impact from Construction	Building 9	Building 10	Building 11	Building 12	Building 14	Building 15	Building 16	Building 17
Square Footage	450,000	403,200	638,400	1,021,440	766,080	384,000	1,026,000	305,280
Construction Cost/Real Property Investment*	$ 44,500,000	$ 44,000,000	$ 58,500,000	$ 85,000,000	$ 68,000,000	$ 37,000,000	$ 84,500,000	$ 36,000,000
Final Demand Output Multiplier [1]	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917
Economic Impact	**$ 75,280,650**	**$ 74,434,800**	**$ 98,964,450**	**$ 143,794,500**	**$ 115,035,600**	**$ 62,592,900**	**$ 142,948,650**	**$ 60,901,200**
Sales Tax Revenue from Capital Investment [2]	$ 489,500	$ 484,000	$ 643,500	$ 935,000	$ 748,000	$ 407,000	$ 929,500	$ 396,000
Final Demand Employment Multiplier[3]	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982
Direct/Indirect Jobs Supported During Construction Period**	**298**	**295**	**392**	**569**	**455**	**248**	**566**	**241**
Rutherford County Annual Average Wage - All Industries[4]	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261
Wages Paid to Direct/Indirect Jobs	**$ 18,553,778**	**$ 18,366,995**	**$ 24,406,312**	**$ 35,426,509**	**$ 28,328,755**	**$ 15,440,728**	**$ 35,239,726**	**$ 15,004,901**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 288,279	$ 285,377	$ 379,213	$ 550,439	$ 440,158	$ 239,910	$ 547,537	$ 233,139
Other Local Tax Revenue[6]	$ 45,836	$ 45,375	$ 60,295	$ 87,520	$ 69,985	$ 38,146	$ 87,058	$ 37,069
Total Tax Revenue from Wages Paid During Construction Perio	**$ 823,615**	**$ 814,752**	**$ 1,083,008**	**$ 1,572,959**	**$ 1,258,143**	**$ 685,056**	**$ 1,564,095**	**$ 666,208**

**Construction estimates provided by the developer.*

***Total employment for the construction period. If the construction period is 20 years, the annual average employment would be 281.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

One-Time Impact from Construction	Building 18	Building 19	Building 24	Building 25	Retail/Hotel	Site Improvements	Total
Square Footage	117,600	203,840	256,000	145,600			7,671,360
Construction Cost/Real Property Investment*	$ 17,500,000	$ 18,700,000	$ 35,000,000	$ 18,000,000	$ 57,000,000	$ 41,422,703	$ 871,622,703
Final Demand Output Multiplier [1]	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917	
Economic Impact	**$ 29,604,750**	**$ 31,634,790**	**$ 59,209,500**	**$ 30,450,600**	**$ 96,426,900**	**$ 70,074,787**	**$ 1,474,524,127**
Sales Tax Revenue from Capital Investment [2]	$ 192,500	$ 205,700	$ 385,000	$ 198,000	$ 627,000	$ 455,650	$ 9,587,850
Final Demand Employment Multiplier[3]	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982	
Direct/Indirect Jobs Supported During Construction Period**	**117**	**125**	**234**	**121**	**382**	**277**	**5,836**
Rutherford County Annual Average Wage - All Industries[4]	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	
Wages Paid to Direct/Indirect Jobs	**$ 7,284,537**	**$ 7,782,625**	**$ 14,569,074**	**$ 7,533,581**	**$ 23,783,702**	**$ 17,246,297**	**$ 363,355,196**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 113,183	$ 120,923	$ 226,367	$ 117,053	$ 369,539	$ 267,964	$ 5,645,629
Other Local Tax Revenue[6]	$ 17,996	$ 19,227	$ 35,992	$ 18,611	$ 58,757	$ 42,606	$ 897,653
Total Tax Revenue from Wages Paid During Construction Perio	**$ 323,679**	**$ 345,850**	**$ 647,359**	**$ 333,664**	**$ 1,055,296**	**$ 766,220**	**$ 16,131,132**

**Construction estimates provided by the developer.*

***Total employment for the construction period. If the construction period is 20 years, the annual average employment would be 281.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 7	
Square Footage	276,080
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2028
Years in Study Period	**24**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 7	276,080	
Square Footage Per Employee[7]	3,005	
Direct Employment	92	**92**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 5,397,272	$ 129,534,528
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	85	85
Jobs Supported from Operations (Direct & Indirect)	**177**	**177**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 5,292,185	$ 127,012,440
Total Wages (Direct & Indirect)	**$ 10,689,457**	**$ 256,546,968**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 166,087	$ 3,986,088
Other Local Indirect Tax Revenue from Wages[6]	$ 26,408	$ 633,792
Residential/Commercial Property Tax Revenue[10]	$ 194,356	$ 4,664,544
Total Local Tax Revenue (Direct & Indirect)	**$ 386,851**	**$ 9,284,424**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 5,397,272	$ 129,534,528
Earnings to Output	$ 23,425,660	$ 562,215,840
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 42,475,407**	**$ 1,019,409,768**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 8	
Square Footage	305,280
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2028
Years in Study Period	**24**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 8	305,280	
Square Footage Per Employee[7]	3,005	
Direct Employment	102	**102**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 5,983,932	$ 143,614,368
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	94	94
Jobs Supported from Operations (Direct & Indirect)	**196**	**196**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 5,852,534	$ 140,460,816
Total Wages (Direct & Indirect)	**$ 11,836,466**	**$ 284,075,184**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 183,909	$ 4,413,816
Other Local Indirect Tax Revenue from Wages[6]	$ 29,242	$ 701,808
Residential/Commercial Property Tax Revenue[10]	$ 215,481	$ 5,171,544
Total Local Tax Revenue (Direct & Indirect)	**$ 428,632**	**$ 10,287,168**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 5,983,932	$ 143,614,368
Earnings to Output	$ 25,971,927	$ 623,326,248
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 47,092,298**	**$ 1,130,215,152**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 5	
Square Footage	305,760
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2030
Years in Study Period	**22**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 5	305,760	
Square Footage Per Employee[7]	3,005	
Direct Employment	102	**102**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 5,983,932	$ 131,646,504
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	94	94
Jobs Supported from Operations (Direct & Indirect)	**196**	**196**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 5,852,534	$ 128,755,748
Total Wages (Direct & Indirect)	**$ 11,836,466**	**$ 260,402,252**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 183,909	$ 4,045,998
Other Local Indirect Tax Revenue from Wages[6]	$ 29,242	$ 643,324
Residential/Commercial Property Tax Revenue[10]	$ 215,481	$ 4,740,582
Total Local Tax Revenue (Direct & Indirect)	**$ 428,632**	**$ 9,429,904**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 5,983,932	$ 131,646,504
Earnings to Output	$ 25,971,927	$ 571,382,394
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 47,092,298**	**$ 1,036,030,556**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 6	
Square Footage	276,080
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2030
Years in Study Period	**22**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 6	276,080	
Square Footage Per Employee[7]	3,005	
Direct Employment	92	**92**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 5,397,272	$ 118,739,984
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	85	85
Jobs Supported from Operations (Direct & Indirect)	**177**	**177**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 5,292,185	$ 116,428,070
Total Wages (Direct & Indirect)	**$ 10,689,457**	**$ 235,168,054**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 166,087	$ 3,653,914
Other Local Indirect Tax Revenue from Wages[6]	$ 26,408	$ 580,976
Residential/Commercial Property Tax Revenue[10]	$ 194,356	$ 4,275,832
Total Local Tax Revenue (Direct & Indirect)	**$ 386,851**	**$ 8,510,722**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 5,397,272	$ 118,739,984
Earnings to Output	$ 23,425,660	$ 515,364,520
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 42,475,407**	**$ 934,458,954**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 1	
Square Footage	174,720
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2032
Years in Study Period	**20**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 1	174,720	
Square Footage Per Employee[7]	3,005	
Direct Employment	58	**58**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 3,402,628	$ 68,052,560
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	54	54
Jobs Supported from Operations (Direct & Indirect)	**112**	**112**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 3,362,094	$ 67,241,880
Total Wages (Direct & Indirect)	**$ 6,764,722**	**$ 135,294,440**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 105,107	$ 2,102,140
Other Local Indirect Tax Revenue from Wages[6]	$ 16,712	$ 334,240
Residential/Commercial Property Tax Revenue[10]	$ 122,528	$ 2,450,560
Total Local Tax Revenue (Direct & Indirect)	**$ 244,347**	**$ 4,886,940**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 3,402,628	$ 68,052,560
Earnings to Output	$ 14,768,351	$ 295,367,020
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 26,777,974**	**$ 535,559,480**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 2	
Square Footage	352,800
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2032
Years in Study Period	**20**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 2	352,800	
Square Footage Per Employee[7]	3,005	
Direct Employment	117	**117**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 6,863,922	$ 137,278,440
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	108	108
Jobs Supported from Operations (Direct & Indirect)	**225**	**225**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 6,724,188	$ 134,483,760
Total Wages (Direct & Indirect)	**$ 13,588,110**	**$ 271,762,200**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 211,125	$ 4,222,500
Other Local Indirect Tax Revenue from Wages[6]	$ 33,569	$ 671,380
Residential/Commercial Property Tax Revenue[10]	$ 247,170	$ 4,943,400
Total Local Tax Revenue (Direct & Indirect)	**$ 491,864**	**$ 9,837,280**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 6,863,922	$ 137,278,440
Earnings to Output	$ 29,791,328	$ 595,826,560
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 54,017,636**	**$ 1,080,352,720**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 3	
Square Footage	145,600
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2032
Years in Study Period	**20**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 3	145,600	
Square Footage Per Employee[7]	3,005	
Direct Employment	48	**48**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 2,815,968	$ 56,319,360
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	44	44
Jobs Supported from Operations (Direct & Indirect)	**92**	**92**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 2,739,484	$ 54,789,680
Total Wages (Direct & Indirect)	**$ 5,555,452**	**$ 111,109,040**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 86,318	$ 1,726,360
Other Local Indirect Tax Revenue from Wages[6]	$ 13,725	$ 274,500
Residential/Commercial Property Tax Revenue[10]	$ 101,403	$ 2,028,060
Total Local Tax Revenue (Direct & Indirect)	**$ 201,446**	**$ 4,028,920**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 2,815,968	$ 56,319,360
Earnings to Output	$ 12,222,083	$ 244,441,660
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 22,161,081**	**$ 443,221,620**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 4	
Square Footage	117,600
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2032
Years in Study Period	**20**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 4	117,600	
Square Footage Per Employee[7]	3,005	
Direct Employment	39	**39**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 2,287,974	$ 45,759,480
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	36	36
Jobs Supported from Operations (Direct & Indirect)	**75**	**75**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 2,241,396	$ 44,827,920
Total Wages (Direct & Indirect)	**$ 4,529,370**	**$ 90,587,400**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 70,375	$ 1,407,500
Other Local Indirect Tax Revenue from Wages[6]	$ 11,190	$ 223,800
Residential/Commercial Property Tax Revenue[10]	$ 82,390	$ 1,647,800
Total Local Tax Revenue (Direct & Indirect)	**$ 163,955**	**$ 3,279,100**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 2,287,974	$ 45,759,480
Earnings to Output	$ 9,930,443	$ 198,608,860
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 18,005,879**	**$ 360,117,580**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 9	
Square Footage	450,000
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2033
Years in Study Period	**19**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 9	450,000	
Square Footage Per Employee[7]	3,005	
Direct Employment	150	**150**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 8,799,900	$ 167,198,100
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	138	138
Jobs Supported from Operations (Direct & Indirect)	**288**	**288**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 8,592,018	$ 163,248,342
Total Wages (Direct & Indirect)	**$ 17,391,918**	**$ 330,446,442**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 270,227	$ 5,134,313
Other Local Indirect Tax Revenue from Wages[6]	$ 42,966	$ 816,354
Residential/Commercial Property Tax Revenue[10]	$ 316,884	$ 6,020,796
Total Local Tax Revenue (Direct & Indirect)	**$ 630,077**	**$ 11,971,463**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 8,799,900	$ 167,198,100
Earnings to Output	$ 38,194,010	$ 725,686,190
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 69,253,379**	**$ 1,315,814,201**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 10	
Square Footage	403,200
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2033
Years in Study Period	**19**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 10	403,200	
Square Footage Per Employee[7]	3,005	
Direct Employment	134	**134**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 7,861,244	$ 149,363,636
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	124	124
Jobs Supported from Operations (Direct & Indirect)	**258**	**258**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 7,720,364	$ 146,686,916
Total Wages (Direct & Indirect)	**$ 15,581,608**	**$ 296,050,552**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 242,099	$ 4,599,881
Other Local Indirect Tax Revenue from Wages[6]	$ 38,494	$ 731,386
Residential/Commercial Property Tax Revenue[10]	$ 283,083	$ 5,378,577
Total Local Tax Revenue (Direct & Indirect)	**$ 563,676**	**$ 10,709,844**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 7,861,244	$ 149,363,636
Earnings to Output	$ 34,119,983	$ 648,279,677
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 61,866,353**	**$ 1,175,460,707**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 11	
Square Footage	638,400
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2035
Years in Study Period	**17**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 11	638,400	
Square Footage Per Employee[7]	3,005	
Direct Employment	212	**212**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 12,437,192	$ 211,432,264
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	196	196
Jobs Supported from Operations (Direct & Indirect)	**408**	**408**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 12,203,156	$ 207,453,652
Total Wages (Direct & Indirect)	**$ 24,640,348**	**$ 418,885,916**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 382,849	$ 6,508,433
Other Local Indirect Tax Revenue from Wages[6]	$ 60,873	$ 1,034,841
Residential/Commercial Property Tax Revenue[10]	$ 447,863	$ 7,613,671
Total Local Tax Revenue (Direct & Indirect)	**$ 891,585**	**$ 15,156,945**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 12,437,192	$ 211,432,264
Earnings to Output	$ 53,980,868	$ 917,674,756
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 97,878,110**	**$ 1,663,927,870**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 12	
Square Footage	1,021,440
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2035
Years in Study Period	**17**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 12	1,021,440	
Square Footage Per Employee[7]	3,005	
Direct Employment	340	**340**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 19,946,440	$ 339,089,480
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	314	314
Jobs Supported from Operations (Direct & Indirect)	**654**	**654**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 19,549,954	$ 332,349,218
Total Wages (Direct & Indirect)	**$ 39,496,394**	**$ 671,438,698**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 613,675	$ 10,432,475
Other Local Indirect Tax Revenue from Wages[6]	$ 97,574	$ 1,658,758
Residential/Commercial Property Tax Revenue[10]	$ 718,270	$ 12,210,590
Total Local Tax Revenue (Direct & Indirect)	**$ 1,429,519**	**$ 24,301,823**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 19,946,440	$ 339,089,480
Earnings to Output	$ 86,573,090	$ 1,471,742,530
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 156,974,327**	**$ 2,668,563,559**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 14	
Square Footage	766,080
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2037
Years in Study Period	**15**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 14	766,080	
Square Footage Per Employee[7]	3,005	
Direct Employment	255	**255**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 14,959,830	$ 224,397,450
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	235	235
Jobs Supported from Operations (Direct & Indirect)	**490**	**490**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 14,631,335	$ 219,470,025
Total Wages (Direct & Indirect)	**$ 29,591,165**	**$ 443,867,475**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 459,773	$ 6,896,595
Other Local Indirect Tax Revenue from Wages[6]	$ 73,104	$ 1,096,560
Residential/Commercial Property Tax Revenue[10]	$ 538,703	$ 8,080,545
Total Local Tax Revenue (Direct & Indirect)	**$ 1,071,580**	**$ 16,073,700**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 14,959,830	$ 224,397,450
Earnings to Output	$ 64,929,818	$ 973,947,270
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 117,730,746**	**$ 1,765,961,190**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 15	
Square Footage	384,000
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2037
Years in Study Period	**15**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 15	384,000	
Square Footage Per Employee[7]	3,005	
Direct Employment	128	**128**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 7,509,248	$ 112,638,720
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	118	118
Jobs Supported from Operations (Direct & Indirect)	**246**	**246**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 7,346,798	$ 110,201,970
Total Wages (Direct & Indirect)	**$ 14,856,046**	**$ 222,840,690**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 230,826	$ 3,462,390
Other Local Indirect Tax Revenue from Wages[6]	$ 36,701	$ 550,515
Residential/Commercial Property Tax Revenue[10]	$ 270,408	$ 4,056,120
Total Local Tax Revenue (Direct & Indirect)	**$ 537,935**	**$ 8,069,025**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 7,509,248	$ 112,638,720
Earnings to Output	$ 32,592,222	$ 488,883,330
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 59,096,217**	**$ 886,443,255**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 16	
Square Footage	1,026,000
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2039
Years in Study Period	**13**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 16	1,026,000	
Square Footage Per Employee[7]	3,005	
Direct Employment	341	**341**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 20,005,106	$ 260,066,378
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	315	315
Jobs Supported from Operations (Direct & Indirect)	**656**	**656**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 19,612,215	$ 254,958,795
Total Wages (Direct & Indirect)	**$ 39,617,321**	**$ 515,025,173**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 615,554	$ 8,002,202
Other Local Indirect Tax Revenue from Wages[6]	$ 97,873	$ 1,272,349
Residential/Commercial Property Tax Revenue[10]	$ 720,383	$ 9,364,979
Total Local Tax Revenue (Direct & Indirect)	**$ 1,433,810**	**$ 18,639,530**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 20,005,106	$ 260,066,378
Earnings to Output	$ 86,827,717	$ 1,128,760,321
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 157,436,016**	**$ 2,046,668,208**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 17	
Square Footage	305,280
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2039
Years in Study Period	**13**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 17	305,280	
Square Footage Per Employee[7]	3,005	
Direct Employment	102	**102**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 5,983,932	$ 77,791,116
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	94	94
Jobs Supported from Operations (Direct & Indirect)	**196**	**196**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 5,852,534	$ 76,082,942
Total Wages (Direct & Indirect)	**$ 11,836,466**	**$ 153,874,058**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 183,909	$ 2,390,817
Other Local Indirect Tax Revenue from Wages[6]	$ 29,242	$ 380,146
Residential/Commercial Property Tax Revenue[10]	$ 215,481	$ 2,801,253
Total Local Tax Revenue (Direct & Indirect)	**$ 428,632**	**$ 5,572,216**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 5,983,932	$ 77,791,116
Earnings to Output	$ 25,971,927	$ 337,635,051
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 47,092,298**	**$ 612,199,874**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 18	
Square Footage	117,600
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2041
Years in Study Period	**11**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 18	117,600	
Square Footage Per Employee[7]	3,005	
Direct Employment	39	**39**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 2,287,974	$ 25,167,714
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	36	36
Jobs Supported from Operations (Direct & Indirect)	**75**	**75**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 2,241,396	$ 24,655,356
Total Wages (Direct & Indirect)	**$ 4,529,370**	**$ 49,823,070**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 70,375	$ 774,125
Other Local Indirect Tax Revenue from Wages[6]	$ 11,190	$ 123,090
Residential/Commercial Property Tax Revenue[10]	$ 82,390	$ 906,290
Total Local Tax Revenue (Direct & Indirect)	**$ 163,955**	**$ 1,803,505**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 2,287,974	$ 25,167,714
Earnings to Output	$ 9,930,443	$ 109,234,873
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 18,005,879**	**$ 198,064,669**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 19	
Square Footage	203,840
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2041
Years in Study Period	**11**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 19	203,840	
Square Footage Per Employee[7]	3,005	
Direct Employment	68	**68**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 3,989,288	$ 43,882,168
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	63	63
Jobs Supported from Operations (Direct & Indirect)	**131**	**131**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 3,922,443	$ 43,146,873
Total Wages (Direct & Indirect)	**$ 7,911,731**	**$ 87,029,041**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 122,929	$ 1,352,219
Other Local Indirect Tax Revenue from Wages[6]	$ 19,546	$ 215,006
Residential/Commercial Property Tax Revenue[10]	$ 143,654	$ 1,580,194
Total Local Tax Revenue (Direct & Indirect)	**$ 286,129**	**$ 3,147,419**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 3,989,288	$ 43,882,168
Earnings to Output	$ 17,314,618	$ 190,460,798
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 31,394,865**	**$ 345,343,515**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 24	
Square Footage	256,000
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2043
Years in Study Period	**9**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 24	256,000	
Square Footage Per Employee[7]	3,005	
Direct Employment	85	**85**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 4,986,610	$ 44,879,490
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	78	78
Jobs Supported from Operations (Direct & Indirect)	**163**	**163**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 4,856,358	$ 43,707,222
Total Wages (Direct & Indirect)	**$ 9,842,968**	**$ 88,586,712**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 152,935	$ 1,376,415
Other Local Indirect Tax Revenue from Wages[6]	$ 24,317	$ 218,853
Residential/Commercial Property Tax Revenue[10]	$ 179,568	$ 1,616,112
Total Local Tax Revenue (Direct & Indirect)	**$ 356,820**	**$ 3,211,380**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 4,986,610	$ 44,879,490
Earnings to Output	$ 21,643,273	$ 194,789,457
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 39,243,583**	**$ 353,192,247**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 25	
Square Footage	145,600
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2043
Years in Study Period	**9**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 25	145,600	
Square Footage Per Employee[7]	3,005	
Direct Employment	48	**48**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 2,815,968	$ 25,343,712
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	44	44
Jobs Supported from Operations (Direct & Indirect)	**92**	**92**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 2,739,484	$ 24,655,356
Total Wages (Direct & Indirect)	**$ 5,555,452**	**$ 49,999,068**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 86,318	$ 776,862
Other Local Indirect Tax Revenue from Wages[6]	$ 13,725	$ 123,525
Residential/Commercial Property Tax Revenue[10]	$ 101,403	$ 912,627
Total Local Tax Revenue (Direct & Indirect)	**$ 201,446**	**$ 1,813,014**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 2,815,968	$ 25,343,712
Earnings to Output	$ 12,222,083	$ 109,998,747
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 22,161,081**	**$ 199,449,729**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Retail	At Full Operation			Total	Year 1	Year 2	Year 3	Year 4
					2027	2028	2029	2030
Percentage Complete	General Retail	Food/Beverage	Gas Station		0%	33.3%	33.3%	33.3%
Total Retail Square Footage*	41,750	41,750	6,500	90,000		30,000	30,000	30,000
Estimated Sales Per Square Foot[14]	$ 500	$ 1,000	$ 2,462					
Total Projected Annual Revenue	$ 20,875,000	$ 41,750,000	$ 16,003,000	$ 78,628,000	$ -	$ 26,183,124	$ 26,183,124	$ 26,183,124
Final Demand Output Multiplier[15]	1.5646	1.6348	1.6691					
Total Economic Impact	**$ 32,661,025**	**$ 68,252,900**	**$ 26,710,607**	**$ 127,624,532**	**$ -**	**$ 42,498,969**	**$ 42,498,969**	**$ 42,498,969**
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 516,656	$ 1,033,313	$ 220,041	$ 1,770,010	$ -	$ 589,413	$ 589,413	$ 589,413
Final Demand Employment Multiplier[16]	10.8109	11.6663	8.4816					
Total Employment - Direct & Indirect	**226**	**487**	**136**	**849**	**-**	**283**	**283**	**283**
Rutherford County Annual Average Wage[17]	$ 31,714	$ 24,214	$ 39,804					
Total Wages - Direct & Indirect	**$ 7,167,364**	**$ 11,792,218**	**$ 5,413,344**	**$ 24,372,926**	**$ -**	**$ 8,116,184**	**$ 8,116,184**	**$ 8,116,184**
Local Indiredct Sales Tax Revenue from Wages[5]	$ 111,363	$ 183,222	$ 84,110	$ 378,695	$ -	$ 126,105	$ 126,105	$ 126,105
Other Local Indirect Tax Revenue[6]	$ 17,707	$ 29,132	$ 13,373	$ 60,212	$ -	$ 20,051	$ 20,051	$ 20,051
Indirect Property Tax Revenue[10]	$ 359,660	$ 775,020	$ 216,433	$ 1,351,113	$ -	$ 449,921	$ 449,921	$ 449,921
Total Tax Revenue - from Operations & Wages	**$ 1,005,386**	**$ 2,020,687**	**$ 533,957**	**$ 3,560,030**	**$ -**	**$ 1,185,490**	**$ 1,185,490**	**$ 1,185,490**

**Projection provided by the developer.*
***Assumes 90% of sales are subject to the local option sales tax rate. Assumes 50% of Gas station sales are subject to sales tax.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Retail	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
	2031	2032	2033	2034	2035	2036	2037	2038
Percentage Complete	33.3%	66.7%	66.7%	100%	100%	100%	100%	100%
Total Retail Square Footage*	30,000	60,000	60,000	90,000	90,000	90,000	90,000	90,000
Estimated Sales Per Square Foot[14]								
Total Projected Annual Revenue	$ 26,183,124	$ 52,444,876	$ 52,444,876	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000
Final Demand Output Multiplier[15]								
Total Economic Impact	**$ 42,498,969**	**$ 85,125,563**	**$ 85,125,563**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 589,413	$ 1,180,597	$ 1,180,597	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010
Final Demand Employment Multiplier[16]								
Total Employment - Direct & Indirect	**283**	**566**	**566**	**849**	**849**	**849**	**849**	**849**
Rutherford County Annual Average Wage[17]								
Total Wages - Direct & Indirect	**$ 8,116,184**	**$ 16,256,742**	**$ 16,256,742**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**
Local Indiredct Sales Tax Revenue from Wages[5]	$ 126,105	$ 252,590	$ 252,590	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 378,695
Other Local Indirect Tax Revenue[6]	$ 20,051	$ 40,161	$ 40,161	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 60,212
Indirect Property Tax Revenue[10]	$ 449,921	$ 901,192	$ 901,192	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113
Total Tax Revenue - from Operations & Wages	**$ 1,185,490**	**$ 2,374,540**	**$ 2,374,540**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**

**Projection provided by the developer.*
***Assumes 90% of sales are subject to the local option sales tax rate. Assumes 50% of Gas station sales are subject to sales tax.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Retail	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	2039	2040	2041	2042	2043	2044	2045	2046
Percentage Complete	100%	100%	100%	100%	100%	100%	100%	100%
Total Retail Square Footage*	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000
Estimated Sales Per Square Foot[14]								
Total Projected Annual Revenue	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000
Final Demand Output Multiplier[15]								
Total Economic Impact	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010
Final Demand Employment Multiplier[16]								
Total Employment - Direct & Indirect	**849**	**849**	**849**	**849**	**849**	**849**	**849**	**849**
Rutherford County Annual Average Wage[17]								
Total Wages - Direct & Indirect	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**
Local Indiredct Sales Tax Revenue from Wages[5]	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 378,695
Other Local Indirect Tax Revenue[6]	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 60,212
Indirect Property Tax Revenue[10]	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113
Total Tax Revenue - from Operations & Wages	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**

**Projection provided by the developer.*
***Assumes 90% of sales are subject to the local option sales tax rate. Assumes 50% of Gas station sales are subject to sales tax.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Retail	Year 21	Year 22	Year 23	Year 24	Year 25	25-Year Total
	2047	2048	2049	2050	2051	
Percentage Complete	100%	100%	100%	100%	100%	
Total Retail Square Footage*	90,000	90,000	90,000	90,000	90,000	
Estimated Sales Per Square Foot[14]						
Total Projected Annual Revenue	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 1,624,926,248
Final Demand Output Multiplier[15]						
Total Economic Impact	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 2,637,488,578**
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 36,579,026
Final Demand Employment Multiplier[16]						
Total Employment - Direct & Indirect	**849**	**849**	**849**	**849**	**849**	**849**
Rutherford County Annual Average Wage[17]						
Total Wages - Direct & Indirect	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 503,690,888**
Local Indiredct Sales Tax Revenue from Wages[5]	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 7,826,110
Other Local Indirect Tax Revenue[6]	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 1,244,342
Indirect Property Tax Revenue[10]	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 27,922,102
Total Tax Revenue - from Operations & Wages	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 73,571,580**

**Projection provided by the developer.*
***Assumes 90% of sales are subject to the local option sales tax rate. Assumes 50% of Gas station sales are subject to sales tax.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Hotels	At Full Operation			Year 1	Year 2	Year 3	Year 4	Year 5
				2027	2028	2029	2030	2031
	Hotel 1	Hotel 2	Total					
Percentage Complete				0%	50%	50%	50%	50%
Total Estimated Rooms*	100	100	200	-	100	100	100	100
Annual Available Sleeping Nights	36,500	36,500	73,000	-	36,500	36,500	36,500	36,500
Occupancy Rate*	75.0%	75.0%						
Annual Rentals Nights	27,375	27,375	54,750	-	27,375	27,375	27,375	27,375
Projected Average Daily Rental Rate*	$ 165	$ 165						
Total Projected Annual Revenue	$ 4,516,875	$ 4,516,875	$ 9,033,750	$ -	$ 4,516,875	$ 4,516,875	$ 4,516,875	$ 4,516,875
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 111,793	$ 111,793	$ 223,586	$ -	$ 111,793	$ 111,793	$ 111,793	$ 111,793
Town of Smyrna Local Hotel Tax Generated from Operation (2.5%) (If Annexed	$ 101,630	$ 101,630	$ 203,260	$ -	$ 101,630	$ 101,630	$ 101,630	$ 101,630
Rutherford County Local Hotel Tax Generated from Operation (5%)	$ 203,259	$ 203,259	$ 406,518	$ -	$ 203,259	$ 203,259	$ 203,259	$ 203,259
Final Demand Output Multiplier[18]	1.5295	1.5295						
Total Economic Impact from Rental Revenue	**$ 6,908,560**	**$ 6,908,560**	**$ 13,817,120**	**$ -**	**$ 6,908,560**	**$ 6,908,560**	**$ 6,908,560**	**$ 6,908,560**
Final Demand Employment Multiplier[19]	7.7398	7.7398						
Total Employment - Direct & Indirect	**35**	**35**	**70**	-	35	35	35	35
Rutherford County Annual Average Wage[20]	$ 31,315	$ 31,315						
Total Wages - Direct & Indirect	**$ 1,096,025**	**$ 1,096,025**	**$ 2,192,050**	**$ -**	**$ 1,096,025**	**$ 1,096,025**	**$ 1,096,025**	**$ 1,096,025**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 17,029	$ 17,029	$ 34,058	$ -	$ 17,029	$ 17,029	$ 17,029	$ 17,029
Other Local Tax Revenue[6]	$ 2,708	$ 2,708	$ 5,416	$ -	$ 2,708	$ 2,708	$ 2,708	$ 2,708
Residential/Commercial Property Tax Revenue[10]	$ 73,940	$ 73,940	$ 147,880	$ -	$ 73,940	$ 73,940	$ 73,940	$ 73,940
Total Tax Revenue - from Operations & Wages (Direct & Indirect)	**$ 510,359**	**$ 510,359**	**$ 1,020,718**	**$ -**	**$ 510,359**	**$ 510,359**	**$ 510,359**	**$ 510,359**

**Projection provided by the developer.*
**Assumes 90% of all room rentals are subject to local tax.

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Hotels	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
	2032	2033	2034	2035	2036	2037	2038	2039
Percentage Complete	100%	100%	100%	100%	100%	100%	100%	100%
Total Estimated Rooms*	200	200	200	200	200	200	200	200
Annual Available Sleeping Nights	73,000	73,000	73,000	73,000	73,000	73,000	73,000	73,000
Occupancy Rate*								
Annual Rentals Nights	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750
Projected Average Daily Rental Rate*								
Total Projected Annual Revenue	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586
Town of Smyrna Local Hotel Tax Generated from Operation (2.5%) (If Annexed	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260
Rutherford County Local Hotel Tax Generated from Operation (5%)	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518
Final Demand Output Multiplier[18]								
Total Economic Impact from Rental Revenue	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**
Final Demand Employment Multiplier[19]								
Total Employment - Direct & Indirect	70	70	70	70	70	70	70	70
Rutherford County Annual Average Wage[20]								
Total Wages - Direct & Indirect	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**
Local Sales Tax Revenue from Wages[5] (Indirect)	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058
Other Local Tax Revenue[6]	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416
Residential/Commercial Property Tax Revenue[10]	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880
Total Tax Revenue - from Operations & Wages (Direct & Indirect)	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**

**Projection provided by the developer.*
**Assumes 90% of all room rentals are subject to local tax.

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Hotels	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21
	2040	2041	2042	2043	2044	2045	2046	2047
Percentage Complete	100%	100%	100%	100%	100%	100%	100%	100%
Total Estimated Rooms*	200	200	200	200	200	200	200	200
Annual Available Sleeping Nights	73,000	73,000	73,000	73,000	73,000	73,000	73,000	73,000
Occupancy Rate*								
Annual Rentals Nights	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750
Projected Average Daily Rental Rate*								
Total Projected Annual Revenue	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586
Town of Smyrna Local Hotel Tax Generated from Operation (2.5%) (If Annexed	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260
Rutherford County Local Hotel Tax Generated from Operation (5%)	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518
Final Demand Output Multiplier[18]								
Total Economic Impact from Rental Revenue	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**
Final Demand Employment Multiplier[19]								
Total Employment - Direct & Indirect	70	70	70	70	70	70	70	70
Rutherford County Annual Average Wage[20]								
Total Wages - Direct & Indirect	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058
Other Local Tax Revenue[6]	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416
Residential/Commercial Property Tax Revenue[10]	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880
Total Tax Revenue - from Operations & Wages (Direct & Indirect)	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**

**Projection provided by the developer.*
**Assumes 90% of all room rentals are subject to local tax.

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Hotels	Year 22	Year 23	Year 24	Year 25	25-Year Total
	2048	2049	2050	2051	
Percentage Complete	100%	100%	100%	100%	
Total Estimated Rooms*	200	200	200	200	
Annual Available Sleeping Nights	73,000	73,000	73,000	73,000	
Occupancy Rate*					
Annual Rentals Nights	54,750	54,750	54,750	54,750	
Projected Average Daily Rental Rate*					
Total Projected Annual Revenue	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 198,742,500
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 4,918,892
Town of Smyrna Local Hotel Tax Generated from Operation (2.5%) (If Annexed	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 4,471,720
Rutherford County Local Hotel Tax Generated from Operation (5%)	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 8,943,396
Final Demand Output Multiplier[18]					
Total Economic Impact from Rental Revenue	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 303,976,640**
Final Demand Employment Multiplier[19]					
Total Employment - Direct & Indirect	70	70	70	70	70
Rutherford County Annual Average Wage[20]					
Total Wages - Direct & Indirect	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 48,225,100**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 749,276
Other Local Tax Revenue[6]	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 119,152
Residential/Commercial Property Tax Revenue[10]	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 3,253,360
Total Tax Revenue - from Operations & Wages (Direct & Indirect)	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 22,455,796**

**Projection provided by the developer.*
**Assumes 90% of all room rentals are subject to local tax.

Town of Smyrna, Rutherford County, TN
Real Property Tax Projections

Rutherford County Tax Schedule

Real Property - Industrial								
Rutherford County Tax Rate: $1.8762	Projected Appraised Value*	Projected New Tax	General ($0.7160)	Ambulance ($0.0690)	Highway ($0.0072)	General Purpose School ($0.5727)	Education Capital Projects ($0.1140)	General Debt Service ($0.3973)
Current Property Tax Projection**	$ 4,021,300	$ 18,862	$ 7,198	$ 694	$ 72	$ 5,757	$ 1,146	$ 3,994
Year 1 - 2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 2 - 2028	$ 22,091,680	$ 165,794	$ 63,271	$ 6,097	$ 636	$ 50,608	$ 10,074	$ 35,108
Year 3 - 2029	$ 22,091,680	$ 165,794	$ 63,271	$ 6,097	$ 636	$ 50,608	$ 10,074	$ 35,108
Year 4 - 2030	$ 44,201,600	$ 331,724	$ 126,593	$ 12,200	$ 1,273	$ 101,257	$ 20,156	$ 70,245
Year 5 - 2031	$ 44,201,600	$ 331,724	$ 126,593	$ 12,200	$ 1,273	$ 101,257	$ 20,156	$ 70,245
Year 6 - 2032	$ 74,248,960	$ 557,224	$ 212,649	$ 20,493	$ 2,138	$ 170,090	$ 33,858	$ 117,996
Year 7 - 2033	$ 106,670,560	$ 800,541	$ 305,504	$ 29,441	$ 3,072	$ 244,361	$ 48,642	$ 169,521
Year 8 - 2034	$ 106,670,560	$ 800,541	$ 305,504	$ 29,441	$ 3,072	$ 244,361	$ 48,642	$ 169,521
Year 9 - 2035	$ 169,744,480	$ 1,273,898	$ 486,148	$ 46,849	$ 4,889	$ 388,851	$ 77,403	$ 269,758
Year 10 - 2036	$ 169,744,480	$ 1,273,898	$ 486,148	$ 46,849	$ 4,889	$ 388,851	$ 77,403	$ 269,758
Year 11 - 2037	$ 213,447,520	$ 1,601,881	$ 611,314	$ 58,912	$ 6,147	$ 488,966	$ 97,332	$ 339,211
Year 12 - 2038	$ 213,447,520	$ 1,601,881	$ 611,314	$ 58,912	$ 6,147	$ 488,966	$ 97,332	$ 339,211
Year 13 - 2039	$ 264,036,160	$ 1,981,539	$ 756,200	$ 72,874	$ 7,604	$ 604,854	$ 120,400	$ 419,606
Year 14 - 2040	$ 264,036,160	$ 1,981,539	$ 756,200	$ 72,874	$ 7,604	$ 604,854	$ 120,400	$ 419,606
Year 15 - 2041	$ 276,250,880	$ 2,073,208	$ 791,183	$ 76,245	$ 7,956	$ 632,836	$ 125,970	$ 439,018
Year 16 - 2042	$ 276,250,880	$ 2,073,208	$ 791,183	$ 76,245	$ 7,956	$ 632,836	$ 125,970	$ 439,018
Year 17 - 2043	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 18 - 2044	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 19 - 2045	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 20 - 2046	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 21 - 2047	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 22 - 2048	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 23 - 2049	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 24 - 2050	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 25 - 2051	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Total		**$ 36,704,027**	**$ 14,007,076**	**$ 1,349,842**	**$ 140,856**	**$ 11,203,711**	**$ 2,230,173**	**$ 7,772,360**

Town of Smyrna Tax Schedule

Real Property - Industrial		
Town of Smyrna Tax Rate: $.5257	Projected Appraised Value*	Projected New Tax - If Annexed
Current Property Tax Projection**	$ 4,021,300	$ -
Year 1 - 2027	$ -	$ -
Year 2 - 2028	$ 22,091,680	$ 46,454
Year 3 - 2029	$ 22,091,680	$ 46,454
Year 4 - 2030	$ 44,201,600	$ 92,947
Year 5 - 2031	$ 44,201,600	$ 92,947
Year 6 - 2032	$ 74,248,960	$ 156,131
Year 7 - 2033	$ 106,670,560	$ 224,307
Year 8 - 2034	$ 106,670,560	$ 224,307
Year 9 - 2035	$ 169,744,480	$ 356,939
Year 10 - 2036	$ 169,744,480	$ 356,939
Year 11 - 2037	$ 213,447,520	$ 448,837
Year 12 - 2038	$ 213,447,520	$ 448,837
Year 13 - 2039	$ 264,036,160	$ 555,215
Year 14 - 2040	$ 264,036,160	$ 555,215
Year 15 - 2041	$ 268,504,960	$ 564,612
Year 16 - 2042	$ 268,504,960	$ 564,612
Year 17 - 2043	$ 274,378,240	$ 576,963
Year 18 - 2044	$ 274,378,240	$ 576,963
Year 19 - 2045	$ 274,378,240	$ 576,963
Year 20 - 2046***	$ 274,378,240	$ 576,963
Year 21 - 2047	$ 274,378,240	$ 576,963
Year 22 - 2048	$ 274,378,240	$ 576,963
Year 23 - 2049	$ 274,378,240	$ 576,963
Year 24 - 2050	$ 274,378,240	$ 576,963
Year 25 - 2051	$ 274,378,240	$ 576,963
Total		**$ 9,927,420**

**Based on comparable average values per square foot of exisiting warehouses in Rutherford County .*

***Based on the current tax rate and the current appraised value of the real property included in the project site.*

****Buildings 19 and 25 will not be annexed into the Town of Smyrna, therefore, their values are exluded from the city tax schedule noted in the year that they hit the tax rolls for the County.*

Town of Smyrna, Rutherford County, TN
Real Property Tax Projections

Rutherford County Tax Schedule

Real Property - Retail								
Rutherford County Tax Rate: $1.8762	Projected Appraised Value*	Projected New Tax	General ($0.7160)	Ambulance ($0.0690)	Highway ($0.0072)	General Purpose School ($0.5727)	Education Capital Projects ($0.1140)	General Debt Service ($0.3973)
Current Property Tax Projection**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 1 - 2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 2 - 2028	$ 24,000,000	$ 180,115	$ 68,736	$ 6,624	$ 691	$ 54,979	$ 10,944	$ 38,141
Year 3 - 2029	$ 24,000,000	$ 180,115	$ 68,736	$ 6,624	$ 691	$ 54,979	$ 10,944	$ 38,141
Year 4 - 2030	$ 24,000,000	$ 180,115	$ 68,736	$ 6,624	$ 691	$ 54,979	$ 10,944	$ 38,141
Year 5 - 2031	$ 24,000,000	$ 180,115	$ 68,736	$ 6,624	$ 691	$ 54,979	$ 10,944	$ 38,141
Year 6 - 2032	$ 48,000,000	$ 360,230	$ 137,472	$ 13,248	$ 1,382	$ 109,958	$ 21,888	$ 76,282
Year 7 - 2033	$ 48,000,000	$ 360,230	$ 137,472	$ 13,248	$ 1,382	$ 109,958	$ 21,888	$ 76,282
Year 8 - 2034	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 9 - 2035	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 10 - 2036	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 11 - 2037	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 12 - 2038	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 13 - 2039	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 14 - 2040	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 15 - 2041	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 16 - 2042	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 17 - 2043	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 18 - 2044	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 19 - 2045	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 20 - 2046	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 21 - 2047	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 22 - 2048	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 23 - 2049	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 24 - 2050	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 25 - 2051	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Total		**$ 9,140,852**	**$ 3,488,352**	**$ 336,168**	**$ 35,084**	**$ 2,790,200**	**$ 555,408**	**$ 1,935,640**

Town of Smyrna Tax Schedule

Real Property - Retail		
Town of Smyrna Tax Rate: $0.5257	Projected Appraised Value*	Projected New Tax - If Annexed
Current Property Tax Projection**	$ -	$ -
Year 1 - 2027	$ -	$ -
Year 2 - 2028	$ 24,000,000	$ 50,467
Year 3 - 2029	$ 24,000,000	$ 50,467
Year 4 - 2030	$ 24,000,000	$ 50,467
Year 5 - 2031	$ 24,000,000	$ 50,467
Year 6 - 2032	$ 48,000,000	$ 100,934
Year 7 - 2033	$ 48,000,000	$ 100,934
Year 8 - 2034	$ 57,000,000	$ 119,860
Year 9 - 2035	$ 57,000,000	$ 119,860
Year 10 - 2036	$ 57,000,000	$ 119,860
Year 11 - 2037	$ 57,000,000	$ 119,860
Year 12 - 2038	$ 57,000,000	$ 119,860
Year 13 - 2039	$ 57,000,000	$ 119,860
Year 14 - 2040	$ 57,000,000	$ 119,860
Year 15 - 2041	$ 57,000,000	$ 119,860
Year 16 - 2042	$ 57,000,000	$ 119,860
Year 17 - 2043	$ 57,000,000	$ 119,860
Year 18 - 2044	$ 57,000,000	$ 119,860
Year 19 - 2045	$ 57,000,000	$ 119,860
Year 20 - 2046	$ 57,000,000	$ 119,860
Year 21 - 2047	$ 57,000,000	$ 119,860
Year 22 - 2048	$ 57,000,000	$ 119,860
Year 23 - 2049	$ 57,000,000	$ 119,860
Year 24 - 2050	$ 57,000,000	$ 119,860
Year 25 - 2051	$ 57,000,000	$ 119,860
Total		**$ 2,561,216**

**Estimated appraised value of retail development is based on $300 per square foot and $15 million per hotel.*

***Base tax included in industrial real property tax table.*

Notes for **Fall Creek Commerce Center** Analysis – Rutherford County:

1. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Rutherford County, Tennessee for Construction. This multiplier represents the total dollar change in output that occurs in all industries for each additional dollar of output delivered by the specified industry.

2. Rutherford County sales tax rate of 2.75% applied to the real property improvements to determine direct sales tax from construction. Assumes that 40% of the capital investment would be subject to sales tax.

3. U.S. Bureau of Economic Analysis RIMS II final demand employment multiplier for Rutherford County, Tennessee for Construction. This multiplier represents the number of jobs supported per million dollars of output from the specified industry.

4. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for all industry sectors in Rutherford County, 2023. Assumes an average wage increase of 1.5% for 2024 and 2025.

5. U.S. Department of Labor, "Consumer Expenditure Survey, Southern US" 2023; factor applied to direct and indirect wages to determine the rate of indirect or "downstream" expenditures on sales taxable goods and services at the Rutherford County local option rate of 2.75%.

6. Based upon July 2023 - June 2024 collections of business, motor vehicle and other local taxes compared to sales tax for Rutherford County.

7. Based upon 2021 DOE Commercial Building Usage Survey for Warehouse and Distribution median square footage per employee.

8. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for the specified industry in Rutherford County, 2023. Assumes an average wage increase of 1.5% for 2024 and 2025.

9. U.S. Bureau of Economic Analysis RIMS II direct effect employment multiplier for Rutherford County, for truck transportation and warehousing. This multiplier represents the total change in the number of jobs supported in all industries for each additional job created by the specified industry.

10. Indirect property tax for Rutherford County is based on the new direct jobs created by the tenants of the development. For this calculation, it is assumed that 75% of the direct jobs reside in Rutherford County and represent one household per job. The 2025 median home value is utilized as a proxy for residential property value, to determine property tax generated per job. The residential assessment rate of 25% is utilized for all residences, including those in multifamily buildings assessed at 40%, and a Rutherford County and Town of Smyrna tax rate of $2.4019 per $100 of assessed value is used to project the annual tax per job. The property tax from new or expanded commercial property that is generated indirectly from economic activity associated with the jobs supported by the company is not projected.

11. U.S. Bureau of Economic Analysis RIMS II final demand aggregate earnings multiplier for Rutherford County, Tennessee for truck transportation and warehousing. This multiplier represents the total dollar change in earnings of households employed by all industries for each additional dollar of output delivered by the specified industry.

12. U.S. Bureau of Economic Analysis RIMS II direct effect aggregate earnings multiplier for Rutherford County, Tennessee for truck transportation and warehousing. This multiplier represents the total dollar change in earnings of households employed by all industries for each additional dollar of earnings paid directly to households employed by the specified industry.

13. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Rutherford County, Tennessee for truck transportation and warehousing.

14. Average sales per square foot are based on Sales Per Square Foot Report as published by BizMiner 2019-2020 for the specified industries.

15. U.S. Bureau of Economic Analysis, RIMS II final-demand output multiplier for Rutherford County, Tennessee for the specified industries – general merchandise stores, food services and drinking places, and gasoline stations.

16. U.S. Bureau of Economic Analysis, RIMS II final demand employment multiplier for the specified industries – general merchandise stores, food services and drinking places, and gasoline stations for Rutherford County, Tennessee.

17. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for the specified industry in Rutherford County, 2023. Assumes an average wage increase of 1.5% for 2024 and 2025.

18. U.S. Bureau of Economic Analysis, RIMS II final-demand aggregate output multiplier for Rutherford County, Tennessee for accommodations.

19. U.S. Bureau of Economic Analysis, RIMS II aggregate final demand employment multiplier for accommodations for Rutherford County, Tennessee.

20. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for the specified industry in Rutherford County, 2023. Assumes an average wage increase of 1.5% for 2024 and 2025.

Note: All calculations are in constant 2025 dollars. No changes in tax rates are assumed.
The 2017/2022 RIMS II multipliers are utilized for this analysis.

FALL CREEK COMMERCE CENTER - ECONOMIC IMPACT PROJECTIONS

Projected Industrial Buildout	Projected Retail & Hotel Buildout	Annual Smyrna Property Tax	50% of Direct Sales Tax from Retail & Hotel	Smyrna Hotel Tax	25% of Indirect Tax from Construction and Operations	Impact Fees	Revenue Total		Plan of Services	Notes		SMYRNA ANNUAL ROI	SMYRNA ROLLING ROI
WESTERN PARCEL													
Year 0 - 2026		$ 1,163	$ -	$ -	$ -	$ -	$ 1,163		$ 471,973	1		$ (470,810)	$ (470,810)
Year 1 - 2027		$ 1,163	$ -	$ -	$ 191,555	$ -	$ 192,718		$ 36,973	2		$ 155,745	$ (315,065)
Year 2 - 2028 (Bldg 7+8)	1 hotel + 30,000 sf retail	$ 96,921	$ 350,603	$ 101,630	$ 817,768	$ 1,113,958	$ 2,480,880		$ 761,973	3		$ 1,718,907	$ 1,403,842
Year 3 - 2029		$ 96,921	$ 350,603	$ 101,630	$ 542,031	$ -	$ 1,091,185		$ 411,973	4		$ 679,212	$ 2,083,054
Year 4 - 2030 (Bldg 5+6)		$ 143,414	$ 350,603	$ 101,630	$ 743,406	$ 585,331	$ 1,924,384		$ 411,973			$ 1,512,411	$ 3,595,464
Year 5 - 2031		$ 143,414	$ 350,603	$ 101,630	$ 919,380	$ -	$ 1,515,027		$ 411,973			$ 1,103,054	$ 4,698,518
Year 6 - 2032 (Bldg 1-4)	1 hotel + 30,000 sf retail	$ 257,065	$ 702,092	$ 203,260	$ 1,192,805	$ 1,324,574	$ 3,679,795		$ 411,973			$ 3,267,822	$ 7,966,340
EASTERN PARCEL													
Year 7 - 2033 (Bldg 9+10)		$ 325,241	$ 702,092	$ 203,260	$ 1,532,811	$ 858,319	$ 3,621,722		$ 1,136,973	5		$ 2,484,749	$ 10,451,090
Year 8 - 2034	+30,000 sf retail	$ 344,167	$ 966,798	$ 203,260	$ 1,717,304	$ 176,370	$ 3,407,899		$ 786,973	6		$ 2,620,926	$ 13,072,016
Year 9 - 2035 (Bldg 11+12)		$ 476,799	$ 996,798	$ 203,260	$ 2,326,954	$ 1,669,799	$ 5,673,610		$ 786,973			$ 4,886,637	$ 17,958,653
Year 10 - 2036		$ 476,799	$ 996,798	$ 203,260	$ 2,449,442	$ -	$ 4,126,299		$ 786,973			$ 3,339,326	$ 21,297,979
Year 11 - 2037 (Bldg 14+15)		$ 568,697	$ 996,798	$ 203,260	$ 2,773,117	$ 1,156,980	$ 5,698,852		$ 19,786,973	7		$ (14,088,121)	$ 7,209,858
Year 12 - 2038		$ 568,697	$ 996,798	$ 203,260	$ 2,629,845	$ -	$ 4,398,600		$ 1,786,973	8		$ 2,611,627	$ 9,821,485
Year 13 - 2039 (Bldg 16+17)		$ 675,075	$ 996,798	$ 203,260	$ 3,315,215	$ 1,339,268	$ 6,529,616		$ 1,786,973			$ 4,742,643	$ 14,564,128
Year 14 - 2040		$ 675,075	$ 996,798	$ 203,260	$ 3,090,744	$ -	$ 4,965,877		$ 1,786,973			$ 3,178,904	$ 17,743,032
Year 15 - 2041 (Bldg 18)		$ 684,472	$ 996,798	$ 203,260	$ 3,204,095	$ 118,306	$ 5,206,930		$ 1,786,973			$ 3,419,957	$ 21,162,989
Year 16 - 2042		$ 684,472	$ 996,798	$ 203,260	$ 3,281,968	$ -	$ 5,166,498		$ 1,786,973			$ 3,379,525	$ 24,542,515
Year 17 - 2043 (Bldg 24)		$ 696,823	$ 996,798	$ 203,260	$ 3,176,279	$ 257,536	$ 5,330,696		$ 1,786,973			$ 3,543,723	$ 28,086,238
Notes:													
1	Plan of Services = $435,000 easement cost + $19,213 annualized road maintenance + $17,760 annualized street lighting												
2	Plan of Services = $19,213 annualized road maintenance + $17,760 annualized street lighting												
3	Plan of Services = $19,213 annualized road maintenance + $17,760 annualized street lighting + 50% of $1,450,000 police staff/equipment												
4	Plan of Services = $19,213 annualized road maintenance + $17,760 annualized street lighting + 50% of $750,000 police staff												
5	Plan of Services = $19,213 annualized road maintenance + $17,760 annualized street lighting + 50% of $700,000 police equipment + 100% of $750,000 police staff												
6	Plan of Services = $19,213 annualized road maintenance + $17,760 annualized street lighting + 100% of $750,000 police staff												
7	Plan of Services = same as Note #6 + 100% of $15,000,000 fire station/$1,000,000 fire staff/$3,000,000 fire equipment												

AGREEMENT BETWEEN THE TOWN OF SMYRNA, TENNESSEE, CONSOLIDATED UTILITY DISTRICT AND INDUSTRIAL VI ENTERPRISES, LLC

This Agreement (the "**Agreement**") is made and entered into this ___ day of __, 2025 by and among the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "**Town**"), Consolidated Utility District of Rutherford County, Tennessee, a utility district organized under the laws of the State of Tennessee ("**CUD**"), and Industrial VI Enterprises, LLC, a Delaware limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, Developer is proposing to develop certain property located at Tax Map 011, Parcels 005.00 and 006.00 (collectively, the "**Property**"), which is generally north of Fall Creek and south of Bill France Boulevard in Rutherford County, Tennessee (the "**County**"), into a commercial/industrial subdivision (the "**Project**"), requiring installation of new natural gas main, sanitary sewer main with appropriate lift stations, and upgrades to existing water utility lines; and

WHEREAS, the Town is the natural gas and sanitary sewer provider to the Property and commits to provide sewer service and natural gas service to the Project, conditional upon the infrastructure improvements outlined herein; and

WHEREAS, CUD is the water utility provider to the Property and commits to provide water service to the Project, conditional upon the infrastructure improvements outlined herein; and

WHEREAS, the Town, CUD, and Developer have reached agreements for improvements to the natural gas, sanitary sewer, and water utility systems necessary for the Project; and

WHEREAS, Developer agrees to fund and construct the necessary sanitary sewer force main transmission line, wet well, pumping station, and related appurtenances to connect the Project to the Town's existing sanitary sewer collection line (the "**Sewer Improvements**") and natural gas high pressure and low-pressure mains and regulator station (the "**Gas Improvements**"); and

WHEREAS, CUD is the water utility provider to the Property and has agreed to install and partially fund and install certain improvements necessary for the Project (the "**Water Improvements**," collectively with the Sewer Improvements and the Gas Improvements, the "**Utility Improvements**"); and

WHEREAS, a detailed description and general depiction of the Utility Improvements is attached as **Exhibit A**; and

WHEREAS, Developer has submitted a written request for annexation into the Town's municipal jurisdiction of the contiguous tracts of land included within the Project that collectively abut Mona Road, depicted on **Exhibit A** as the "**Western Parcels**"; and

WHEREAS, the parties acknowledge that Developer's performance under this Agreement requires a determination of financial feasibility due to the significant capital expenditures to made by Developer to construct the Utility Improvements of the Eastern Parcels (as defined below); and

WHEREAS, the purpose of this Agreement is to accomplish the development and conveyance of the Utility Improvements pursuant to certain intergovernmental agreements to be entered into by and between the Town and the County and pursuant to the terms herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town, CUD, and Developer agree as follows:

1. **Incorporation of Recitals and Exhibits.** The above recitals, along with all exhibits attached hereto, are incorporated by reference into this Agreement.

2. **Conditions Precedent to Parties' Obligations**. As conditions precedent to any obligation of Developer and the Town under this Agreement, all of the following must first occur unless satisfied or waived by Developer, in Developer's sole discretion:

(a) Execution of a certain Intergovernmental Agreement by and between the Town and the County containing the County's consent to the Town and CUD, as applicable, exercising eminent domain over portions of real property owned and located in the County, as generally depicted on **Exhibit B**, for the purpose of acquiring easements for the public improvements necessary for the Project.

(b) Approval of the plans and specifications of the Utility Improvements by all applicable Town Departments for Sewer/Gas and County Departments if waterlines traverse unincorporated areas, pursuant to **Section 3** and **Section 6** of this Agreement.

(c) Receipt of (i) all necessary approvals and permits issued by the Town, the County and the State required for construction of the Utility Improvements and (ii) all necessary approvals and permits issued by the County and the State for construction of the Project.

(d) Obtaining a written agreement signed by the current owner(s) of the Western Parcels (collectively, "**Current Owner**"), in form approved by the Town Attorney, requiring Current Owner or Current Owner's successors and assigns, as applicable, to consent to deannexation of the Western Parcels in the event Developer fails to purchase the Western Parcels within twelve (12) months following annexation or such later date as agreed to in writing by the Town. Notwithstanding anything to the contrary herein, the requirements in this **Section 2(e)** shall not be waived by Developer, unless agreed to in writing by Developer and the Town.

3. **Utility Improvement Design Responsibility**. Developer will be responsible for the hiring of a qualified civil engineering consultant licensed in the State of Tennessee (the "**State**") for the purpose of designing all Utility Improvements. Plans and specifications for the Utility Improvements conforming to the applicable provisions of Town's subdivision regulations, storm water ordinance, the Smyrna Municipal Code (the "**Code**"), the Town's sanitary sewer and natural gas construction specifications for sewer and gas design, CUD's water construction specifications for water design as well as any other applicable adopted policies related to development in the Town or with any applicable federal, state, county and local laws, regulations and/or guidelines (collectively, the "**Utility Improvement Regulations**"), shall be prepared by Developer's consultants. The scope of work shall include, without limitation, the design of said Utility Improvements.

(a) Design of the Sewer and Gas Improvements shall include engineering reports, preliminary surveys, roadway, storm water drainage, sewer line plans, sewer line profiles, detail sheets, gas line plans and profiles, project specifications, hydraulic calculations, preparation of cost estimates, and any required support data. Developer shall coordinate all design with the Town and submit the design for review and approval to the Town. The Town shall with due speed and in good faith endeavor to review and approve the design of the sewer and gas improvements within two (2) weeks following submittal by the Developer, such approval to not be unreasonably withheld. Developer shall, upon final approval of the Town Utilities Department, submit to the Town Utilities Department electronic engineer-stamped copy of plans and calculations of Sewer Improvements which the Town Utilities Department shall forward

to the appropriate State agency for approval. All applicable fees shall be the responsibility of the Developer. All Sewer and Gas Improvements will be designed and completed in compliance with applicable provisions of the Utility Improvement Regulations. All permits from other governmental agencies and utilities are the responsibility of Developer.

(b) Design of the Water Improvements shall include engineering reports, preliminary surveys, water line plans, water line profiles, detail sheets, project specifications, hydraulic calculations, preparation of cost estimates, and any required support data. Developer shall coordinate all design with CUD, and submit the design for review and approval to CUD. CUD shall review and approve the design of the Water Improvements no later than thirty (30) days following submittal by the Developer, such approval to not be unreasonably withheld. Developer shall, upon final approval of the CUD Engineering Department, submit to CUD an electronic engineer-stamped copy of plans and calculations of the Water Improvements which CUD shall forward to the appropriate State agency for approval. All applicable fees shall be the responsibility of the Developer. All Water Improvements will be designed and completed in compliance with applicable provisions of the Utility Improvement Regulations. All permits from other governmental agencies and utilities are the responsibility of Developer.

4. **Cost Allocation of Utility Improvements**.

(a) Developer shall fund one hundred percent (100%) of engineering, design, permitting, and construction administration costs for the Sewer Improvements and Gas Improvements.

(b) Developer shall fund one hundred percent (100%) of the engineering and design costs of the Water Improvements. Pursuant to the Will Serve Letter, dated July 31, 2025, from CUD to Developer, Developer shall fund ninety percent (90%) of the water storage tank, eighty-five percent (85%) of the water pump station, and ninety percent (90%) of the water mains as all required portions of the Water Improvements.

(c) All responsibilities for acquisition and negotiation of easements required for the Utility Improvements, financial or otherwise, will be borne by the Town and CUD, as applicable, for their respective easements, provided that Developer shall be responsible for surveying of the easement areas and will provide legal descriptions to the Town and CUD, as applicable, for the easements.

5. **Coordination and Construction.**

(a) Developer shall be responsible for procurement of materials, construction and installation of the Sewer Improvements and the Gas Improvements, with the Town retaining rights to inspect bids relevant to sewer and gas utility scope.

(b) Developer shall be responsible for procurement of materials, construction and installation of the Water Improvements, with CUD retaining rights to inspect bids relevant to the water utility scope.

(c) Developer, the Town and CUD shall, to the greatest extent possible and practical, adjust the alignment of the respective utility pipelines to share a forty (40) foot wide public utility easement, as depicted on **Exhibit A**, and provide clearance between the utility pipelines that is acceptable to both the Town and CUD.

(d) Developer, the Town and CUD each acknowledge that, for a portion of the overall alignment, the gas and sanitary sewer may be on one side of the road and the water main on the opposite side of the road. In that situation, the Town and CUD will determine the width of their respective easement(s) and the terms and conditions of said easement(s) for their respective purposes.

(e) When the Town and CUD are expected to share the same public utility easement, the terms and conditions of the public utility easement document will be revised as needed to make them acceptable to both the Town and CUD.

(f) The Town and CUD will coordinate and collaborate regarding easement acquisition by jointly meeting with the applicable property owner(s), as needed, and utilize the same appraisal of each property to determine the value of the shared easement.

(g) The Town shall be responsible for 67% of easement acquisition and negotiation costs pertaining to any easement that contains natural gas, sanitary sewer and water line facilities. CUD shall be responsible for 33% of easement acquisition and negotiation costs pertaining to any easement that contains natural gas, sanitary sewer and water line facilities.

(h) The Town shall be responsible for 100% of the easement acquisition and negotiation costs pertaining to any easement that contains only natural gas and sanitary sewer facilities. CUD shall be responsible for 100% of the easement acquisition and negotiation costs pertaining to any easement that contains only water line facilities.

(i) The Town shall be responsible for 100% of construction inspection costs of the Gas Improvements and the Sewer improvements, and CUD shall be responsible for 100% of construction inspection costs of the Water Improvements.

(j) The Town, CUD and Developer shall cooperate to accomplish any easement acquisitions and permit procurement that are required for construction of the Utility Improvements. Developer shall provide the Town and CUD, as applicable, with necessary legal descriptions for easement documents. Any necessary final easement documents shall be prepared by Developer from easement descriptions provided by Developer and shall be approved as to form by the Town Attorney and CUD legal counsel.

(k) The Town and CUD agree to, if necessary, exercise its respective rights of eminent domain and condemn a portion of Tax Map 011, Parcel 017.00 (the "**Intervening Parcel**"), as well as certain property along path of the proposed Utility Improvements, as applicable, as each is generally described and depicted on **Exhibit B** (the precise locations of which will be finalized in connection with design approvals pursuant to **Section 6**), in order for a portion of the Utility Improvements to be installed thereon. In the event a court of competent jurisdiction fails to grant the Town and/or CUD as applicable, an easement through the "Intervening Parcel", the Developer shall redesign the route and be responsible for the route agreed upon by both the Town and the Developer, excluding acquisition costs.

6. **Plan Approvals for Utility Improvements and Stormwater Controls**.

(a) Developer's engineering consultant shall provide survey layout of the Utility Improvements, including, but not limited to, roadway, storm water drainage components, water and sewer lines, which includes the field location of an appropriate benchmark(s), location of roadway layouts, drainage structures, sewer manholes, preparation of sewer line cut sheets and water line location alignments. The Town Utilities Department shall approve the plans for the Sewer and Gas Improvements, including, but not limited to, sewer cut sheets and line locations prior to construction beginning. The Town Public Works Department and Town Engineer of Record shall approve any necessary roadway plans and storm water drainage plans and calculations for the Sewer and Gas Utility Improvements prior to beginning construction. CUD shall approve plans for the Water Improvements, including, but not limited to, water cut sheets and line locations prior to construction beginning.

(b) Developer shall provide the Town and CUD detailed site plans, road plans and profiles, storm drains, sediment control measures and detention plans, including dry detention, and other utilities including water, gas and sewer included in the Utility Improvements. Developer shall obtain approval from the applicable Town Departments and/or CUD prior to any changes to the plans after submittal for water, sewer, roadway and storm water design, and any field changes which would affect the approved design. Developer shall coordinate site plans, road plans and profiles, storm drains, sediment control measures and detention plans, including dry detention with water and sewer mains and laterals to avoid conflicts during construction of the Utility Improvements.

(c) Tap Fee Credits for Oversized Infrastructure. In the event the Town determines that utility infrastructure serving the Project must be sized larger than what would otherwise be required to adequately serve the Project alone in order to provide capacity for future development within the broader service basin, Developer shall be entitled to tap fee credits as follows:

(i) Determination of Required Sizing. The Town's Director of Utilities, or his designee, in consultation with Developer's engineering consultant, shall determine (a) the minimum pipe sizes and related infrastructure capacity required to adequately serve the anticipated utility demands of the Project ("**Project-Required Size**"), and (b) the pipe sizes and infrastructure capacity that the Town requires Developer to install to serve the broader basin or to meet the Town's utility system planning requirements ("**Town-Required Size**").

(ii) Credit Calculation. If the Town-Required Size exceeds the Project-Required Size for any portion of the Utility Improvements, Developer shall receive tap fee credits equal to the incremental cost difference between installing infrastructure at the Project-Required Size versus the Town-Required Size, as documented by Developer's contractor pricing and verified by the Town.

(iii) Credit Application. Such credits shall be applied against tap fees assessed by the Town for connections within the Project, and any unused credits may be transferred to subsequent phases of development by Developer or its affiliates within the same service area, subject to the Town's standard policies regarding tap fee credit transfers.

(iv) Documentation. All sizing determinations and cost calculations shall be documented in writing and agreed upon by both the Town and Developer prior to commencement of construction of the applicable infrastructure.

7. **Financial Surety**.

(a) If Developer wishes the final plat executed prior to the completion of all Utility Improvements for the Project, in order to secure the performance of Developer's obligations under this Agreement and the Utility Improvement Regulations, Developer shall provide security in the form of an irrevocable letter of credit or cash deposit to the Town for the Sewer Improvements and the Gas Improvements (collectively, the "**Town Financial Surety**"). The Town Financial Surety amount shall be based on the percentage of the Sewer Improvements and Gas Improvements remaining to be completed, tested and accepted by the Town, in accordance with the inspector's project quantity records. The Town Financial Surety shall remain in force through the completion of the work and shall extend for a period of twelve (12) months after the completion of the work and preliminary acceptance by the respective Town Departments, except that the Town may release a portion of the Town Financial Surety during the twelve (12) month maintenance warranty period which shall commence at the time the Town gives written acceptance by the director of the appropriate Town Department of the improvements as being complete according to the plans and in conformity with the Utility Improvement Regulations; provided however, that the portion of the Town Financial Surety retained for such warranty period shall in no event be less

than twenty-five percent (25%) of the original amount of the Town Financial Surety or $10,000, whichever is higher. The Town Planner is authorized to reduce the amount of the Town Financial Surety below the aforementioned minimum in the Town Planner's sole discretion on items of little value.

Actual construction costs, as submitted to Developer from Developer's contractor, and any Town cost shall be used to establish the construction cost portion of the letter of credit or cash required by the Town's subdivision regulations or the Code. In the event the Sewer Improvements and the Gas Improvements have not been completed in the period of time beyond the original twelve (12) month letter of credit or cash bond, Developer understands and acquiesces that construction costs for labor and materials may increase over time and the Town may require an increase of value within the bond or letter of credit. Developer acknowledges and accepts the Town's right to recalculate the amount of financial surety required after the initial twelve (12) month period has expired and to provide the additional surety if required. Furthermore, in the event Developer fails to install the Sewer Improvements and the Gas Improvements, either to completion or satisfactorily, the Town shall be reimbursed by Developer for the costs to the Town, over and above the letter of credit, cash bond or other surety for completing the Sewer Improvements or the Gas Improvements, as applicable. The Town will competitively bid the unfinished, incomplete or faulty public improvements and Developer shall be responsible for the difference between the letter of credit, cash bond or other surety and the competitively bid price to the Town.

(b) If Developer wishes the final plat executed prior to the completion of all Utility Improvements for the Project, in order to secure the performance of Developer's obligations under this Agreement and the Utility Improvement Regulations, Developer shall provide security in the form of an irrevocable letter of credit or cash deposit to CUD for Water Improvements (the "**CUD Financial Surety**"). The CUD Financial Surety amount shall be based on the percentage of the Water Improvements remaining to be completed, tested and accepted by CUD, in accordance with the inspector's project quantity records. The CUD Financial Surety shall remain in force through the completion of the work and shall extend for a period of twelve (12) months after the completion of the work and preliminary acceptance by CUD, except that CUD may release a portion of the CUD Financial Surety during the twelve (12) month maintenance warranty period which shall commence at the time CUD gives written acceptance to Developer that the improvements as being complete according to the plans and in conformity with the Utility Improvement Regulations; provided however, that the portion of the CUD Financial Surety retained for such warranty period shall in no event be less than twenty-five percent (25%) of the original amount of the CUD Financial Surety or $10,000, whichever is higher. CUD is authorized to reduce the amount of the CUD Financial Surety below the aforementioned minimum in its sole discretion on items of little value.

Actual construction costs, as submitted to Developer from Developer's contractor, and any CUD cost shall be used to establish the construction cost portion of the letter of credit or cash required by applicable Utility Improvement Regulations. In the event the Water Improvements have not been completed in the period of time beyond the original twelve (12) month letter of credit or cash bond, Developer understands and acquiesces that construction costs for labor and materials may increase over time and CUD may require an increase of value within the bond or letter of credit. Developer acknowledges and accepts the CUD's right to recalculate the amount of financial surety required after the initial twelve (12) month period has expired and to provide the additional surety if required. Furthermore, in the event Developer fails to install the Water Improvements, either to completion or satisfactorily, CUD shall be reimbursed by Developer for the costs to CUD, over and above the letter of credit, cash bond or other surety for completing the Water Improvements. CUD will competitively bid the unfinished, incomplete or faulty public improvements and Developer shall be responsible for the difference between the letter of credit, cash bond or other surety and the competitively bid price to CUD.

8. **Local Building and Site Permits**. The Town agrees to use its best efforts to have any and all building and site related permits required with respect to the Utility Improvements issued or amended in an expedited manner, to the extent the permit requirements meet the Town's regulations/ordinances, so as to facilitate Developer's anticipated schedule for the commencement of site work for the construction of the Project no later than thirty (30) days following the date Developer submits its request for such permit or amended permit.

9. **Annexation and Rezoning.**

(a) Developer agrees to file a written request for annexation into the Town's municipal jurisdiction of the portion of the tracts of land, or portions thereof, within the Town's urban growth boundary and located east of Mona Road, depicted on **Exhibit A** as the "**Eastern Parcels**", no later than ninety (90) days after Developer receives written notice from the Town of a similar request having been made by the owner of the Intervening Parcel for the annexation of the Intervening Parcel into the Town's municipal jurisdiction; provided that the Developer's consent to annexation of the Eastern Parcels shall be expressly contingent upon the Town rezoning the Eastern Parcels to Planned Unit District that includes C-2 General Commercial and I-2 Light Industrial zoning districts, as identified in **Exhibit E**.

(b) Developer, its successors and assigns, irrevocably consent to the annexation of the Project land located within the Town's urban growth boundary, as evidenced by its currently filed request for annexation of the Western Parcels and its agreement to request annexation of the Eastern Parcels in accordance with subsection (a) above, and agrees to use commercially reasonable efforts to assist the Town in connection with its approval of this annexation.

10. **Impact Fees and Annexation.** The Developer acknowledges that, according to Title 5, Chapter 5 of the Code, impact fees will apply to all building construction permits within the Western Tracts. If the Developer obtains building permits from Rutherford County Government for the Eastern Tracts before their annexation, the Developer agrees to pay the applicable Town impact fees for any existing structures built under these County permits. This obligation arises upon the successful annexation of the Eastern Tracts, and the fees will be calculated as if the permits had originally been issued by the Town and assessed at the time of annexation.

11. **Utility Service Commitments**.

(a) The Town commits to providing sanitary sewer and natural gas services to the Project at the locations on the boundary of the Project shown on the Proposed Utility Service Plan attached as **Exhibit C**, or as otherwise set forth on the approved plans for the Sewer Infrastructure and Gas Improvements, conditioned on the Developer's commitment to constructing the Sewer Improvements and Gas Improvements. The Town shall apply inside-customer service rates and proportionate tap fees (relative to the requested service) to the Western Parcels. The Town shall apply outside-customer service rates and proportionate tap fees (relative to the requested service) to the Eastern Parcels unless and until Developer requests annexation of the Eastern Parcels and the Town approves the annexation in accordance with **Section 9(a)** of this Agreement, at which time the Town shall apply inside-customer service rates.

(b) CUD commits to providing water service to the Project at the locations on the boundary of the Project shown on the Proposed Utility Service Plan attached as **Exhibit D**, or as otherwise set forth on the approved plans for the Water Improvements.

(c) Tap Fee Credits for Oversized Infrastructure for Sewer and Gas Improvements Only. In the event the Town determines that utility infrastructure serving the Project must be sized larger

than what would otherwise be required to adequately serve the Project alone in order to provide capacity for future development within the broader service basin, Developer shall be entitled to tap fee credits as follows:

(i) Determination of Required Sizing. The Town's Director of Utilities, or his designee, in consultation with Developer's engineering consultant, shall determine (a) the minimum pipe sizes and related infrastructure capacity required to adequately serve the anticipated utility demands of the Project ("**Project-Required Size**"), and (b) the pipe sizes and infrastructure capacity that the Town requires Developer to install to serve the broader basin or to meet the Town's utility system planning requirements ("**Town-Required Size**").

(ii) Credit Calculation. If the Town-Required Size exceeds the Project-Required Size for any portion of the Utility Improvements, Developer shall receive tap fee credits equal to the incremental cost difference between installing infrastructure at the Project-Required Size versus the Town-Required Size, as documented by Developer's contractor pricing and verified by the Town.

(iii) Credit Application. Such credits shall be applied against tap fees assessed by the Town for connections within the Project, and any unused credits may be transferred to subsequent phases of development by Developer or its affiliates within the same service area, subject to the Town's standard policies regarding tap fee credit transfers.

(iv) Documentation. All sizing determinations and cost calculations shall be documented in writing and agreed upon by both the Town and Developer prior to commencement of construction of the applicable infrastructure.

12. **Construction in Public Right-of-Way**. In the event any construction is to be performed within existing public right-of way of the Town, Developer agrees to notify the Town at least fourteen (14) days prior to the commencement of said work in the public right-of-way, and to obtain all necessary approvals and permits from all Town departments. Developer further agrees to properly mark the construction area with barriers, barricades, fences, guards and flagmen as required by the Manual on Uniform Traffic Control Devices, Part 6 ("**MUTCD**"), in order to minimize the danger to the public. Developer agrees that in streets which are not barricaded to block all traffic, to place and maintain a drum type barricade as described in MUTCD, stabilized with sand bags on each manhole cover and/or casting which extends more than two (2) inches above the existing street surface and provide variable message boards to inform the general public of closures or construction seven (7) days prior to the work. Without limiting Developer's obligation to conform to all provisions of MUTCD, Developer agrees to place and maintain signs as provided in subsection 6B of MUTCD. Prior to any grading (, as defined in the Code) of land that is within the Town's jurisdiction for the installation of the Utility Improvements, the Developer is required to submit and receive a grading permit from the Town's Public Works Department.

13**. Public Dedication and As-Built Drawings.**

(a) The Town reserves the right to designate, for the purpose of dedication to the Town, roadway, storm water drainage components, sewer lines and gas lines as public for operation and maintenance by the Town. Developer shall coordinate all Water Improvements design and installation with CUD. Developer must submit to the Town acceptable Water Improvements designs on an approved scale, with State approvals, prior to the Town approving any designs for Sewer Improvements. The Town will not accept or connect storm water or sewer lines which are not constructed in conformity with the approved plans and specifications submitted to and approved by the town and any applicable State agency. The Town shall require Developer to televise and record the internal portion of the line which

may be suspected of not meeting the installation requirements and standards. This work shall be performed by Developer at Developer's expense. Developer is responsible for installing sewer services from the respective mains to the Project. Developer is also responsible for setting any water meter boxes in accordance with the most recently adopted CUD Water Standard Specifications.

(b) After all Utility Improvements have been installed, including, but not limited to roadway, storm water drainage, natural gas and water and sewer components have been tested and approved by the Town and CUD, but before water taps are to be set, Developer shall "record drawings" of the Utility Improvements, also known as "as-built" drawings. Any Natural Gas or Water Improvements record drawings shall include at least two measurements to all line valves, domestic taps and meters, and fire tap locations. Any Sewer Improvements record drawings shall locate all sewer service, which service shall be measured from the first downstream manhole and include the length of service laterals and the depth of the end of the service lateral. All record drawings shall be submitted with one paper copy and one electronic copy to the Town. The electronic copy shall be submitted to the Town in "shape" file format and be created using the XY Coordinate System,NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet.The submission of electronic copies shall be in accordance with the Town's policy related to such electronic copies. The Developer or CUD, as applicable and agreed to by the parties, shall be responsible for setting water meter assemblies after water mains are tested, approved, and record drawings are received by the Town.

(c) Upon completion of construction and prior to acceptance, the Town may require Developer to submit a sworn statement of actual costs of labor and materials required for construction excluding sums previously billed through the Town. The Town will supply Developer with a form for this purpose.

14. **Maintenance of Utility Improvements**. Developer shall be responsible for maintenance and upkeep of the Utility Improvements constructed for a period of one (1) full year following the date of written acceptance, said maintenance and warranty to include, but not be limited to, adjustment of storm water drainage grates, repair and establishment of grass growth of detention and retention areas, repair of storm water drainage components, repair of roadways and concrete curbs, manhole frames and covers, fire hydrants, valve boxes, and all infrastructure repairs required to maintain an operable system. In the event Developer fails to properly construct the Utility Improvements required by the plans incorporated herein and approved by the applicable Town Departments, during the warranty period, Developer shall continue to be responsible for corrective work, notwithstanding the Town overlooked such defects prior to its acceptance of the Utility Improvements.

15. **Disruption of Utility Service and Street Closure**. Developer is required to provide at least fourteen (14) days' notice to the Town prior to any closure of street or disruption of any utility. Prior to any street closure or disruption of any utility, Developer shall obtain written approval from the director of the appropriate Town Department. Developer agrees to pay for and reimburse the Town for any and all costs associated with the street closure, including costs associated with the re-opening of the street, and/or the disruption of any utility, including costs associated with the re-institution or re-connection of any utility. The Town and/or CUD shall submit an invoice not later than thirty (30) days for any such costs. Such invoice for costs shall be paid not later than 15 (fifteen) business days from the date of invoice.

16. **Proof of Insurance**. Developer agrees to provide and maintain, or require Developer's contractor to provide and maintain, commercial general liability insurance with minimum limits of $2,000,000 single limits, which names Developer, Town, CUD, and Developer's contractor as insureds. In addition, Developer agrees to hold the Town and CUD harmless and indemnify the Town and CUD for all claims of loss associated with construction by Developer. The insurance policy shall require a minimum of

thirty (30) days written notice to the Town and CUD prior to cancellation. Developer shall deliver proof of insurance prior to any construction. In the event Developer fails to do so, the Town and CUD may, following fifteen (15) days prior written notice to Developer, purchase the necessary insurance and charge same to Developer together with an interest rate/service charge fee of twenty percent (20%) per annum.

17. **Event of Default**.

(a) In the event of default by Developer, Developer agrees to pay reasonable attorney's fees and court costs associated with enforcement of this Agreement. Failure to comply with this Agreement or any aspect of this agreement will result in a Stop Work Order being issued by the Town and/or CUD. Additionally, no permits or certificates of occupancy will be issued for any construction or building within the Project until all violations are corrected. Violation of a Stop Work Order will be punished and enforced as applicable under State law. Violation of a Stop Work Order is a violation of this Agreement and in accordance with the Code may subject the violator to a fine. Furthermore, all provisions of Title 14 Chapter 8 of the Code are incorporated into this Agreement; including, but not limited to, provisions codified under Title 14 Chapter 8 Section 807 (Violation and Penalty).

(b) In the event Developer abandons the Project, fails to commence substantial construction of the Utility Improvements within the Initial Term, or otherwise materially defaults under this Agreement such that the Project will not be completed, Developer shall reimburse the Town and CUD for all actual out-of-pocket costs incurred by the Town and CUD, as applicable, for easement acquisition related to the Project. Such reimbursement shall include, but not be limited to, appraisal fees, legal fees, court costs, survey costs, title work, and condemnation expenses, but shall expressly exclude the fair market value of any acquired land or easement rights. Developer's reimbursement obligation under this provision shall not apply if the Project is successfully completed in accordance with this Agreement, regardless of any delays in completion.

18**.** **Quo Warranto Action and Agreement Nullification.** In the event that the annexation of the Western Tracts becomes the subject of a quo warranto action and is judicially nullified by a court with competent jurisdiction solely as a result of such quo warranto action, this Agreement shall be rendered null and void. During the pendency of such quo warranto action, the time constraints specified within this Agreement shall be extended and/or tolled (but without excusing any party from performing any obligations in good faith that are not expressly time constrained) until a final order is issued by the court assigned to the matter. Additionally, if the Town and/or CUD files petitions for condemnation of easements to effectuate the installation of sewer, gas, and/or water utility improvements, as applicable, and is not granted possession of the applicable property by the circuit court, this Agreement shall be voidable by the Town as to easements for Sewer and Gas Improvements or CUD as to easements for Water Improvements if possession through condemnation of any alternative routes deemed mutually acceptable by the Developer and the Town and/or CUD, as applicable, and similarly fails in court.

19**.** **Ordinance/Regulation Application**. This Agreement does not supersede or negate any building requirements, fire flow regulations, ordinance provisions, or any other regulations of the Town of Smyrna that are applicable to the commercial or industrial development and construction of the Project. All such requirements and regulations must be fully complied with by the Developer and any other parties involved in the Project.

20. **Force Majeure**. Neither the Town, CUD, nor Developer shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, civil disturbances, government actions, labor disputes, pandemics, or any other events that are unforeseeable and unavoidable.

21. **Severability**. If any party is judicially precluded from carrying out any of the provisions of this Agreement, such provision shall be deemed void, but the remainder of this Agreement shall remain in full force and effect. However, if the Town and/or CUD is enjoined or precluded from proceeding with the utility installations or annexations contemplated herein under a final, non-appealable judgment from a court of competent jurisdiction such that the core purposes of this Agreement cannot be accomplished, then this Agreement shall be deemed void in its entirety.

22. **Term and Binding Effect**.

(a) This Agreement is valid for an initial term of five (5) years (the "**Initial Term**"), which may be extended for two (2) successive two (2) year periods, in Developer's sole discretion, provided Developer is not in default of any material terms of this Agreement. The Town reserves the right to decline renewal of this Agreement beyond the Initial Term if Developer fails to demonstrate significant and observable construction activity related to the Utility Improvements installation prior to the conclusion of the Initial Term, such activity may include but is not limited to, Developer pulling building permits for construction of the Utility Improvements, grading and earthmoving activities, on-site contractor mobilization and commencement of the installation of infrastructure improvements. This demonstration shall serve as proof that the Developer is actively pursuing installation of the Utility Improvements in a timely manner as stipulated in this Agreement. If the Town elects not to renew the Initial Term based on this provision, it shall provide written notice to Developer outlining the Town's reasoning and support for such nonrenewal.

(b) The Initial Term will be extended in the event the Town fails to secure all property rights necessary for construction of the Utility Improvements either through easements or fee simple acquisition, as applicable (the "**Utility Property Acquisition**") within a period of two hundred seventy-five (275) days following the Town's receipt of Developer's list identifying all property necessary for the Utility Property Acquisition (the "**Initial Acquisition Completion Date**"). In such event, the Initial Term extension shall be for a period equal to the number of days by which completion of the Utility Property Acquisition exceeds the Initial Acquisition Completion Date, with such extension continuing until the Town has successfully completed the Utility Property Acquisition. For purposes of this provision, Utility Property Acquisition shall be deemed complete when the Town has secured all requisite property rights through voluntary agreement, eminent domain proceedings, or other legally sufficient means, and all appeal periods related thereto have expired or been exhausted. This extension of the Initial Term shall not excuse any Party's obligations unrelated to the Utility Property Acquisition in this Agreement, and Developer shall cooperate in good faith with the Town to facilitate the Utility Property Acquisition.

23. **Governing Law and Jurisdiction**. This Agreement shall be governed by the laws of Tennessee, with jurisdiction and venue over any proceedings related to this Agreement lying exclusively in Rutherford County, Tennessee.

24. **Amendments.** From and after the Effective Date, any amendments to this Agreement must be made in writing and signed by all parties, following formal review by the Town Council and CUD's Board of Commissioners.

25. **Notices.** All notices of any kind which either part may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service at the addresses set forth below:

As to Developer: Industrial VI Enterprises, LLC
3000 Turtle Creek Boulevard

Dallas, TX 75219
Attn: Steve Parker
Telephone: (214) 303-5535
Email: steve.parker@hillwood.com

With a copy to: Bradley Arant Boult Cummings LLP
1221 Broadway, Suite 2400
Nashville, TN 37203
Attn: Chris Bowles
Telephone: (615) 252-2399
Email: cbowles@bradley.com

As to CUD: Consolidated Utility District of Rutherford County, Tennessee
Attn: Roger Goodson, General Manager
709 New Salem Road
Murfreesboro, TN 37129
Telephone: (615) 893-7225
Email: rgoodson@cudrc.com

With a copy to CUD's counsel: Jeff Reed, Esq.
Hudson, Reed & Christiansen, PLLC
16 N Public Square
Murfreesboro, TN 37130
Telephone: (615) 893-5522
Email: jreed@mborolaw.com

As to the Town: Town of Smyrna, Rutherford County, Tennessee
Attn: Mike Strange, Director of Utilities
315 S Lowry
Smyrna, TN 37167
Telephone: (615) 355-5711
Email: michael.strange@townofsmyrna.org

26. **Assignment**. Developer may assign this Agreement, in whole or in part, to any affiliate of Developer without the consent of the Town or CUD. Developer shall provide written notice of such assignment to the Town and CUD as soon as reasonably practicable following the effective date of the assignment. Any such affiliate assignee shall assume in writing all obligations of Developer under this Agreement with respect to the portion assigned, and Developer shall remain liable for all obligations under this Agreement accruing prior to the effective date of such assignment. For purposes of this provision, "affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Developer. Developer may also assign this Agreement, in whole or in part, to any other party with the prior written consent of the Town and CUD, which consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

27. **PUD Design Review Requirement**. Developer agrees to seek approval of the Project as a planned unit development ("**PUD**"), pursuant to Section 4.070 of the Town Zoning Code (the "**Zoning Regulations**"). In consideration of this Agreement, Developer shall provide the Town certain information demonstrating that the Project shall be appropriately integrated with the surrounding area and developed in accordance with the Zoning Regulations, as described in more detail on **Exhibit E**, including, but not

limited to a preliminary site layout, proposed uses, maximum development square footage and minimum open space square footage, and proposed building elevations. Developer shall seek final site plan and design review approval from the Town Council for the Western Parcels and the Eastern Parcels in addition to the Planning Commission as provided in the Zoning Regulations, and the Town Council shall comply with all applicable provisions of the Town Zoning Code related to final site plan approval and design review. The Town Council shall apply the same standard of review and approval criteria as the Planning Commission in its consideration of Developer's final site plan and design review.

28. **Waiver of Jury Trial**. Each party hereby waives any right to a trial by jury in any action or proceeding arising out of or relating to this agreement, to the fullest extent permitted by law. Each party acknowledges that this waiver is made knowingly and voluntarily. If this waiver is found to be unenforceable, any dispute between the parties shall be resolved by a court without a jury.

29. **Cooperation**. The parties agree to cooperate in good faith and use reasonable efforts to fulfill their respective obligations and to achieve the objectives of this Agreement and the feasibility and success of the Project.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TOWN OF SMYRNA, TENNESSEE

By: _____

Title: _____

Date: _____

INDUSTRIAL VI ENTERPRISES, LLC

By: _____

Title: _____

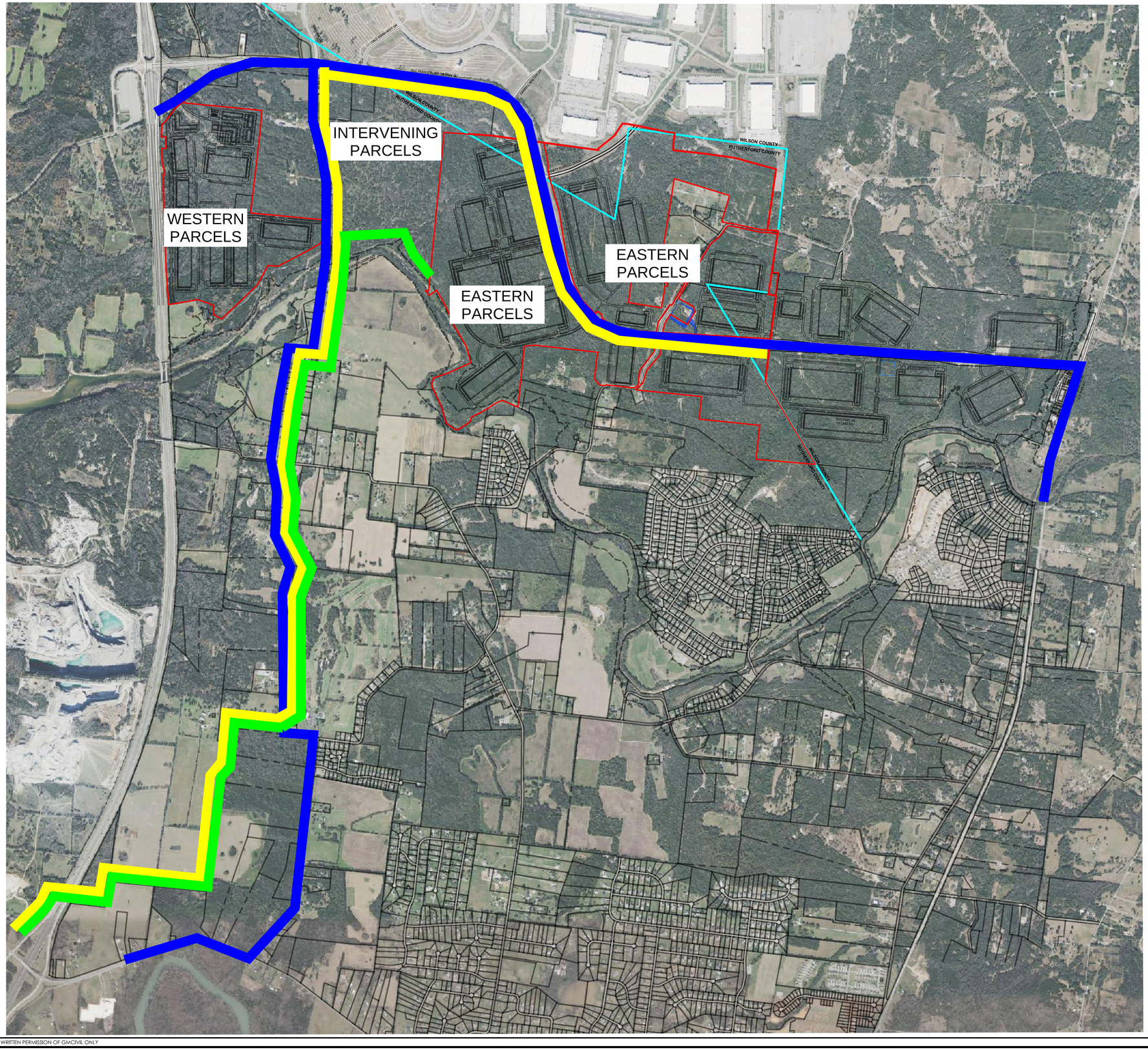
Date: _____

CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

By: _____

Title: _____

Date: _____



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GRAPHIC SCALE 1"=1000'
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LEGEND

TOWN OF SMYRNA GAS

TOWN OF SMYRNA SEWER

CUD WATER

PREPARED BY:

GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

EXHIBIT A
FALL CREEK COMMERCE CENTER

SITUATED IN THE

TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
DATE: OCTOBER 2025

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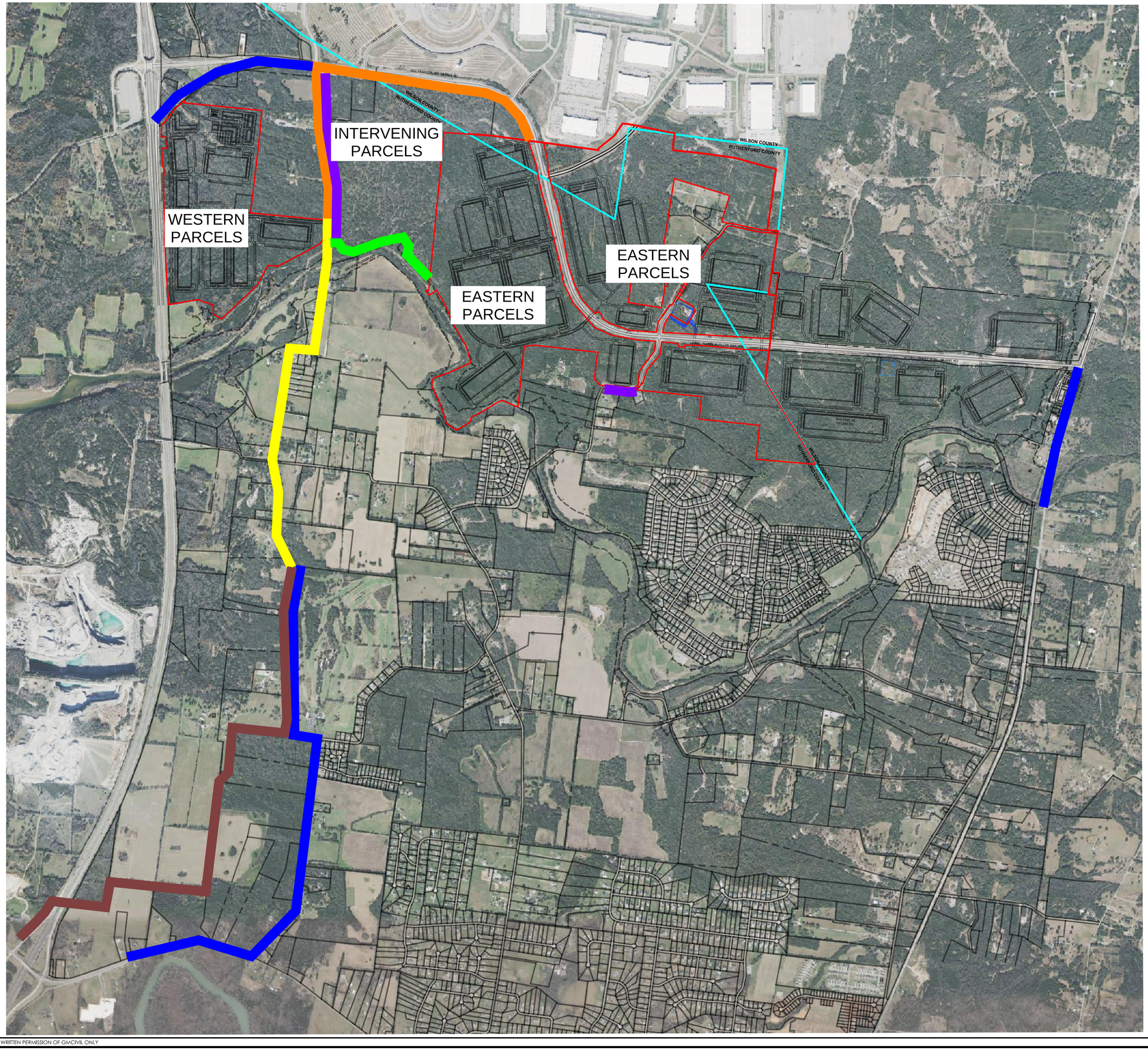

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- COMBINED WATER, SEWER, GAS EASEMENT
- COMBINED WATER & GAS EASEMENT
- COMBINED SEWER & GAS EASEMENT
- WATER EASEMENT
- SEWER EASEMENT
- ADDITIONAL EASEMENT OR R.O.W. FOR ROAD IMPROVEMENTS

PREPARED BY:

GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

EXHIBIT B
FALL CREEK COMMERCE CENTER

SITUATED IN THE

TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
DATE: OCTOBER 2025

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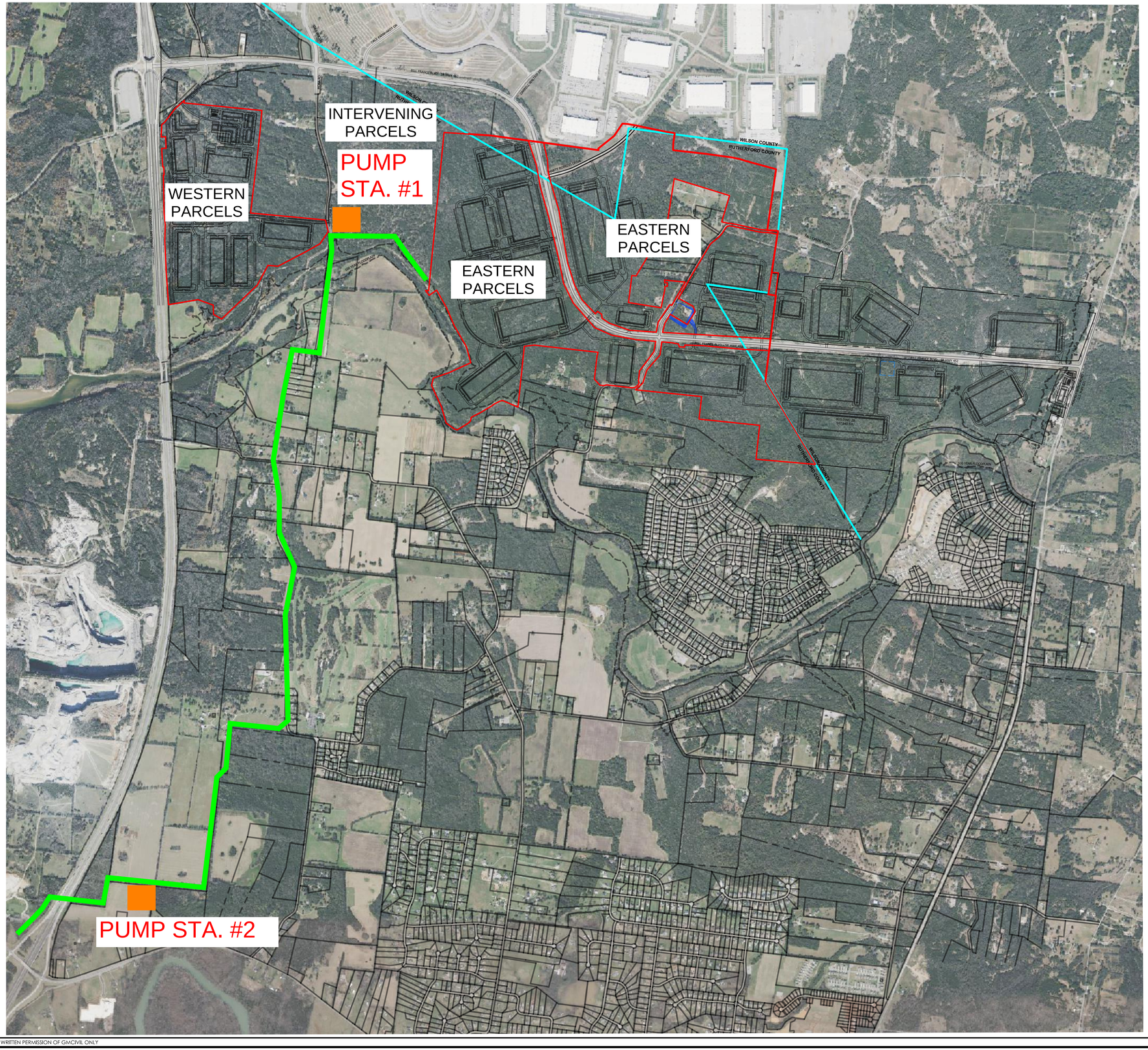

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LEGEND

OFF-SITE PUBLIC SEWER

PUMP STATION

PREPARED BY:

GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

EXHIBIT C
FALL CREEK COMMERCE CENTER

SITUATED IN THE

TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
DATE: OCTOBER 2025

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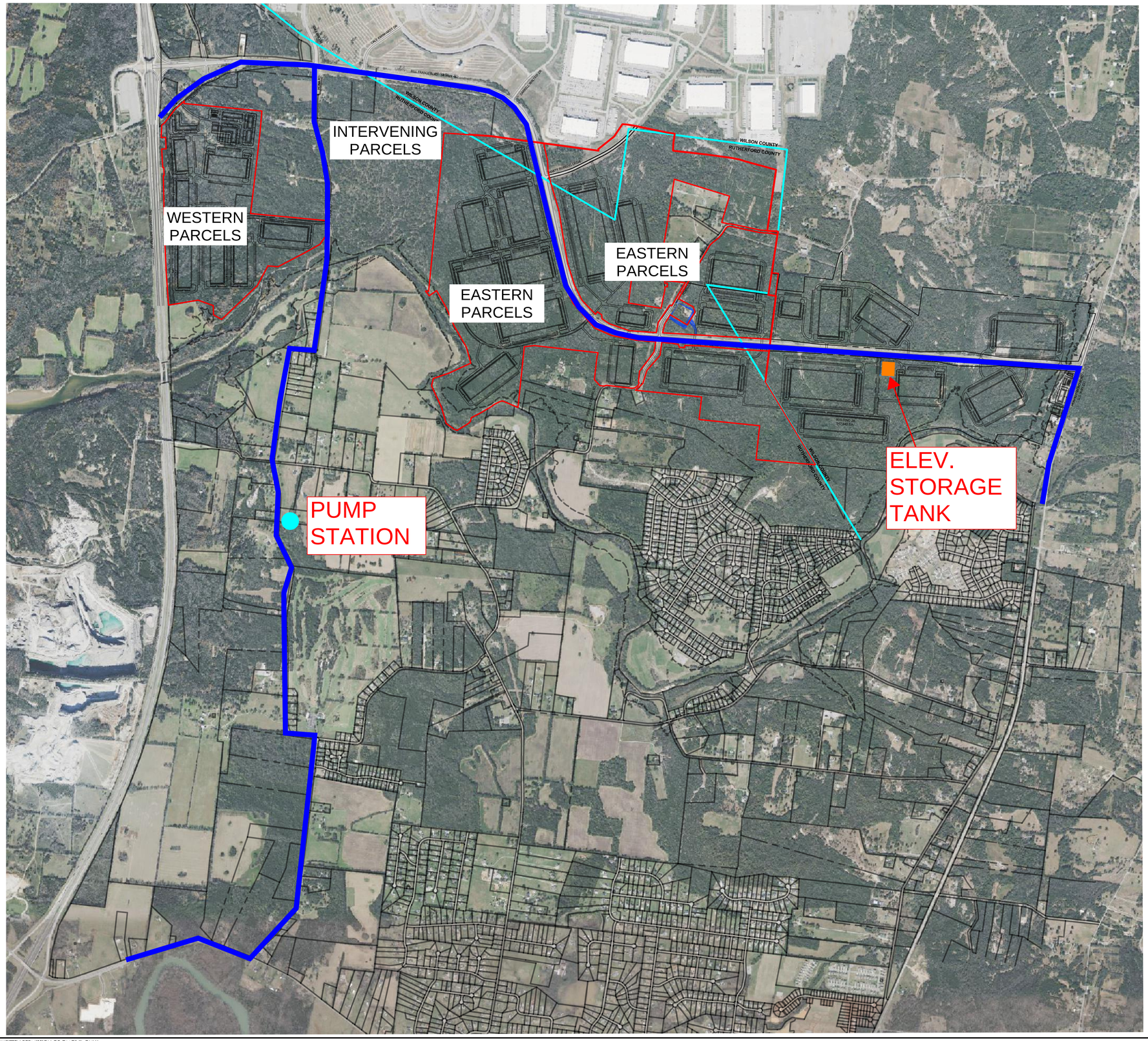

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GRAPHIC SCALE 1"=1000'
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LEGEND

OFF-SITE CUD WATER

ELEVATED STORAGE TANK

PUMP STATION

PREPARED BY:
GM civil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

PREPARED FOR:
HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

EXHIBIT D
FALL CREEK COMMERCE CENTER

SITUATED IN THE

TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
DATE: OCTOBER 2025

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Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.2.
Department: Planning
Date: November 13, 2025

Subject:
Consideration of an Ordinance relative to the rezoning of property located on Tax Map 28K, Group A, Parcel 1.00 owned by Arsany Ghobrial containing .28 acre from R-3 to C-4. The property is located at 519 Noel Lane.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Summary:
The property that is the subject of this request is located at 519 Noel Lane, which is the corner of Noel Lane and Old Nashville Highway. The Land Use Plan for the area would support Medium Density Single Family Residential development. The surrounding zoning is R-1, R-3, R-6, and PCD (C-4 uses with the additional use of alcohol sales).

The Planning Commission reviewed this request and recommended approval 5 for, 2 against.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #25-34
2. 519 Noel Ln Redacted Application
3. 2025-10-10_Makar Property Deed
4. Arsany Ghobrial Map 1
5. Arsany Ghobrial Map 2

6. Arsany Ghobrial November 2025 Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-34

AN ORDINANCE relative to the rezoning of property located on Tax Map 28K, Map A, Parcel 1.00, comprising a total of approximately 0.28 acres from R-3 to C-4.

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 28K, Map A, Parcel 1.00, comprising a total of approximately 0.28 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 C-4, 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: Arsany Ghobrial		
Street Address: 2019 Woodcliff Dr		
City: Smyrna	State: TN	ZIP: 37167
Email: [redacted]	Phone: [redacted]	

CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Jack Parker/CATALYST DESIGN GROUP		
Street Address: 1524 WILLIAMS DRIVE SUITE 201		
City: MURFREESBORO	State: TN	ZIP: 37129
Email: [redacted]	Phone: [redacted]	

PROPERTY INFORMATION		
Street Address/Intersecting Streets: 519 Noel Ln, Smyrna, TN 37167		
Tax Map: 028K	Group: A	Parcel: 001.00
Requested Lot Area (Square feet/Acres): 0.28		
Existing Zoning: R-3	**Requested Zoning:** C-4	
*Current Property Owner (See Note Below):		

APPLICANT AUTHORIZATION	
Applicant Signature: Arsany Ghobrial	Date: 10-10-2025

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.

Heather Dawbarn, Register
Rutherford County Tennessee

Rec #:	1304084	Instrument #:	2615229
Rec'd:	20.00	Recorded	
State:	1343.10	9/26/2025 at 2:16 PM	
Clerk:	1.00	in Record Book	
Other:	2.00	2576	
Total:	1366.10	Pages 1555-1558	

Prepared by:
David Marttala, Attorney
Waterstone Title, Inc.
1608 Williams Drive #103
Murfreesboro, TN 37129
File No: 2025-194

STATE OF Tennessee
COUNTY OF ~~Rutherford~~ Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 363,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS ~~25th~~ 26th day of September, 2025

Notary Public
My Commission Expires: 1/24/28

PATRICIA NICHOLLS NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Address of New Owner	Send Tax Bills To:	Map/Parcel ID
Arsany Ghobrial 2019 Woodcliff Drive Smyrna, TN 37167	A & D Mortgage, LLC, a Florida limited liability company 899 W. Cypress Creek Rd. Ft. Lauderdale, FL 33309	Map/parcel: 028K-A-001.00 Account #R0016137

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I/WE

Linda Faye Ables and Dannie Lewis Jones and Ronnie O'Neal Jones and Theresa Lynn Richie, as devisees under the Last Will and Testament of Mildred Beatrice Bryan

HEREINAFTER REFERRED TO AS THE GRANTOR(S), HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Arsany Ghobrial, an unmarried man

HEREINAFTER CALLED THE GRANTEE(S), its/their/his/her HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN RUTHERFORD COUNTY, STATE OF TENNESSEE DESCRIBED AS FOLLOWS, TO WIT:

Land in Rutherford County, Tennessee and being all of Lot No. 1, Section One, McGWYNN SPRINGS, Final Plat, as appearing of record in Plat Book 12, Page 108, in the Register's Office for Rutherford County, Tennessee, to which plat reference is hereby made for a more complete and accurate description thereof.

Being the same property conveyed to Thomas L. Bryan and Mildred B. Bryan by Warranty Deed from Waldron Enterprises, dated 2/27/1989 and filed for record in Deed Book 422, Page 544, in the Register's Office for Rutherford County, Tennessee. Said Warranty Deed was corrected by QuitClaim Deed from Waldron Enterprises, a Partnership composed of David V. Waldron, Charles K. Waldron and Gregory E. Waldron to Thomas L. Bryan and wife, Mildred B. Bryan, dated 5/27/1997 and filed for record in Deed Book 598, Page 782, in the Register's Office for Rutherford County, Tennessee. The said Thomas L. Bryan, aka Thomas Loyd Bryan, died on October 25, 2005 leaving Mildred B. Bryan as the fee simple owner of subject property as the surviving tenant by the entirety. The said Mildred B. Bryan, aka Mildred Beatrice Nelms Bryan, died on March 14, 2022 and interest in subject property passed to Linda Faye Ables and Dannie Lewis Jones and Ronnie O'Neal Jones and Theresa Lynn Richie as devisees under the Last Will and Testament of Mildred Beatrice Bryan and Order Admitting Will for Muniment of Title filed of record in Will Book 85, Page 539A, in the General Sessions Court of Rutherford County, Tennessee, Probate Division.

Subject to all existing easements and all matters shown on plat of record in Plat Book 12, Page 108, Restrictive Covenants recorded in Deed Book 420, Page 24, as amended in Deed Book 437, Page 531, Easements to Town of Smyrna of record in Deed Book 388, Page 484, Deed Book 497, Page 221, Deed Book 498, Page 746 and Deed Book 498, Page 752, and Utility, Drainage and Slope Easement recorded in Deed Book 596, Page 52, in the Register's Office of Rutherford County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO: (1) all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record; (2) any and all applicable governmental and/or zoning regulations; (3) taxes which have been prorated as of the date of closing and assumed by the Grantee(s) here.

This is improved property known as: 519 Noel Lane, Smyrna, TN 37167

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), heirs and assigns forever; and I/We so covenant with the said GRANTEE(S) that I/We are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and I/We do further covenant and bind my/ourselves, my/our heirs and representatives, to warrant and forever defend the title to the persons whomsoever. Wherever uses, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Dated this the 25th day of September, 2025

Linda Faye Ables by Theresa Lynn Richie Attorney-in-Fact
Linda Faye Ables by Theresa Lynn Richie,
Attorney-in-Fact

Dannie Lewis Jones by Theresa Lynn Richie Attorney-in-Fact
Dannie Lewis Jones by Theresa Lynn Richie,
Attorney-in-Fact

Ronnie O'Neal Jones by Theresa Lynn Richie
Ronnie O'Neal Jones by Theresa Lynn Richie,
Attorney-in-Fact

Attorney-in-Fact
Theresa Lynn Richie
Theresa Lynn Richie

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

On this 25th day of September, 2025, before me, the undersigned Notary Public for the County and State aforesaid, personally appeared **Theresa Lynn Richie**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the attorney-in-fact of **Linda Faye Ables** and is authorized by him/her, and does hereby acknowledge the execution of this instrument on his/her behalf, by virtue of an instrument of record in Record Book 2576, Page 1553, Register's Office for Rutherford County, Tennessee.

Witness my hand and Official seal this 25th day of September, 2025.

Notary Public
My Commission Expires: 4-25-29

SKYLER YOUNGBLOOD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WARREN

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

On this 25th day of September, 2025, before me, the undersigned Notary Public for the County and State aforesaid, personally appeared **Theresa Lynn Richie**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the attorney-in-fact of **Dannie Lewis Jones** and is authorized by him/her, and does hereby acknowledge the execution of this instrument on his/her behalf, by virtue of an instrument of record in Record Book 2576 Page 1551 Register's Office for Rutherford County, Tennessee.

Witness my hand and Official seal this 25th day of September, 2025.

Notary Public
My Commission Expires: 4-25-29

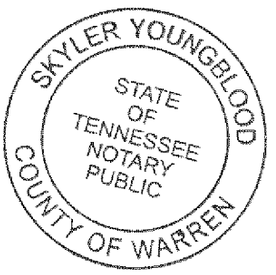
SKYLER YOUNGBLOOD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WARREN

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

On this 25th day of September, 2025, before me, the undersigned Notary Public for the County and State aforesaid, personally appeared **Theresa Lynn Richie**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the attorney-in-fact of **Ronnie O'Neal Jones** and is authorized by him/her, and does hereby acknowledge the execution of this instrument on his/her behalf, by virtue of an instrument of record in Record Book 2576, Page 1549, Register's Office for Rutherford County, Tennessee.

Witness my hand and Official seal this 25th day of September, 2025.

Notary Public
My Commission Expires: 4-25-29



STATE OF TENNESSEE
COUNTY OF RUTHERFORD

On this 25th day of September, 2025, before me personally appeared **Theresa Lynn Richie**, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

Witness my hand and Official seal this 25th day of September, 2025.

Notary Public
My Commission Expires: 4-25-29

Certification of Recorded Documents

I, Channing Miles, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on September 25, 2025.

(AFFIANT) – Channing Miles

09/25/2025
Date

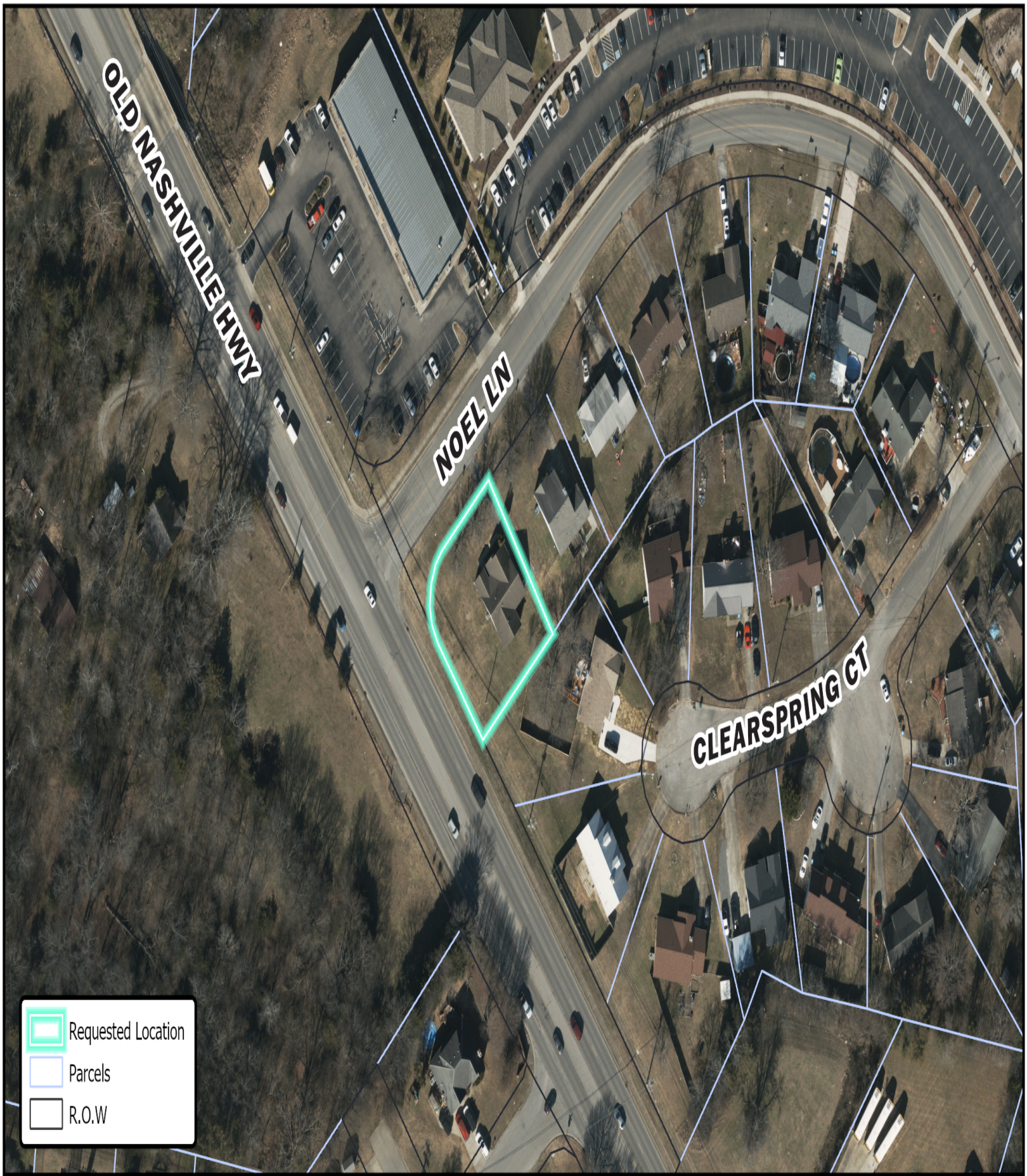
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

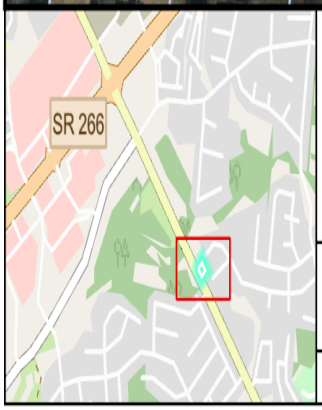
Sworn and subscribed before me this 25th day of September, 2025.

My commission expires: 1/24/28

Notary Public

PATRICIA NICHOLLS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY





R-3 to C-4 Rezoning Request

Tax Map: 28K | Group: A | Parcel: 1.00
Acres: +/- 0.28 | Owners: Arsany Ghobrial

Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

November 2025

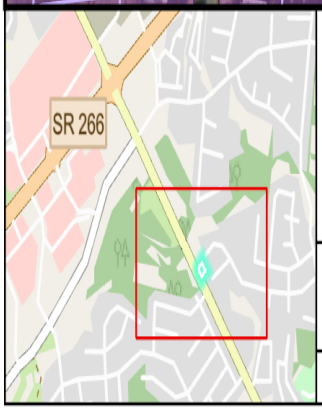
Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

N

TOWN OF SMYRNA TENNESSEE

0 70 140 Feet

0 0.02 0.04 Miles



R-3 to C-4 Rezoning Request

Tax Map: 28K | Group: A | Parcel: 1.00
Acres: +/- 0.28 | Owners: Arsany Ghobrial

Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

November 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

N

TOWN OF SMYRNA TENNESSEE

0 180 360 Feet

0 0.04 0.09 Miles

Arsany Ghobrial – R-3 to C-4 Request

Tax Map 28K, Group A, Parcel 1.00, owned and requested by Arsany Ghobrial.

Bordered on the west by the right-of-way of Old Nashville Highway; on the north by the right-of-way of Noel Lane; on the east by Parcel 2.00, owned by Robbie D. Reynolds; and on the south by Parcel 13.00, owned by Kayiah Brown and Quentin White.

Area requested to be rezoned from R-3 to C-4 contains approximately .28 acre.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.3.
Department: Planning
Date: November 13, 2025

Subject:
Consideration of an Ordinance relative to the rezoning of Tax Map 28J, Group A, Parcel 2.00, from R-3 to C-4 requested by James and Angela Schmidt. The property requested to be rezoned contains approximately .72 acre and is located at 1205 Rock Springs Road.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Summary:
The property that is the subject of this request is located at 1205 Rock Springs Road approximately 800 feet east of the intersection with Spring Hill Drive. The Land Use Plan for this area is the Sam Ridley 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 R-3, C-2, and C-4. The rear approximately 70' of this property on the eastern boundary line and approximately 120' on the western boundary line lies within the floodway, and approximately 15' of this property beyond the floodway lies within the 100 year floodplain. This leaves approximately 150' in depth on the western boundary line and 180' in depth on the eastern boundary line that is outside of the flood hazard area.

The Planning Commission reviewed this request and recommended approval 6 for, 0 against, 1 abstention.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #25-35
2. Application_Redacted
3. Schmidt Map 1
4. Schmidt Map 2
5. James and Angela Schmidt November 2025 Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-35

AN ORDINANCE relative to the rezoning of property located on Tax Map 28J, Map A, Parcel 2.00, comprising a total of approximately 0.72 acres from R-3 to C-4.

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 28J, Map A, Parcel 2.00, comprising a total of approximately 0.72 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 C-4, 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

Mitchell plan

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: James Schmidt - Angela Schmidt		
Street Address: 1205 Rock Springs Rd.		
City: Smyrna	State: Tn	ZIP: 37167
Email: Redacted	Phone: Redacted	

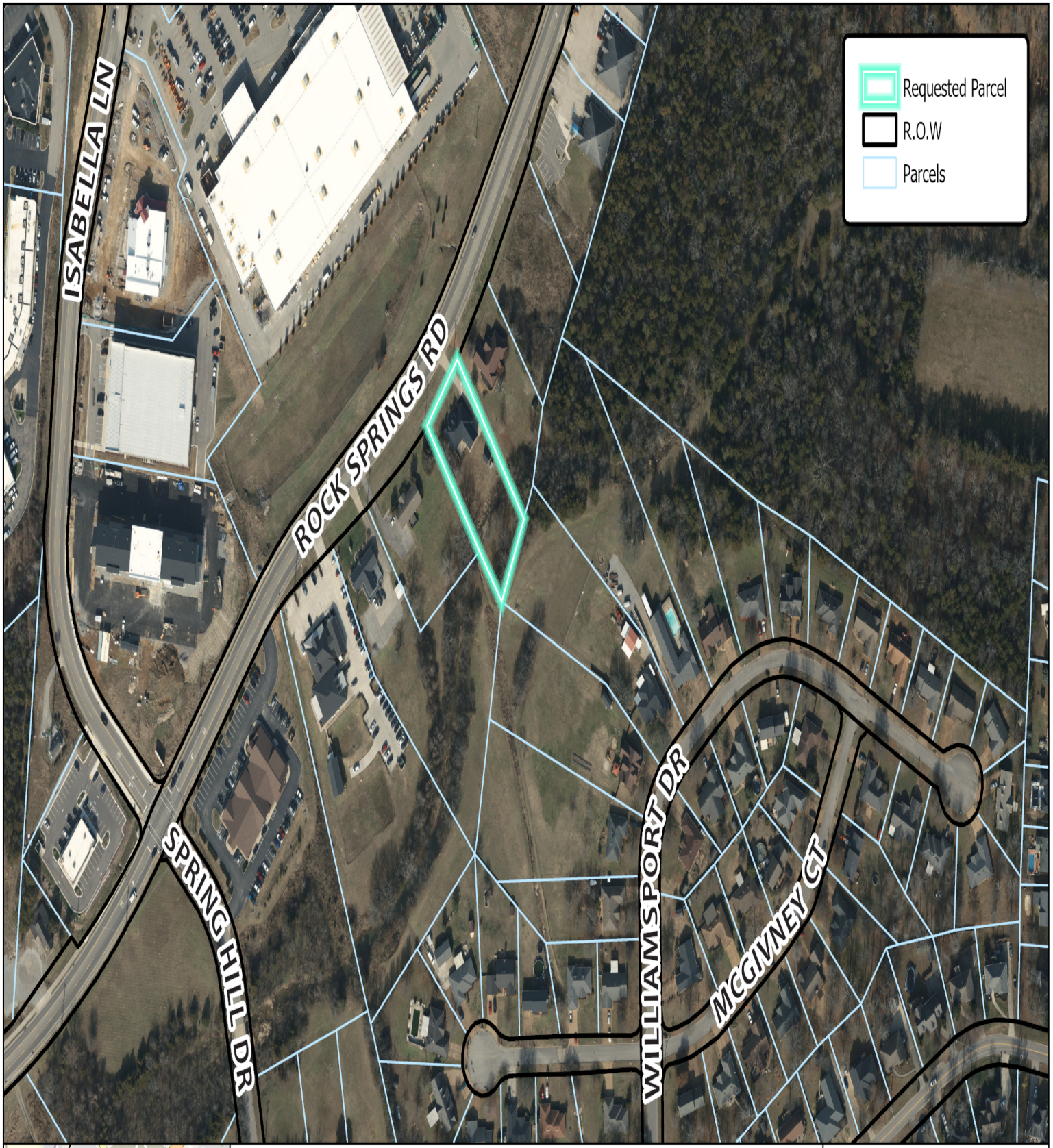
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: ✓		
Street Address: ✓		
City: ✓	State: ✓	ZIP: ✓
Email: ✓	Phone: ✓	

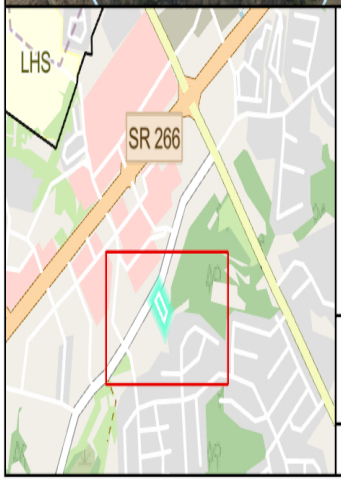
PROPERTY INFORMATION		
Street Address/Intersecting Streets: 1205 Rock Springs Rd. Smyrna, Tn. 37167		
Tax Map: 285	Group: A	Parcel: ~~1.11~~ 2.00
Requested Lot Area (Square feet/Acres): 31,168 sqft / 0.72 plus additional sq.ft Road widening		
Existing Zoning: R-3	**Requested Zoning:** C2	
*Current Property Owner (See Note Below):		

APPLICANT AUTHORIZATION	
Applicant Signature: James W. Schmidt - Angela S. Schmidt	Date: Sept. 7, 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 C-4 Rezoning Request

Tax Map: 28J | Group: A | Parcel: 2.00 | Acres: +/- 0.72

Requested by Owners: James and Angela Schmidt

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

November 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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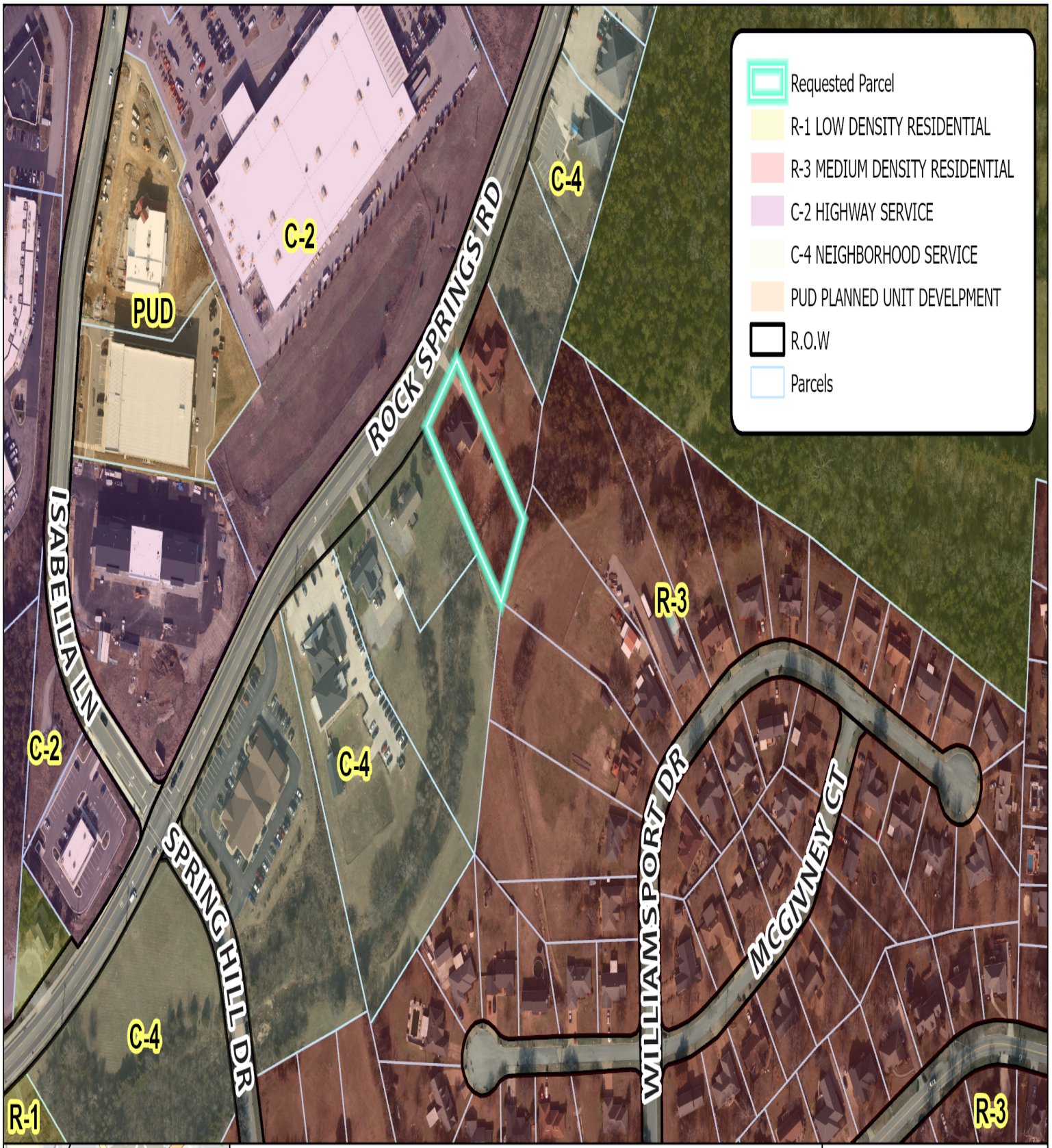
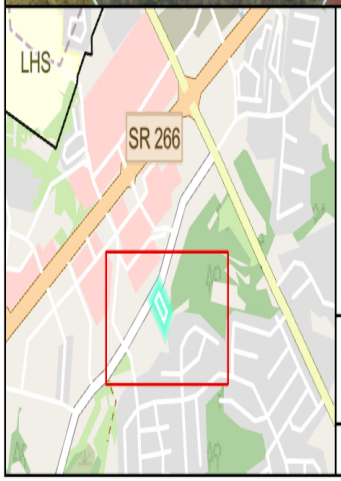
W
E
S

TOWN OF SMYRNA TENNESSEE

0 0.03 0.06 Mi

0 0.05 0.1 Km





R-3 to C-4 Rezoning Request

Tax Map: 28J | Group: A | Parcel: 2.00 | Acres: +/- 0.72

Requested by Owners: James and Angela Schmidt

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

November 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

N
W
E
S

TOWN OF SMYRNA TENNESSEE

0 0.03 0.06 Mi

0 0.05 0.1 Km

James and Angela Schmidt – R-3 to C-4 Request

Tax Map 28J, Group A, Parcel 2.00, owned and requested by James A. and Angela S. Schmidt.

Bordered on the north by the right-of-way of Rock Springs Road; on the east by Parcel 1.00, owned by Ronald Earl Adkerson; on the south by Tax Map 28O, Group F, Parcel 15.00, owned by Stanley W. Hofferbert; and on the west by Tax Map 28, Parcel 111.03, owned by Vincion Enterprises, Inc., and Parcel 111.01, owned by Helen Hoe Byrnes.

Area requested to be rezoned from R-3 to C-4 contains approximately .72 acre.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.4.
Department: Planning
Date: November 13, 2025

Subject:
Consideration regarding the acceptance of two tracts of land to be donated to the Town by Drapac for use as a fire station and a public park.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Summary:
Drapac, the developer of the Lyndwood development which has since been renamed Southlight, is proposing to donate two separate tracts of land to the Town. One tract totals approximately 3.35 acres and would be used to build a fire station. The other tract totals approximately 42.48 acres and would be used as a park. The land donation would be in lieu of the payment of impact fees from this development up to the maximum dollar amount established as a part of a separate agreement. Attached are maps showing the proposed locations of the parcels to be donated as well as legal descriptions of the parcels.

The Planning Commission reviewed the obtaining of these parcels, found it to be consistent with the comprehensive plan of the Town, and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Resolution #25-25

2. Lyndwood Donated Land Version 1
3. Proposed Park Map
4. Proposed Park Legal Description
5. Proposed Fire Station Map
6. Proposed Fire Station Legal Description

TOWN OF SMYRNA, TENNESSEE
RESOLUTION 25-25

A RESOLUTION relative to the donation of land to the Town of Smyrna from the Stars and Stripes 3L, LLC.

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, in accordance with 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, Drapac, d/b/a Stars and Stripes 3L, LLC, the developer of the Lyndwood development which has since been renamed Southlight, is proposing to donate two separate tracts of land to the Town. One tract totals approximately 3.35 acres and would be used to build a fire station and the other tract totals approximately 42.48 acres and would be used as a park. The land donation would be in lieu of the payment of impact fees from this development up to the maximum dollar amount established as a part of a separate agreement between the Town and Drapa, d/b/a Stars and Stripes 3L, LLC

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Smyrna, that:

The Town Council hereby formally accepts the donation of property from the Stars and Stripes 3L, LLC, as more specifically described in the attached Exhibit 1.

This resolution shall take effect immediately upon its passage, the public health and welfare of the Town of Smyrna requiring it.

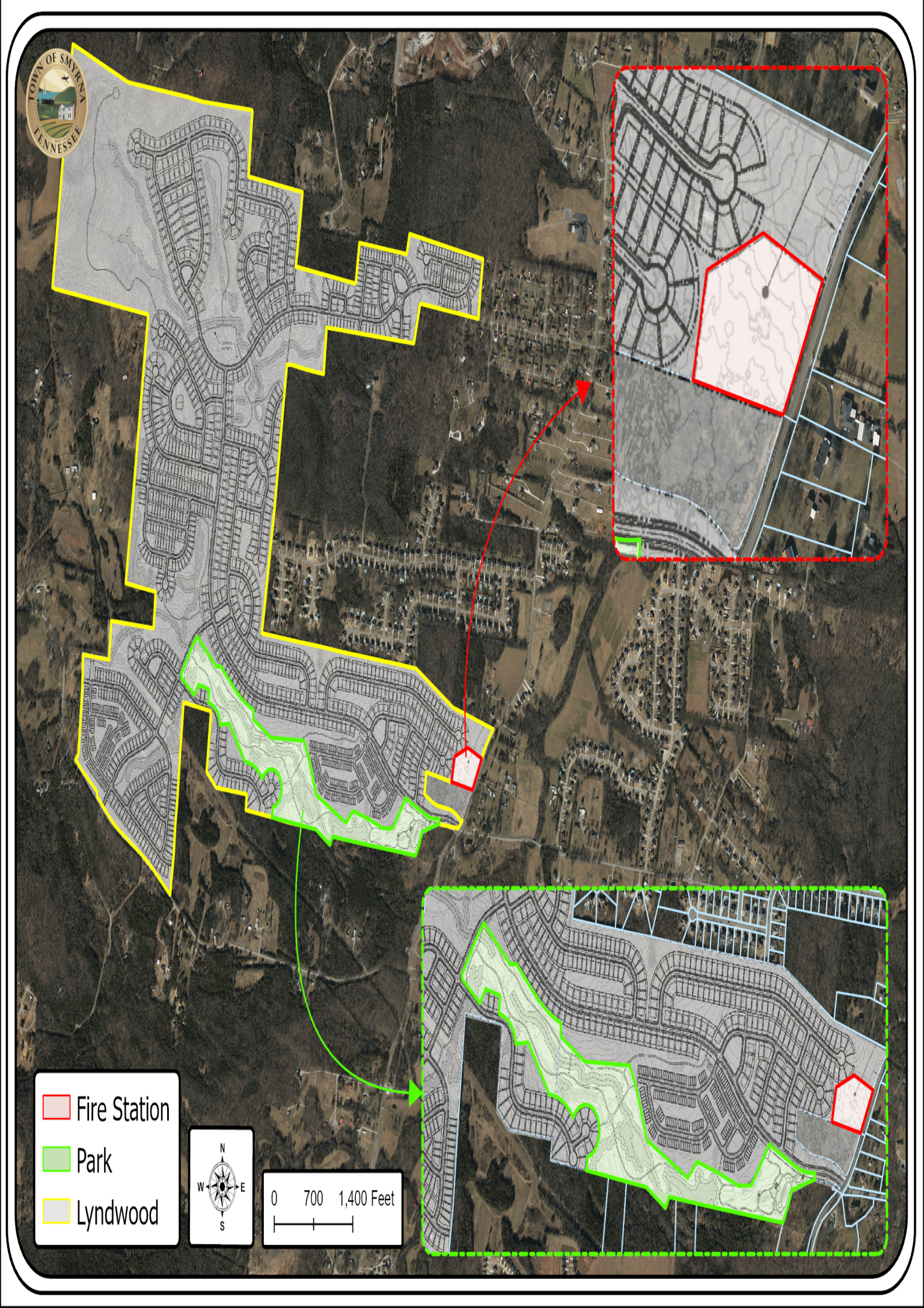
ADOPTED by the Town Council the _____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST: _____

AMBER HOBBS, Town Clerk

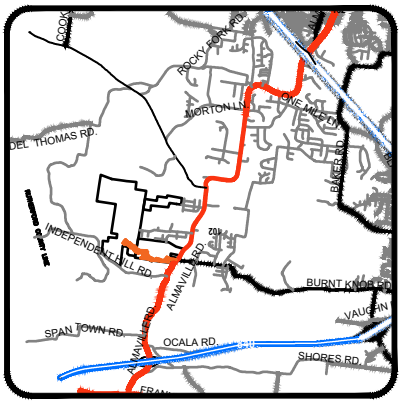

TOWN OF SMYRNA
TENNESSEE
Fire Station
Park
Lyndwood
N
W
E
S
0
700
1,400 Feet

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C10	139.21'	1530.00'	5° 12' 47"	S63° 05' 27"E	139.16'
C11	213.47'	630.00'	19° 24' 49"	S75° 24' 15"E	212.45'

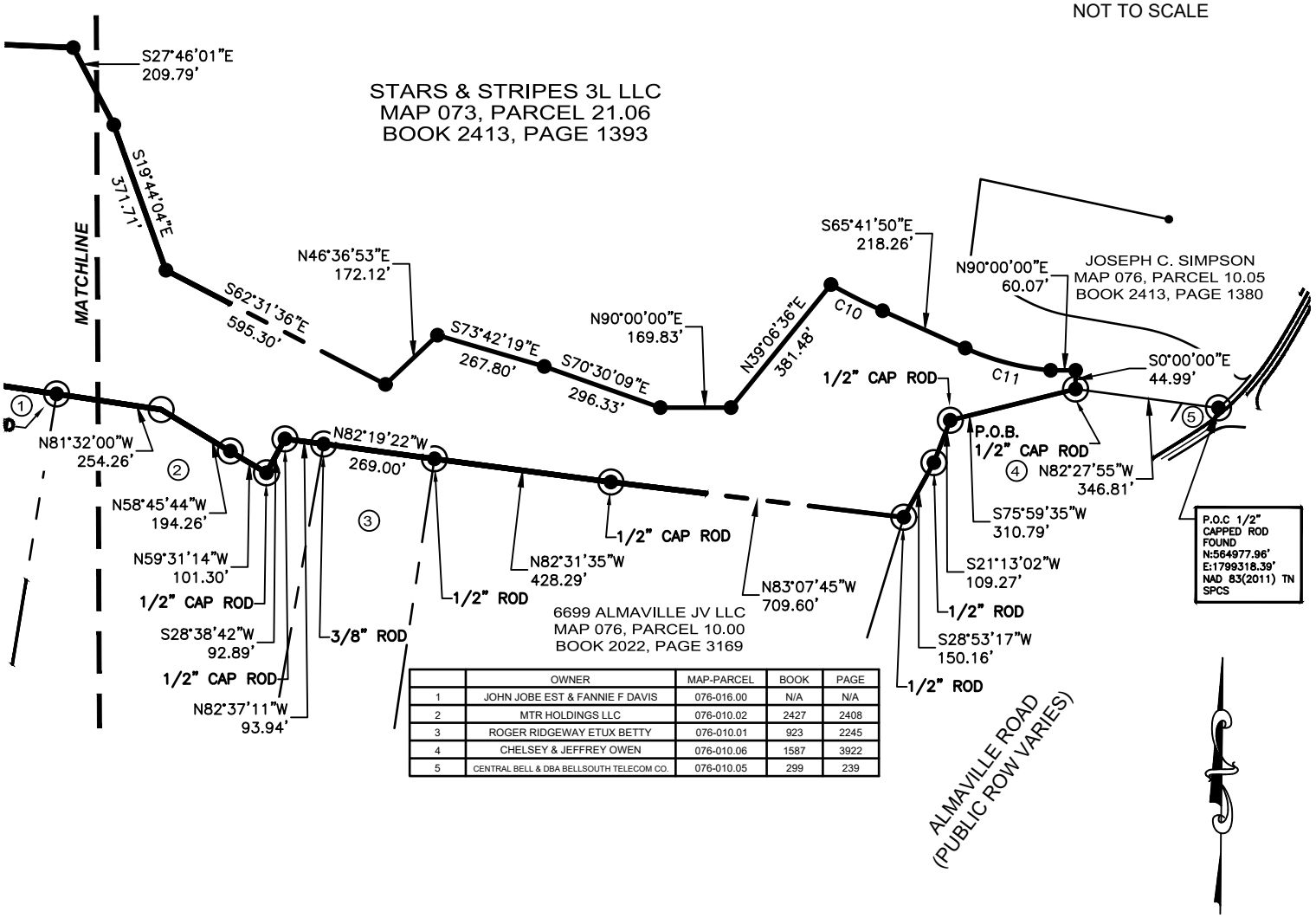
LEGEND

FOUND CORNER

NON-MONUMENTED POINT



VICINITY MAP
NOT TO SCALE



	OWNER	MAP-PARCEL	BOOK	PAGE
1	JOHN JOBE EST & FANNIE F DAVIS	076-016.00	N/A	N/A
2	MTR HOLDINGS LLC	076-010.02	2427	2408
3	ROGER RIDGEWAY ETUX BETTY	076-010.01	923	2245
4	CHELSEY & JEFFREY OWEN	076-010.06	1587	3922
5	CENTRAL BELL & DBA BELLSOUTH TELECOM CO.	076-010.05	299	239

400' 0' 400' 800'

GRAPHIC SCALE

LYNDWOOD PARK EXHIBIT

PARK PROPERTY
42.475 ACRES

PROPERTY LOCATION:
6250 ALMAVILLE RD,
SMYRNA 37167
RUTHERFORD COUNTY, TENNESSEE

DATE	06/06/2025
SCALE:	1" = 400'
DRAWN BY:	AS
JOB NO:	23-2165

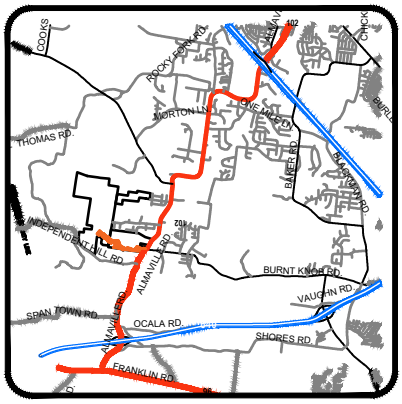
WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental
108 Beasley Drive
Franklin, TN
37064
615.794.2275

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	103.87'	185.00'	32° 10' 09"	N10° 30' 48"E	102.51'
C2	264.68'	185.00'	81° 58' 26"	N42° 14' 13"E	242.68'
C3	397.10'	185.00'	122° 59' 08"	N85° 27' 42"W	325.14'
C4	353.66'	505.00'	40° 07' 31"	N63° 06' 45"W	346.48'
C5	299.91'	225.00'	76° 22' 15"	N41° 52' 21"W	278.19'
C6	39.27'	25.00'	90° 00' 00"	N8° 53' 10"W	35.36'
C7	129.48'	495.00'	14° 59' 16"	N43° 36' 28"E	129.12'
C8	55.34'	1155.00'	2° 44' 43"	S47° 34' 57"E	55.33'
C9	383.95'	1055.00'	20° 51' 08"	S59° 22' 52"E	381.84'

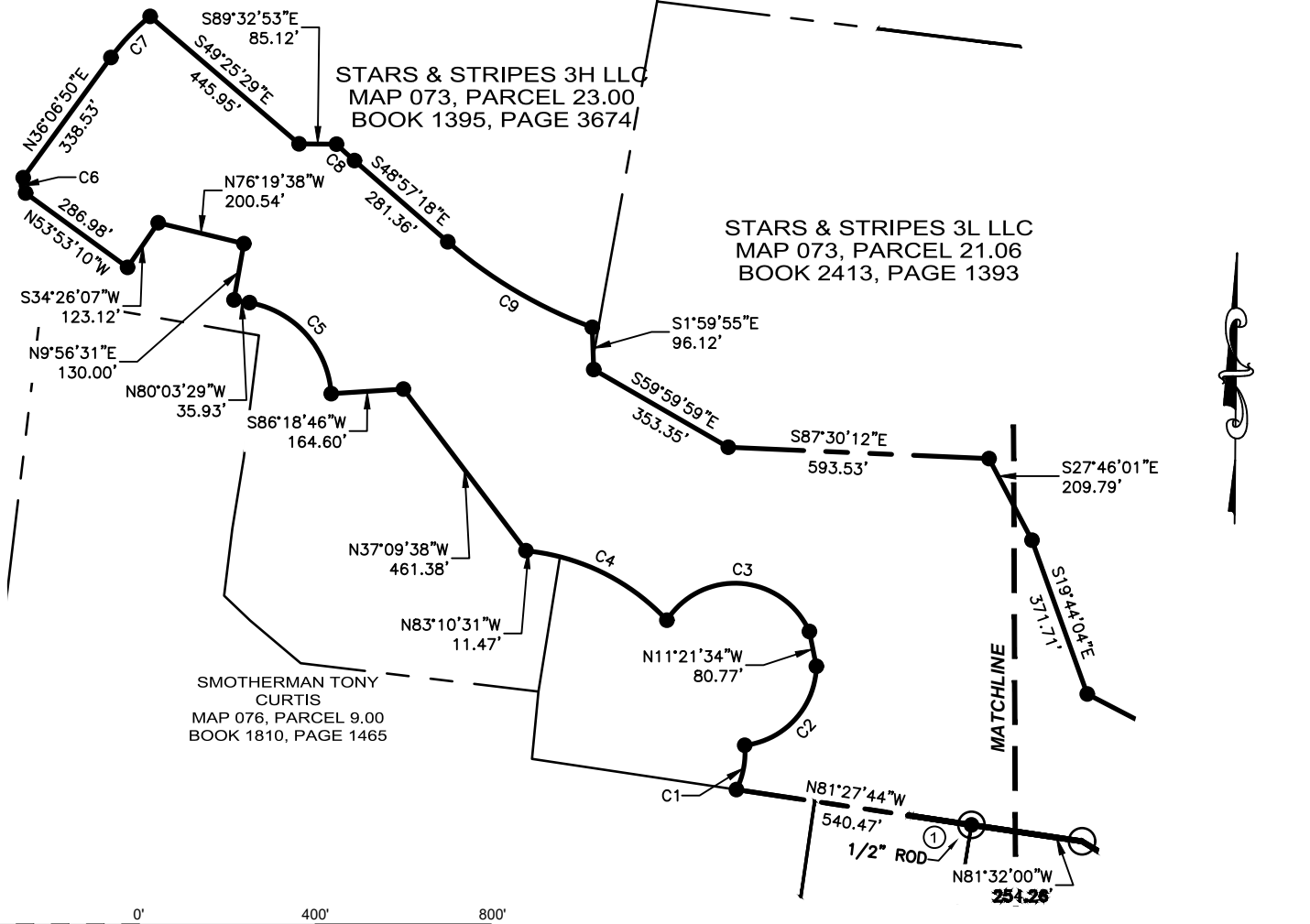
LEGEND

FOUND CORNER

NON-MONUMENTED POINT



VICINITY MAP
NOT TO SCALE



400' 0' 400' 800'

GRAPHIC SCALE

LYNDWOOD PARK EXHIBIT

PARK PROPERTY
42.475 ACRES

PROPERTY LOCATION:
6250 ALMAVILLE RD,
SMYRNA 37167
RUTHERFORD COUNTY, TENNESSEE

DATE	06/06/2025
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WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental
108 Beasley Drive
Franklin, TN
37064
615.794.2275

BEING A CERTAIN TRACT OF LAND IN THE 4TH CIVIL DISTRICT OF RUTHERFORD COUNTY, STATE OF TENNESSEE, SAID TRACT OF LAND BEING BOUNDED ON THE SOUTH BY SOUTH CENTRAL BELL AND DBA BELLSOUTH TELECOM CO. OF RECORD IN BOOK 299 PAGE 239 IN THE REGISTERS OFFICE FOR RUTHERFORD COUNTY, TENNESSEE (R.O.R.C.), BY OWEN CHELSEY MARYANN AND OWEN JEFFREY WILLIAM BOOK 1587, PAGE 3922, R.O.R.C., BY 6699 ALMAVILLE JV LLC BOOK 2022, PAGE 3169, R.O.R.C., BY RIDGEWAY ROGER ETUX BETTY BOOK 923, PAGE 2245, R.O.R.C., BY MTR HOLDINGS LLC BOOK 2427, PAGE 2408, R.O.R.C., BY JOBE JOHN EST AND FANNIE F DAVIS BOOK N/A, PAGE N/A, BY SMOTHERMAN TONY CURTIS BOOK 1810, PAGE, 1465, R.O.R.C.; BOUNDED ON THE EAST BY THE ALMAVILLE ROAD RIGHT OF WAY; BOUNDED ON THE NORTH AND WEST BY THE REMAINING LANDS OF STARS & STRIPES 3L LLC AS OF RECORD BY BOOK 2413, PAGE 1393, R.O.R.C. AND BY STARS & STRIPES 3H LLC AS OF RECORDBY BOOK 1395, PAGE 3674, R.O.R.C. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" CAPPED ROD “910” LYING IN THE WESTERLY RIGHT OF WAY OF SAID ALMAVILLE ROAD, SAID ROD BEING NORTHEAST CORNER OF SOUTH CENTRAL BELL AND DBA BELLSOUTH TELECOM CO., SAID ROD ALSO LYING 25 FEET WEST OF THE CENTERLINE OF SAID ALMALVILLE ROAD, AND HAVING A TENNESSEE STATE PLANE COORDINATE OF NORTH: 564,977.96 FEET EAST: 1,799,318.39 FEET (NAD 83) 2011, U.S. SURVEY FEET;

THENCE, N 82°27’55” W FOR A DISTANCE OF 346.81 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT BEING A ½” CAP ROD FOUND ON THE NORTH LINE OF AFOREMENTIONED CHELSEY & JEFFREY OWEN AND ALSO BEING ALONG THE SOUTH BOUNDARY OF STARS & STRIPES 3L LLC;

THENCE, ALONG THE SOUTHERN BOUNDARY OF STARS & STRIPES 3L LLC, THE FOLLOWING CALLS:

S 75°59’35” W, FOR A DISTANCE OF 310.79 FEET TO A 1/2” CAP ROD FOUND;

S 21°13’02” W, FOR A DISTANCE OF 109.27 FEET TO A 1/2” ROD FOUND;

S 28°53’17” W, FOR A DISTANCE OF 150.16 FEET TO A 1/2” ROD FOUND;

N 83°07’45” W FOR A DISTANCE OF 709.60 FEET TO A 1/2” CAP ROD FOUND;

N 82°31’35” W FOR A DISTANCE OF 428.29 FEET TO A 1/2” ROD FOUND;

N 82°19’22” W FOR A DISTANCE OF 269.00 FEET TO A 3/8” ROD FOUND;

N 82°37’11” W FOR A DISTANCE OF 93.94 FEET TO A 1/2” CAP ROD FOUND;

S 28°38’42” W FOR A DISTANCE OF 92.89 FEET TO A 1/2” CAP ROD FOUND;

N 59°31’14” W FOR A DISTANCE OF 101.30 FEET TO A METAL POST;

N 58°45’44” W FOR A DISTANCE OF 194.26’ TO SET IRON ROD ‘WILSON’;

N 81°32’00” W FOR A DISTANCE OF 254.26 FEET TO A 1/2” ROD FOUND;

N 81°27’44” W FOR A DISTANCE OF 540.47 FEET TO A POINT, SAID POINT BEING ALONG THE NORTH BOUNDARY OF SMOTHERMAN TONY CURTIS;

THENCE, WITH A NEW SEVERANCE LINE ACROSS THE LAND OF STARS & STRIPES 3L LLC AND STARS & STRIPES 3H LLC, THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET, AN ARC LENGTH OF 103.87 FEET, A DELTA ANGLE OF 32°10’09”, a CHORD BEARING OF N 10°30’48 E, AND A CHORD DISTANCE OF 102.51 FEET TO A POINT;

ALONG WITH A CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET, AN ARC LENGTH OF 264.68 FEET, A DELTA ANGLE OF 81°58’26”, A CHORD BEARING OF N 42°14’13” E, AND A CHORD DISTANCE OF 242.68 FEET TO A POINT;

N 11°21’34” W FOR A DISTANCE OF 80.77 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET, AN ARC LENGTH OF 397.10 FEET, A DELTA ANGLE OF 122°59’08”, A CHORD BEARING OF N 85°27’42” W, AND A CHORD DISTANCE OF 325.14 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET, AN ARC LENGTH OF 353.66 FEET, A DELTA ANGLE OF 40°07’31”, A CHORD BEARING OF N 63°06’45” W, AND A CHORD DISTANCE OF 346.48 FEET TO A POINT;

N 83°10’31” W FOR A DISTANCE OF 11.47 FEET TO A POINT;

N 37°09’38” W FOR A DISTANCE OF 461.38, TO A POINT;

S 86°18’46” W FOR A DISTANCE OF 164.60 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 299.91 FEET, A DELTA ANGLE OF 76°22’15”, A CHORD BEARING OF N 41°52’21” W, AND A CHORD DISTANCE OF 278.19 FEET TO A POINT;

N 80°03’29” W FOR A DISTANCE OF 35.93 FEET TO A POINT;

N 9°56’31” E FOR A DISTANCE OF 130.00 FEET TO A POINT;

N 76°19’38” W FOR A DISTANCE OF 200.54 FEET TO A POINT;

S 34°26’01” W FOR A DISTANCE OF 123.12 FEET TO A POINT;

N 53°53’10” W FOR A DISTANCE OF 286.98 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, A DELTA ANGLE OF 90°00’00”, A CHORD BEARING OF N 8°53’10” W, AND A CHORD DISTANCE OF 35.36 FEET TO A POINT;

N 36°06’50” E FOR A DISTANCEOF 338.53, TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 495.00 FEET, AN ARC LENGTH OF 129.48 FEET, A DELTA ANGLE OF 14°59’16”, A CHORD BEARING OF N 43°36’28” E, AND A CHORD DISTANCE OF 129.12 FEET TO A POINT,

S 49°25’29” E FOR A DISTANCE OF 445.95 FEET TO A POINT;

S 89°32’53” E FOR A DISTANCE OF 85.12 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1155.00 FEET, AN ARC LENGTH OF 55.34 FEET, A DELTA ANGLE OF 2°44’43”, A CHORD BEARING OF S 47°34’57” E, AND A CHORD DISTANCE OF 55.33 FEET TO A POINT;

S 48°57’18” E FOR A DISTANCE OF 281.36 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 1055.00 FEET, AN ARC LENGTH OF 383.95 FEET, A DELTA ANGLE OF 20°51’08”, A CHORD BEARING OF S 59°22’52” E, AND A CHORD DISTANCE OF 381.84 FEET TO A POINT;

S 1°59’55” E FOR A DISTANCE OF 96.12 FEET TO A POINT;

S 59°59’59” E FOR A DISTANCE OF 353.35 FEET TO A POINT;

S 87°30’12” E FOR A DISTANCE OF 593.53 FEET TO A POINT;

S 27°46’01” E FOR A DISTANCE OF 209.79 FEET TO A POINT;

S 19°44’04” E FOR A DISTANCE OF 371.71 FEET TO A POINT;

S 62°31’36” E FOR A DISTANCE OF 595.30 FEET TO A POINT;

N 46°36’53” E FOR A DISTANCE OF 172.12 FEET TO A POINT;

S 73°42’19” E FOR A DISTANCE OF 267.80 FEET TO A POINT;

S 70°30’09” E FOR A DISTANCE OF 296.33 FEET TO A POINT;

N 90°00’00” E FOR A DISTANCE OF 169.83 FEET TO A POINT;

N 39°06’36” E FOR A DISTANCE OF 381.48 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 1530.00 FEET, AN ARC LENGTH OF 139.21 FEET, A DELTA ANGLE OF 5°12’47”, A CHORD BEARING OF S 63°05’27” E, AND A CHORD DISTANCE OF 139.16 FEET TO A POINT;

S 65°41’51” E FOR A DISTANCE OF 218.26 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 630.00 FEET, AN ARC LENGTH OF 213.47 FEET, A DELTA ANGLE OF 19°24’49”, A CHORD BEARING OF S 75°24’15” E, AND A CHORD DISTANCE OF 212.45 FEET TO A POINT;

N 90°00’00” E FOR A DISTANCE OF 60.07 FEET TO A POINT;

S 00°00’00” E FOR A DISTANCE OF 44.99 FEET THE POINT OF BEGINNING, CONTAINING 42.475 ACRES OR 1,850,206 SQUARE FEET, MORE OR LESS, ACCORDING TO A SURVEY BY WILSON & ASSOCIATES ON JUNE 2025.

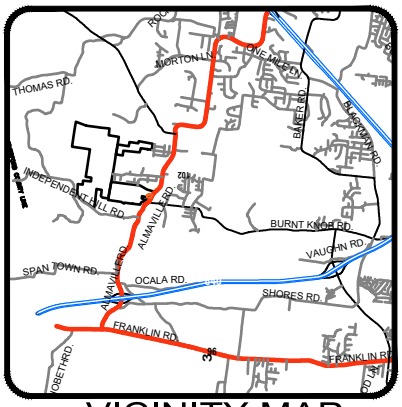
BEING A PORTION OF THE PROPERTY CONVEYED TO STARS & STRIPES 3L LLC AS OF RECORD IN BOOK 2413, PAGE 1393, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE.

LEGEND

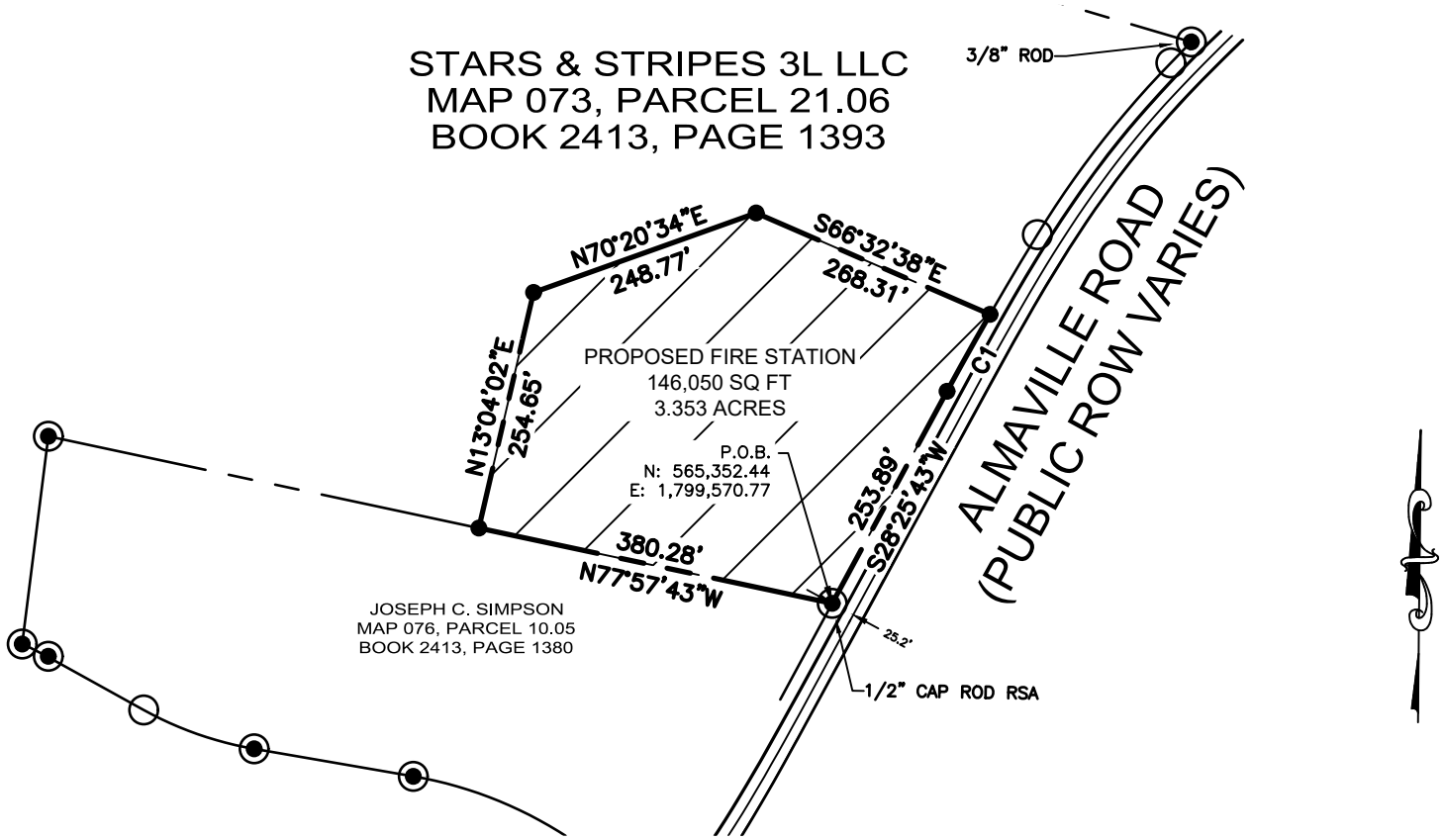
FOUND CORNER

EASEMENT CORNER

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	92.73'	3606.20'	1° 28' 24"	S29° 10' 00"W	92.73'



VICINITY MAP
NOT TO SCALE



200' 0' 100' 200'

GRAPHIC SCALE

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental
108 Beasley Drive
Franklin, TN
37064
615.794.2275

SHEET 1 OF 1

LYNWOOD FIRE STATION

GRANTEE'S PROPERTY

PROPERTY LOCATION:
6250 ALMAVILLE RD,
SMYRNA 37167
RUTHERFORD COUNTY, TENNESSEE

DATE	05/22/2025
SCALE:	1" = 200'
DRAWN BY:	SAM
JOB NO:	23-2165

BEING A CERTAIN TRACT OF LAND IN THE 4TH CIVIL DISTRICT OF RUTHERFORD COUNTY, STATE OF TENNESSEE, SAID TRACT OF LAND BEING BOUNDED ON THE SOUTH BY JOSEPH C SIMPSON OF RECORD IN BOOK 2413, PAGE 1380 IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE (R.O.R.C.); BOUNDED ON THE EAST BY THE CURRENT MARGIN OF ALMAVILLE ROAD RIGHT OF WAY; AND BOUNDED ON THE NORT AND WEST BY THE REMAINING LANDS OF STARS & STRIPES 3L LLC AS OF RECORD IN BOOK 2413, PAGE 1393, R.O.R.C. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" CAPPED IRON ROD “RSA” LYING IN THE WESTERLY RIGHT OF WAY OF SAID ALMAVILLE ROAD, SAID ROD BEING THE NORTHEAST CORNER OF JOSEPH C SIMPSON, SAID ROD ALSO LYING 25 FEET WEST OF THE CENTERLINE OF SAID ALMAVILLE ROAD, AND HAVING A TENNESSEE STATE PLAN COORDINATE OF NORTH: 565,352.44 FEET EAST: 1,799,570.77 FEET (NAD 83) 2011, U.S. SURVEY FEET;

THENCE, ACROSS THE NORTH BOUNDARY OF JOSEPH C SIMPSON, N 77°57'43” W, FOR A DISTANCE OF 380.28 FEET TO A 5/8” CAPPED IRON ROD SET “WILSON”, SAID ROD BEING THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED WITHIN;

THENCE, WITH A NEW SEVERANCE LINE ACROSS THE PROPERTY OF STARS & STRIPES 3L LLC, THE FOLLOWING CALLS:

N 13°04'02” E, FOR A DISTANCE OF 254.65 FEET TO A 5/8” CAPPED IRON ROD SET “WILSON”;

N 70°20'34” E, FOR A DISTANCE OF 248.77 FEET TO A 5/8” CAPPED IRON ROD SET “WILSON”;

S 66°32'38” E, FOR A DISTANCE OF 268.31 FEET TO A 5/8” CAPPED IRON ROD SET “WILSON”, SAID ROD BEING ON THE WESTER MARGIN OF ALMAVILLE ROAD RIGHT OF WAY, SAID ROD BEING THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED WITHIN;

THENCE, WITH THE WESTERN MARGIN OF ALMAVILLE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3606.20 FEET, AN ARC LENGTH OF 92.73 FEET, A DELTA ANGLE OF 01° 28' 24”, A CHORD BEARING OF S 29°10'00” W, AND A CHORD DISTANCE OF 92.73 FEET TO A 5/8” CAPPED IRON ROD SET “WILSON”;

THENCE, CONTINUING WITH THE WESTERN MARGIN OF ALMAVILLE, S 28°25'43” W, FOR A DISTANCE OF 253.89 FEET TO THE POINT OF BEGINNING, CONTAINING 3.353 ACRES OR 146,050 SQUARE FEET, MORE OR LESS, ACCORDING TO A SURVEY BY WILSON & ASSOCIATES ON MAY 2025.

BEING A PORTION OF THE PROPERTY CONVEYED TO STARS & STRIPES 3L LLC AS OF RECORD IN BOOK 2413, PAGE 1393, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.b.
Department: Legal
Date: November 13, 2025

Subject:
Consideration and authorization for the Mayor to execute an agreement between the Town of Smyrna and Stars and Stripes 3H, 3L and 30 relative to Lyndwood.

Fiscal Impact:
Positve $2,348,676

Contract Type:
Original Contract

Contract Term (if applicable):
1. Land Dedication:

Developer will dedicate/donate land within the Lyndwood Development for public benefit
Dedicated land consists of Fire Station Property and Park Property
Developer must transfer the land within 30 days after subdivision plat is recorded

2. Valuation:

Total estimated certified value: $2,348,676 ($340,476 for Fire Station Property, $2,008,200 for Park Property)
No further value estimates will be approved by the Town

3. Impact Fee Offsets:

Public safety impact fees waived up to $340,476 (100% offset allowed by ordinance)
Park impact fees waived up to $2,008,200 (100% offset allowed by ordinance)
Offsets only apply after land is dedicated to the Town
Any fees beyond these thresholds belong to the Town entirely

4. Additional Developer Obligations:

Land clearing and grading assistance for up to 7.5 acres, not exceeding $150,000
Work must be compatible with developer's construction schedule and requires mutual agreement on scope

5. Legal Provisions:

Developer indemnifies Town against claims arising from non-compliance
Developer may assign rights to subsequent owners without Town consent
Town cannot assign its rights or obligations

6. Contract Status:

Agreement dated for 2025
Contains entire understanding between parties and supersedes prior agreements

Background:
The Town has been involved in a Writ of Certiorari action in the Circuit Court pertaining to the contractual vesting of the developer's original PUD. The Court provided a stay on the Planning Commission challenge after both the developer and the Town sought permission to work out an agreeable settlement. The attached settlement has been preferred to the Town Council for approval.

Summary:
The Town will receive dedicated land within the Lyndwood Development valued at $2,348,676, which will be used to construct a fire station ($340,476 value) and a park ($2,008,200 value). The developer will also assist with land clearing and grading of up to 7.5 acres at no cost to the Town (up to $150,000 value). In exchange, the Town will offset equivalent amounts in impact fees that would otherwise be collected from the development. This arrangement provides the Town with valuable public infrastructure and land at no direct cost.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Stars and Stripes and Town of Smyrna Agreement

AGREEMENT
BETWEEN THE TOWN OF SMYRNA AND STARS & STRIPES 3H, LLC, STARS & STRIPES 3L, LLC AND STARS & STRIPES 3O, LLC RELATED TO LYNDWOOD

This contract and agreement made and entered into on September____, 2025, between the Town of Smyrna, 315 S. Lowry Street, Smyrna, Rutherford County, Tennessee (hereinafter the "Town"), a municipal corporation of the State of Tennessee, and Stars & Stripes 3H, LLC, a Delaware limited liability company, Stars & Stripes 3L, LLC, a Delaware limited liability company, and Stars & Stripes 3O, LLC, a Delaware limited liability company (hereinafter collectively referred to as "Developer") having an address of 1031 Marietta Street, Atlanta, Georgia 30318, which contract and agreement is related to the Lyndwood Development, also known as Southlight (hereinafter "Lyndwood" or "Development"):

WHEREAS, the Town of Smyrna Council, on February 9, 2016, approved a development known as Lyndwood, located in Smyrna, TN, and more particularly described on Exhibit A attached hereto and by this reference incorporated herein, subject to certain terms and conditions; and

WHEREAS, Developer desires to dedicate and/or donate land within the Development for public benefit, as more particularly shown on Exhibit B attached hereto and by this reference incorporated herein (the "Dedicated Land"); and

WHEREAS, the Town desires to accept the Dedicated Land for the benefit of its citizens;

WHEREAS, a portion of the Dedicated Land will be used by the Town to construct a fire station (the "Fire Station Property") and the other portion of the Dedicated Land will be used by the Town to construct a park (the "Park Property"); and

WHEREAS, the Town of Smyrna Municipal Code Impact Fee Ordinance, provides that where a development includes or requires a qualifying improvement, the Town and the developer may agree in writing to have the developer dedicate or donate land and the Town and the developer may agree to provide cash reimbursements, offsets, or other appropriate compensation to the developer for the developer's participation under certain terms and conditions; and

WHEREAS, the Town and the Developer desire to enter into such an Impact Fee Development Agreement.

THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration herein received and acknowledged and subject to the terms and conditions stated below, it is agreed by the parties as follows:

1. **Qualifying Improvements**: The parties acknowledge that the Dedicated Land is a "qualifying improvement" as such term is used in the Town of Smyrna Municipal Code Impact Fee Ordinance. Developer agrees to dedicate and/or transfer the Dedicated Land to the Town of Smyrna within 30 days after a subdivision plat has been recorded legally subdividing the Dedicated Land from the balance of Lyndwood.

2. **Estimated Value of Qualifying Improvements**: It is agreed and understood that the value estimate for the costs of the qualifying improvements listed in paragraph #1 (hereinafter referred to as "Qualifying Improvements") shall govern. It is agreed that the estimated certified value, approved by the Town, as total value for the Qualifying Improvements is $2,348,676, with $340,476 being the value of the Fire Station Property and $2,008,200 being the value of the Park Property. By the express terms of this Agreement, no further value estimates shall be approved by the Town.

3. **Credit for Public Safety Impact Fees**: It is agreed by the parties that the Town will waive and offset the collection of public safety impact fees otherwise due for structures obtaining certificates of occupancy in the Lyndwood Development in an amount not to exceed $340,476, which is 100% of the cost as allowed for offsets by the Town of Smyrna Municipal Code, Smyrna Impact Fee Ordinance. Public Safety impact fee offsets shall not be applicable until the Qualifying Improvements are dedicated and/or donated to the Town. Any public safety impact fees owed beyond the $340,476 threshold shall belong to the Town in their entirety.

4. **Reimbursement of Park Impact Fees**: It is agreed by the parties that the Town will waive and offset the collection of park impact fees otherwise due for structures obtaining certificates of occupancy in the Lyndwood Development in an amount not to exceed $2,008,200, which is 100% of the cost as allowed for offsets by the Town of Smyrna Municipal Code, Smyrna Impact Fee Ordinance. Park impact fee offsets shall not be applicable until the Qualifying Improvements are dedicated and/or donated to the Town. Any park impact fees owed beyond the $2,008,200 threshold shall belong to the Town in their entirety.

5. **Indemnification**: Further, it is the specific intent and purpose of this instrument to agree to indemnify and hold harmless the Town of Smyrna, its agents and employees, from and against all claims, suits, damages, costs, losses and expenses, including reasonable attorney's fees, arising out of or connected with the failure of Developer to comply with the terms and conditions of this Agreement.

6. **Assignment:** Developer may transfer or assign the rights and obligations of Developer under this Agreement, in whole or in part, in writing, to any subsequent owner of all or any part of the Development, without consent from the Town. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties hereto and their successors and assigns. The Town shall not have the right to assign rights, its duties or obligations under this Agreement.

7. **Land Clearing and Grading Assistance**: Developer agrees to cooperate with the Town regarding land clearing and grading of a portion of the Dedicated Land, up to seven and one half (7.5) acres, specifically including the Fire Station Property and Park Property. Such work shall be timed in coordination with Developer's development activities on adjacent or surrounding portions of the Lyndwood Development. The specific scope, timing, and cost allocation for any such clearing and grading work shall be determined through good faith negotiations between the parties based on final engineering plans and shall be documented in a separate written agreement, provided, however, that the Developer's responsibilities for clearing and grading shall not exceed the lesser of a) the actual cost to clear and grade up to seven and one half (7.5) acres in total area, or b) One Hundred Fifty Thousand and No/100 Dollars ($150,000.00). Developer's obligations under this paragraph are contingent upon: (a) compatibility with Developer's construction schedule and phasing plans, and (b) mutual agreement on the scope and cost allocation.

8. **Entire Agreement**: This Agreement 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. This Agreement supersedes all prior 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.

[*Signatures on following page*]

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

STARS & STRIPES 3H, LLC,
a Delaware limited liability company

By: DSSIII Holding Co, LLC, a Delaware limited liability company, **its Managing Member**

By: _____
Name: Amanda Avery
Title: Manager

STARS & STRIPES 3L, LLC,
a Delaware limited liability company

By: DSSIII Holding Co, LLC, a Delaware limited liability company, **its Managing Member**

By: _____
Name: Amanda Avery
Title: Manager

STARS & STRIPES 3O, LLC,
a Delaware limited liability company

By: DSSIII Holding Co, LLC, a Delaware limited liability company, **its Managing Member**

By: _____
Name: Amanda Avery
Title: Manager

TOWN OF SMYRNA, TENNESSEE

By: _____
Name: Mary Esther Reed
Title: Mayor

ATTEST: _____
Amber Hobbs, Town Clerk

STATE OFGEORGIA)

: ss

COUNTY OF FULTON)

Before me, the undersigned notary public, personally appeared Amanda Avery, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the president, or other officer authorized to execute the instrument, of DSSIII Holding Co, LLC, the managing member of Stars & Stripes 3H, LLC, Stars & Stripes 3L, LLC and Stars & Stripes 3O, LLC the within named bargainer and that such person as such officer executed the foregoing instrument for the purposes therein contained by personally signing his/her name in such person's capacity as such officer.

Witness my hand and seal this 26th day of September, 2025.

Notary Public

My Commission Expires: April 11, 2029 (seal)

MILLION F TSEGAY
NOTARY PUBLIC
DEKALB COUNTY, GA
MY COMMISSION EXPIRES
APRIL
11
2029

EXHIBIT A

LYNDWOOD DEVELOPMENT

TRACT 1

LAND IN RUTHERFORD COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:
BEING A CERTAIN TRACT OF LAND LOCATED IN THE FOURTH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE.

BEING BOUNDED ON THE NORTH BY JEFFREY L. ADCOCK OF RECORD IN RECORD BOOK 562, PAGE 602, LARRY D. & DONNA P. WILSON OF RECORD IN RECORD BOOK 525, PAGE 2136, HOWARD G. BRONS, JR. AND SHEILA M. BRONS OF RECORD IN RECORD BOOK 683, PAGE 2530, AND BY ROY A. JOHNSON AND KARYN JOHNSON TRUSTEE OF RECORD IN RECORD BOOK 444, PAGE 297, ON THE EAST BY CHRISTOPHER COOLEY AND BETTY COOLEY OF RECORD IN RECORD BOOK 689, PAGE 3663, DAVID L. LAWSON OF RECORD IN RECORD BOOK 506, PAGE 359, BANK OF NEW YORK TRUSTEE OF RECORD IN RECORD BOOK 699, PAGE 1463, W. H. EASON JR., ETAL KERRY H. VAUGHAN OF RECORD IN RECORD BOOK 737, PAGE 1354, GEORGE R. WALLS OF RECORD IN RECORD BOOK 162, PAGE 566, STONEWOOD SUBDIVISION, SECTION FOUR (NOT OF RECORD THIS DATE), AMNON SHREIBMAN, TRUSTEE OF RECORD IN RECORD BOOK 678, PAGE 1227, AND BY AUBREY D. SMOTHERMAN AND ANNIE HALE SMOTHERMAN OF RECORD IN RECORD BOOK 402, PAGE 1993, ON THE SOUTH BY INDEPENDENT HILL ROAD (RIGHT-OF-WAY VARIES) AND BY SCOTT BURNETT OF RECORD IN DEED BOOK 627, PAGE 284, ON THE WEST BY LOYD E. RICHARDSON, JR. AND CONNIE RICHARDSON OF RECORD IN RECORD BOOK 277, PAGE 1349, RANDALL RICHARDSON AND DONNA J. RICHARDSON OF RECORD IN RECORD BOOK 498, PAGE 560, FRANCES E. LEE AND MELVIN LOUIS LEE OF RECORD IN WILL BOOK 21, PAGE 633, CHRIS B. HORTON AND HALLIE B. HORTON OF RECORD IN DEED BOOK 28, PAGE 1373, CATHERINE B. SHANNON OF RECORD IN RECORD BOOK 29, PAGE 2732, AND BY CHARLES MASON LEE OF RECORD IN WILL BOOK 18, PAGE 314, ALL OF RECORD IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE, AND
BEING MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION; BASED ON A SURVEY PREPARED BY RAGAN SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TN, TELEPHONE 615-244-8591, KEVIN L. BIRDWELL, RLS#1979, AND PROCEEDING AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY RIGHT-OF-WAY (R.O.W.) OF SAID INDEPENDENT HILL ROAD AND BEING A SOUTHEASTERLY CORNER OF THE SUBJECT TRACT; THENCE, WITH THE NORTHERLY (R.O.W.) OF SAID INDEPENDENT HILL ROAD FOR THE NEXT SIX CALLS:

1.NORTH 50 DEGREES 28 MINUTES 06 SECONDS WEST, 336.55 FEET TO AN IRON ROD (NEW);
2. ALONG A CURVE TO THE LEFT WITH AN INTERIOR ANGLE OF 9 DEGREES 15 MINUTES 06 SECONDS, A RADIUS OF 2152.30 FEET, AN ARC LENGTH OF 347.54 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 55 DEGREES 05 MINUTES 39 SECONDS WEST, 347.16 FEET, TO AN IRON ROD (NEW);
3. NORTH 59 DEGREES 43 MINUTES 12 SECONDS WEST, 390.10 FEET TO AN IRON ROD (NEW);
4. ALONG A CURVE TO THE RIGHT WITH AN INTERIOR ANGLE OF 12 DEGREES 21 MINUTES 04 SECONDS, A RADIUS OF 1222.67 FEET, AN ARC LENGTH OF 263.56 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 53 DEGREES 2 MINUTES 40 SECONDS WEST, 263.05 FEET, TO AN IRON ROD (NEW); THENCE,
5. NORTH 47 DEGREES 22 MINUTES 08 SECONDS WEST, 128.85 FEET TO AN IRON ROD (NEW);
6. ALONG A CURVE TO THE LEFT WITH AN INTERIOR ANGLE OF 00 DEGREES 38 MINUTES 27 SECONDS, A RADIUS OF 14179.06 FEET, AN ARC LENGTH OF 158.61 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES 41 MINUTES 22 SECONDS WEST, 158.61 FEET, TO AN IRON ROD (NEW);
THENCE, LEAVING SAID NORTHERLY (R.O.W.) AND WITH THE CENTERLINE OF THE OLD ABANDONED INDEPENDENT HILL ROAD AND THE NORTHERLY LINE OF SAID BURNETT PROPERTY FOR THE NEXT FOUR CALLS:

1. NORTH 04 DEGREES 58 MINUTES 34 SECONDS EAST 39.81 FEET TO AN IRON ROD (NEW);

2. NORTH 47 DEGREES 03 MINUTES 14 SECONDS WEST 21.98 FEET TO AN IRON ROD (NEW);
3. NORTH 52 DEGREES 02 MINUTES 18 SECONDS WEST 313.18 FEET TO AN IRON ROD (NEW);
4. NORTH 49 DEGREES 07 MINUTES 22 SECONDS WEST 166.97 FEET TO AN IRON ROD (NEW); SAID IRON ROD BEING THE SOUTHWEST CORNER OF THE SUBJECT TRACT AND THE SOUTHEAST CORNER OF SAID LOYD AND CONNIE RICHARDSON PROPERTY; THENCE, WITH THE EASTERLY LINE OF SAID RICHARDSON PROPERTY, NORTH 43 DEGREES 44 MINUTES 49 SECONDS EAST 73.33 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON STEELE; THENCE, NORTH 06 DEGREES 49 MINUTES 01 SECONDS EAST 280.69 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON STEELE, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID LOYD AND CONNIE RICHARDSON PROPERTY, AND THE SOUTHEAST CORNER OF SAID RANDALL AND DONNA RICHARDSON PROPERTY; THENCE, WITH THE WESTERLY LINE OF SAID RANDALL AND DONNA RICHARDSON FOR THE NEXT 3 CALLS:

1. NORTH 05 DEGREES 51 MINUTES 45 SECONDS EAST 209.54 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON STEELE;
2. NORTH 05 DEGREES 51 MINUTES 27 SECONDS EAST 182.91 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON STEELE;
3. NORTH 01 DEGREES 53 MINUTES 53 SECONDS EAST 303.09 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON STEELE. SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID RANDALL AND DONNA RICHARDSON'S PROPERTY;
THENCE, WITH THE SOUTHERLY LINE OF SAID FRANCES E. LEE AND MELVIN LOUIS LEE PROPERTY, SOUTH 83 DEGREES 47 MINUTES 49 SECONDS EAST 470.63 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON STEELE, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID LEE PROPERTY; THENCE, WITH THE EASTERLY LINE OF SAID LEE PROPERTY, NORTH 05 DEGREES 47 MINUTES 10 SECONDS EAST 381.24 FEET
TO AN IRON ROD (OLD) STAMPED HUDDLESTON STEELE, SAID IRON ROD BEING THE NORTHEASTERLY CORNER OF SAID LEE PROPERTY AND A POINT IN THE SOUTHERLY LINE OF SAID HORTON PROPERTY;
THENCE, WITH THE BOUNDARY LINE OF SAID HORTON PROPERTY FOR THE NEXT FOUR CALLS:

1. SOUTH 84 DEGREES 16 MINUTES 25 SECONDS EAST 759.39 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON STEELE, SAID IRON ROD BEING A SOUTHEAST CORNER OF SAID HORTON PROPERTY;
2. NORTH 05 DEGREES 45 MINUTES 11 SECONDS EAST 361.38 FEET TO AN IRON ROD(OLD) STAMPED HUDDLESTON STEELE;
3. NORTH 81 DEGREES 04 MINUTES 53 SECONDS WEST 540.19 FEET TO AN IRON ROD STAMPED RLS #1441;
4. NORTH 08 DEGREES 50 MINUTES 37 SECONDS EAST 530.83 FEET TO AN IRON ROD STAMPED RLS #1441, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID SHANNON PROPERTY; THENCE, WITH THE EASTERLY LINE OF SAID SHANNON PROPERTY, NORTH 08 DEGREES 31 MINUTES 25 SECONDS EAST 704.84 FEET TO AN IRON ROD STAMPED RLS #1441; THENCE, NORTH 08 DEGREES 40 MINUTES 32 SECONDS EAST 371.07 FEET TO AN IRON ROD STAMPED RLS #1441, SAID IRON ROD BEING THE NORTHEASTERLY CORNER OF SAID SHANNON PROPERTY AND A EASTERLY CORNER OF SAID HORTON PROPERTY; THENCE, WITH THE HORTON PROPERTY LINE FOR THE NEXT FIVE CALLS:

1. NORTH 09 DEGREES 14 MINUTES 08 SECONDS EAST 527.64 FEET TO AN IRON ROD (OLD) STAMPED RLS #1441;
2. NORTH 08 DEGREES 11 MINUTES 38 SECONDS EAST 514.64 FEET TO AN IRON ROD (OLD) STAMPED RLS#1441;
3. NORTH 81 DEGREES 18 MINUTES 22 SECONDS WEST 699.59 FEET TOA 3/8" IRON PIPE;
4. NORTH 81 DEGREES 32 MINUTES 11 SECONDS WEST 969.20 FEET TO AN IRON ROD (OLD) STAMPED RLS #1441;
5. NORTH 73 DEGREES 24 MINUTES 54 SECONDS WEST 61.05 FEET TO AN IRON ROD (OLD) STAMPED RLS #669, SAID IRON ROD BEING A NORTHWESTERLY CORNER OF SAID HORTON PROPERTY AND A NORTHEASTERLY CORNER OF SAID CUTLIP PROPERTY, AND THE SOUTHEASTERLY CORNER OF SAID CHARLES MASON LEE PROPERTY; THENCE,
WITH THE EASTERLY LINE OF SAID LEE PROPERTY, NORTH 08 DEGREES 28 MINUTES 42 SECONDS EAST 1571.66 FEET TO A ½" IRON ROD (OLD); THENCE, NORTH 09 DEGREES 10 MINUTES 51 SECONDS EAST 825.66 FEET TO A ½" IRON ROD (OLD), SAID IRON ROD BEING THE

SOUTHWESTERLY CORNER OF SAID ADCOCK PROPERTY, AND THE NORTHWESTERLY CORNER OF THE SUBJECT TRACT; THENCE, WITH THE SOUTHERLY LINE OF SAID ADCOCK PROPERTY FOR THE NEXT FOUR CALLS:

1. SOUTH 69 DEGREES 25 MINUTES 50 SECONDS EAST 738.42 FEET TO A ½" IRON ROD (OLD);
2. SOUTH 69 DEGREES 24 MINUTES 39 SECONDS EAST 267.17 FEET TO AN IRON ROD STAMPED RLS #1529;
3. SOUTH 69 DEGREES 27 MINUTES 57 SECONDS EAST 50.02 FEET TO A½" IRON ROD (OLD);
4. SOUTH 81 DEGREES 38 MINUTES 45 SECONDS EAST 86.54 FEET TO A ½" BENT IRON ROD (OLD), SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID ADCOCK PROPERTY AND THE SOUTHWEST CORNER OF SAID WILSON PROPERTY; THENCE,

WITH THE SOUTHERLY LINE OF SAID WILSON PROPERTY SOUTH 82 DEGREES 27 MINUTES 03 SECONDS EAST 25.10 FEET TO AN IRON ROD (OLD) STAMPED RLS #669, SAID IRON ROD BEING THE SOUTHEASTERLY CORNER OF A RIGHT-OF-WAY EASEMENT OF RECORD IN RECORD BOOK 375, PAGE 23; THENCE, SOUTH 82 DEGREES 21 MINUTES 16 SECONDS EAST 954.00 FEET TO A 5/8" IRON ROD (OLD), SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID WILSON PROPERTY AND THE SOUTHWEST CORNER OF SAID BRONS PROPERTY; THENCE, WITH THE SOUTHERLY LINE OF SAID BRONS PROPERTY FOR THE NEXT THREE CALLS:

1. SOUTH 80 DEGREES 11 MINUTES 32 SECONDS EAST 279.58 FEET TO A ½" IRON ROD (OLD);
2. SOUTH 85 DEGREES 01 MINUTES 57 SECONDS EAST 173.87 FEET TO A 3/8" IRON PIPE;
3. SOUTH 84 DEGREES 20 MINUTES 34 SECONDS EAST 79.54 FEET TO A ½" IRON ROD (OLD), SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID BRONS PROPERTY, AND THE SOUTHWEST CORNER OF SAID JOHNSON PROPERTY; THENCE, WITH THE SOUTHERLY LINE OF SAID JOHNSON PROPERTY, SOUTH 84 DEGREES 42 MINUTES 08 SECONDS EAST 619.98 FEET TO A ½" IRON ROD (OLD), SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID BRONS PROPERTY AND LYING IN THE WESTERLY LINE OF SAID COOLEY PROPERTY;

THENCE, WITH THE WESTERLY LINE OF SAID COOLEY PROPERTY, SOUTH 58 DEGREES 47 MINUTES 54 SECONDS EAST 21.15 FEET TO A 3/8" IRON PIPE; THENCE, SOUTH 07 DEGREES 10 MINUTES 12 SECONDS WEST 170.22 FEET TO AN IRON ROD (OLD) STAMPED RLS #1551, SAID IRON ROD BEING THE SOUTHWESTERLY CORNER OF SAID COOLEY PROPERTY AND THE NORTHWESTERLY CORNER OF SAID LAWSON PROPERTY; THENCE, WITH THE WESTERLY LINE OF SAID LAWSON PROPERTY, SOUTH 05 DEGREES 44 MINUTES 38 SECONDS WEST 475.46 FEET TO AN IRON ROD (OLD) STAMPED RLS #1551, SAID IRON ROD BEING THE SOUTHWESTERLY CORNER OF SAID LAWSON PROPERTY;

THENCE, WITH THE SOUTHERLY LINE OF SAID LAWSON PROPERTY, SOUTH 81 DEGREES 21 MINUTES 18 SECONDS EAST 973.69 FEET TO AN IRON ROD (OLD) STAMPED DOYLE-ELKINS SAID IRON ROD BEING THE NORTHWESTERLY CORNER OF SAID BANK OF NEW YORK PROPERTY; THENCE, WITH THE WESTERLY LINE OF SAID BANK OF NEW YORK PROPERTY, SOUTH 08 DEGREES 39 MINUTES 01 SECONDS WEST 333.92 FEET TO A ½" IRON ROD (OLD), SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID BANK PROPERTY AND NORTHWEST CORNER OF SAID VAUGHAN PROPERTY;

THENCE, WITH THE WESTERLY LINE OF SAID VAUGHAN PROPERTY, SOUTH 09 DEGREES 37 MINUTES 26 SECONDS WEST 1370.55 FEET TO A ½" IRON ROD (OLD), SAID IRON ROD BEING THE SOUTHWESTERLY CORNER OF SAID VAUGHAN PROPERTY AND THE NORTHWEST CORNER OF SAID WALLS PROPERTY; THENCE, WITH THE WESTERLY LINE OF SAID WALLS PROPERTY, SOUTH 07 DEGREES 40 MINUTES 55 SECONDS WEST 49.30 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON-STEELE; THENCE, SOUTH 09 DEGREES 05 MINUTES 29 SECONDS WEST 520.85 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON-STEELE; THENCE, SOUTH 08 DEGREES 50 MINUTES 58 SECONDS WEST 876.13 FEET SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID WALLS PROPERTY AND THE NORTHWEST CORNER OF SAID STONEWOOD SUBDIVISION; THENCE, WITH THE WESTERLY LINE OF SAID STONEWOOD SUBDIVISION, SOUTH 10 DEGREES 39 MINUTES 43 SECONDS WEST 1211.52 FEET TO AN IRON ROD (NEW), SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID STONEWOOD SUBDIVISION, AND THE NORTHWEST CORNER OF SAID SHREIBMAN PROPERTY; THENCE, WITH THE WESTERLY LINE OF SAID SHREIBMAN PROPERTY FOR THE NEXT SIX CALLS:

1. SOUTH 10 DEGREES 13 MINUTES 39 SECONDS WEST 641.55 FEET TO AN IRON ROD (NEW);
2. SOUTH 10 DEGREES 08 MINUTES 31 SECONDS WEST 51.21 FEET TO AN IRON ROD (NEW);
3. SOUTH 09 DEGREES 52 MINUTES 27 SECONDS WEST 290.80 FEET TO AN IRON ROD (NEW);
4. SOUTH 09 DEGREES 53 MINUTES 22 SECONDS WEST 63.41 FEET TO AN IRON ROD (NEW);

5. SOUTH 09 DEGREES 03 MINUTES 58 SECONDS WEST 163.35 FEET TO AN IRON ROD (NEW);
6. SOUTH 09 DEGREES 04 MINUTES 11 SECONDS WEST 382.57 FEET TO AN IRON ROD (NEW);
THENCE, LEAVING SAID SHREIBMAN PROPERTY AND ALONG THE SMOTHERMAN PROPERTY FOR THE NEXT TEN CALLS:

1. NORTH 83 DEGREES 11 MINUTES 39 SECONDS WEST 544.63 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON-STEELE;
2. NORTH 49 DEGREES 47 MINUTES 40 SECONDS WEST 150.47 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON-STEELE;
3. NORTH 46 DEGREES 20 MINUTES 56 SECONDS WEST 81.81 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON-STEELE;
4. NORTH 07 DEGREES 01 MINUTES 52 SECONDS EAST 153.66 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON-STEELE;
5. NORTH 09 DEGREES 11 MINUTES 57 SECONDS EAST 162.36 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON-STEELE;
6. NORTH 07 DEGREES 00 MINUTES 34 SECONDS EAST 281.23 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON-STEELE;
7. NORTH 80 DEGREES 05 MINUTES 27 SECONDS WEST 500.53 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON-STEELE;
8. SOUTH 06 DEGREES 44 MINUTES 08 SECONDS WEST 678.55 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON-STEELE;
9. SOUTH 06 DEGREES 20 MINUTES 25 SECONDS WEST 708.00 FEET TO AN IRON ROD (OLD) STAMPED HUDDLESTON-STEELE;
10. SOUTH 09 DEGREES 11 MINUTES 17 SECONDS WEST 505.08 FEET TO THE POINT OF BEGINNING, AND CONTAINS AN AREA OF 21,086,889 SQUARE FEET, OR 484.088 ACRES MORE OR LESS AS CALCULATED BY THE ABOVE COURSES AND DISTANCES.

TRACT 2

Parcel 1:

Being a certain tract of land in the 4th Civil District of Rutherford County, State of Tennessee, said Tract of land being bounded on the North by Parks-Harney Investments, LLC, of record in Record Book 162, page 1667, Register's Office for Rutherford County, Tennessee (R.O.R.C., TN) and by Stonewood Subdivision, Section Two of record in Plat Book 28, page 290, and by Joseph Cleveland Simpson of record in Deed Book 163, page 400, and by Terry Lee Tucker, and wife, Ginger Cunningham Tucker of record in Deed Book 268, page 825, on the East by Almaville Road (50' right of way), and by said Joseph Cleveland Simpson, on the South by William Curlee and wife Mary Curlee of record in Deed Book 384, page 302, and by Michael Weems and wife, Katrina Dianne Weems of record in Deed Book 525, page 631 and by Donald Allen McMahon of record in Deed Book 341, page 310 and by the John Jobe Estate Deed source unavailable, and by Audrey D. Smotherman of record in Record Book 149, page 112, and on the West by Horizon Land LLC of record in Deed Book 302, page 784, all found in the Register's Office for Rutherford County, Tennessee (R.O.R.C., TN) and being more particularly described as follows:

Beginning at an iron rod (old) with cap stamped "RLS #910" in the westerly right of way of Almaville Road said iron rod lying 25 feet west of the centerline of said Almaville Road and being North 30Â° 46' East, 267.4 feet from the centerline intersection of Almaville Road and Manson Pike; thence,

Leaving said right of way and along the northerly property line of said Simpson Property, North 77Â° 57' 28" West, 781.53 feet to an iron rod (old) with cap stamped "RLS #910" said iron rod being the northwesterly corner of said Simpson property; thence,

With the westerly property line of said Simpson property, South 07Â° 08' 17" West, 423.06 feet to an iron rod (old) with cap stamped "RLS #910", said iron rod being the southwesterly corner of said Simpson property and being a northerly corner to said Curlee property; thence,

With said Curlee property for the next 4 calls:

1. South 21Â° 19' 17" West, 108.91 feet to an iron rod (old) with cap stamped "RLS #910"; thence,

2. South 28Â° 53' 13" West, 150.16 feet to an iron rod (old) with cap stamped "RLS #910"; thence,

3. North 83Â° 07' 49" West, 709.60 feet to an iron rod (old) with cap stamped "RLS #910", thence,

4. North 82Â° 31' 39" West, 428.29 feet to an iron rod (old) with cap stamped "RLS #910" and being the northwesterly corner of said Curlee property and the northeasterly corner of said Weems property; thence,

With the northerly property line of said Weems property, North 82Â° 19' 26" West, 269.00 feet to a 3/8" iron pipe, and being the northwesterly corner of said Weems property and the northeasterly property of said McMahon property; thence,

With the northerly line of said McMahon property for the next five calls:

1. North 82Â° 37' 15" West, 93.94 feet to an iron rod (old) with cap stamped "RLS #910", thence,

2. South 28Â° 38' 38" West, 92.89 feet to a metal fence post; thence,

3. North 59Â° 31' 18" West, 101.30 feet to a metal fence post; thence,

4. North 58Â° 45' 48" West, 194.26 feet to a 3/8" iron pipe; thence,

5. North 81Â° 32' 04" West, 254.26 feet to a 1/2" iron rod (old) and being the northeasterly corner of said John Jobe Estate; thence,

With the northerly line of said John Jobe Estate, North 81Â° 27' 48" West, 1010.54 feet to an iron rod (old) with cap stamped "RLS #910", and being the southwesterly corner of the herein described tract of land and a northerly corner of said Smotherman tract; thence,

With said Smotherman tract, North 05Â° 28' 12" East, 153.88 feet to an iron rod (old) with cap stamped "H&S" and being the southeasterly corner of said Horizon Land LLC property; thence,

With the westerly line of said Horizon Land LLC property for the next six calls:

1. North 09Â° 04' 11" East, 382.57 feet to an iron rod (old) with cap stamped "H&S"; thence,

2. North 09Â° 03' 58" East, 163.35 feet to an iron rod (old) with cap stamped "H&S"; thence,

3. North 09Â° 53' 22" East, 63.41 feet to an iron rod (old) with cap stamped "H&S" thence,

4. North 09Â° 52' 22" East, 290.80 feet to an iron rod (old) with cap stamped "H&S" at a 22" Cedar tree; thence,

5. North 10Â° 08' 31" East, 51.21 feet to an iron rod (old) with cap stamped "RLS #910"; thence,

6. North 10Â° 13' 39" East, 641.55 feet to a 1/2" iron rod (old) and being the southwesterly property corner of said Parks-Harney Investments and the northwest corner of the herein described tract of land; thence,

With the southerly line of said Parks-Harney Investments, South 82Â° 56' 36" East, 764.42 feet to an iron rod (old) with cap stamped "H&S"; thence,

Continuing along said Parks-Harney Investments southerly line, South 83Â° 12' 41" East, 214.89 feet to an iron rod (old) with cap stamped "H&S"; thence,

South 82Â° 25' 07" East, 433.37 feet to an iron rod (old) with cap stamped "H&S"; thence,

South 83Â° 08' 57" East, 201.12 feet to an iron rod (old) with cap stamped "SEC, Inc.", and being the southeasterly corner of said Parks-Harney Investments, and the southwesterly corner of said Stonewood Subdivision; thence,

With the southerly line of said Stonewood Subdivision, and the southerly line of Lots 114-118, South 83Â° 05' 04" East, 449.43 feet to an iron rod (old) with cap stamped "H&S"; thence,

With the southerly line of Lots 118-122, the southerly terminus of Woodcliff Drive, a (50' right of way) and the southerly line of Lot 123, South 82Â° 51' 55" East, 718.45 feet to an iron rod (old) with cap stamped "H&S" and being the southeasterly corner of said Stonewood Subdivision and the southwesterly corner of said Simpson Property; thence,

With the southerly line of said Simpson Property, South 59Â° 39' 21" East, 759.06 feet to a 1/2" iron rod (old) and being the southeasterly corner of said Simpson Property and the southwesterly corner of said Tucker Property; thence,

With the southerly line of Tucker Property, South 73Â° 35' 39" East, 756.33 feet to a 3/8" iron rod (old) lying in the westerly right of way of said Almaville Road; thence,

With the westerly right of way of said Almaville Road for the next five calls:

1. South 44Â° 14' 02" West, 30.77 feet to an iron rod (new) with cap stamped "RSA"; thence,

2. Along a curve to the left with an interior angle of 12Â° 46' 48", a radius of 1028.75 feet, an arc length of 229.47 feet and a chord bearing and distance of South 37Â° 50' 38" West, 228.99 feet to an iron rod (new) with cap stamped "RSA"; thence,

3. Along a curve to the left with an interior angle of 3Â° 01' 29", a radius of 3606.20 feet, an arc length of 190.38 feet, and a chord bearing and distance of South 29Â° 56' 30" West, 190.36 feet to an iron rod (new) with cap stamped "RSA"; thence,

4. South 28Â° 25' 46" West, 368.92 feet to an iron rod (new) with cap stamped "RSA"; thence,

5. Along a curve to the right with an interior angle of 1Â° 16' 56", a radius of 2391.23 feet, an arc length of 53.58 feet and a chord bearing and distance of South 29Â° 04' 23" West, 53.51 feet to the point of beginning, and containing 6,428,352 square feet, or 147.575 acres more or less according to the above chords and distances.

Parcel 2:

ALL that Tract or Parcel of Land lying and being in the Fourth Civil District, Rutherford County, Tennessee and being shown and designated as Tract "A" containing 3.01 Acres on Minor Subdivision and Re-combination Plat for Joseph Simpson Subdivision prepared by Ragen-Smith Associates, Inc., bearing the seal and certification of Kevin L. Birdwell, Tennessee Registered Surveyor No. 1797, and recorded in Plat Book 34, Page 220, Rutherford County, Tennessee Records.

LESS AND EXCEPT Property conveyed to Joseph C. Simpson in Quit Claim Deed of record in Record Book 2413, Page 1380, in aforesaid Register's Office, and being more particularly described as follows:

ALL that Tract or Parcel of Land lying and being in the Fourth Civil District, Rutherford County, Tennessee and being shown and designated as Lot 1, containing 5.01 Acres on Minor Subdivision and Re-combination Plat for Joseph Simpson Subdivision prepared by Ragen-Smith Associates, Inc., bearing the seal and certification of Kevin L. Birdwell, Tennessee Registered Surveyor No. 1797, and recorded in Plat Book 34, Page 220, Rutherford County, Tennessee Records.

TRACT 3

Being a Parcel of Land situated in Smyrna, Rutherford County, Tennessee as of record in Record Book 737, Page 1354, Register's Office of Rutherford County, Tennessee (R.O.R.C.,TN), bounded on the

south by the Bryan Scott Helton and wife, Angela D. Helton Property as of record in Record Book 163, Page 699-(R.O.R.C.,TN), bounded on the west by the Castle Arch Smyrna, LLC Property as of record in Record Book 775, Page 1105-(R.O.R.C., TN), bounded on the north by the William T. Frazier and wife, Kathryn E. Frazier Property as of record in Record Book 1271, Page 2374- (R.O.R.C.,TN), the William P. Sweeney and wife, Jena F. Sweeney Property as of record in Record Book 420, Page 2545-(R.O.R.C.,TN), the C.R. Potts and wife, Betty C. Potts Property as of record in Deed Book 519, Page 664-(R.O.R.C.,TN), and the First Baptist Church of Smyrna, Tennessee Property as of record in Deed Book 931, Page 3590-(R.O.R.C.,TN), bounded on the east by Lots 81 and 82 of Emmett Heights - Section V as of record in Plat Book 8, Page 44-(R.O.R.C.,TN), and Lot 49 of Emmett Heights - Section In as of record in Plat Book 7, Page 23-(R.O.R.C.,TN), and the westerly terminus of Drew Street, and being further described as Parcel 18.00 on Rutherford County Tax Map 73, and being more particularly described as follows:

Beginning at an Iron Rod (Set) in the centerline of the westerly terminus of Drew Street, said Iron Rod (Set) being the northeast corner of the Bryan Scott Helton and wife, Angela D. Helton Property as of record in Record Book 163, Page 699-(R.O.R.C.,TN), and the southeast corner of the Property described herein;

Thence, generally following an existing fence line, and with common lines with the Bryan Scott Helton and wife, Angela D. Helton Property as of record in Record Book 163, Page 699- (R.O.R.C.,TN), the following twelve (12) calls:

North 83°18'30" West, 401.30 feet to an existing Iron Rod (Found);
North 83°28' 15" West, 647.53 feet to an existing Iron Rod (Found);
South 14°39'32" West, 396.74 feet to an existing Iron Rod (Found);
South 14°52'33" West, 6.69 feet to an existing Iron Rod (Found);
North 85°53'22" West, 275.70 feet to an existing Iron Rod (Found);
North 85°49'42" West, 593.94 feet to an existing Iron Rod (Found);
North 85°49'18" West, 619.72 feet to an existing Iron Rod (Found);
North 87°07'38" West, 77.59 feet to an existing Iron Rod (Found);
South 05°03'31" West, 456.04 feet to an Iron Rod (Set);
North 83°15'42" West, 348.47 feet to an existing Iron Rod (Found);
North 81°14'30" West, 226.82 feet to an existing Iron Rod (Found);
North 89°54'05" West, 88.72 feet to an existing Iron Rod (Found), said Iron Rod (Found) being the northwest corner of the Bryan Scott Helton and wife, Angela D. Helton Property as of record in Record Book 163, Page 699-(R.O.R.C.,TN), and the southwest corner of the Property described herein;

Thence, with a common line with the Castle Arch Smyrna, LLC Property as of record in Record Book 775, Page 1105-(R.O.R.C.,TN), and continuing with an existing fence line North 08°04'03" East, 967.57 feet to an existing Iron Rod (Found) in an existing fence line, said Iron Rod (Found) being the southwest corner of the William T. Frazier and wife, Kathryn E. Frazier Property as of record in Record Book 1271, Page 2374-(R.O.R.C.,TN), and being the northwest corner of the Property described herein;

Thence, with a common line with the William T. Frazier and wife, Kathryn E. Frazier Property as of record in Record Book 1271, Page 2374-(R.O.R.C.,TN), South 82°40'28" East, 1081.03 feet to an existing Iron Rod (Found);

Thence, continuing with a common line with the William T. Frazier and wife, Kathryn E. Frazier Property as of record in Record Book 1271, Page 2374-(R.O.R.C.,TN), North 08°04'02" East, 403.01 feet to an existing Iron Rod (Found) in an existing fence line;

Thence, generally with an existing fence line and with a common line with the William P. Sweeney and wife, Jena F. Sweeney Property as of record in Record Book 420, Page 2545-(R.O.R.C.,TN) the following two (2) calls:

South 84° 10'43" East, 321.83 feet to an existing Iron Rod (Found);
South 82°06'35" East, 29.72 feet to an existing Iron Rod (Found);

Thence, continuing with an existing fence line and with a common line with the C.R. Potts and wife, Betty C. Potts Property as of record in Deed Book 519, Page 664-(R.O.R.C., TN), and existing fence line the following two (2) calls:

South 83°46'37" East, 491.75 feet to an existing Iron Rod (Found);
North 12°54'54" East, 200.64 feet to an existing Iron Rod (Found), said Iron Rod (Found) being the southwest corner of the First Baptist Church of Smyrna, Tennessee Property as of record in Deed Book 931, Page 3590-(R.O.R.C.,TN), and a northerly corner of the Property described herein;

Thence, generally with an existing fence line and with a common line with the First Baptist Church of Smyrna, Tennessee Property as of record in Deed Book 931, Page 3590-(R.O.R.C., TN), South 81°10'59" East, 1,340.36 feet to an existing Iron Rod (Found), said Iron Rod (Found) being the northwest corner of Lot 82 of Emmett Heights - Section V as of record in Plat Book 8, Page 44-(R.O.R.C., TN), and the northeast corner of the Property described herein;

Thence, with a common line with Lots 81 and 82 of Emmett Heights - Section V as of record in Plat Book 8, Page 44-(R.O.R.C., TN), and Lot 49 of Emmett Heights - Section III as of record in Plat Book 7, Page 23-(R.O.R.C.,TN), South 06°28'08" West, 556.73 feet to an existing Iron Rod (Found), said Iron Rod (Found) being the southwest corner of Lot 49 of Emmett Heights - Section III as of record in Plat Book 7, Page 23-(R.O.R.C.,TN), and the northwesterly terminus of Drew Street;

Thence, with the westerly terminus of Drew Street, South 06°50'49" West, 29.71 feet to the Point of Beginning.

Containing 2,521,914 square feet or 57.89 Acres, more or less.

Tract II above, being described on that certain ALTA/NSPS Land Title Survey prepared by Joey C. Wilson, TN RLS No. 2089 for Wilson & Associates, P.C., Dated December 11, 2024, Project No. 23-2165, as follows:

BEING A CERTAIN TRACT OF LAND IN THE 4TH CIVIL DISTRICT OF RUTHERFORD COUNTY, STATE OF TENNESSEE, SAID TRACT OF LAND BEING BOUNDED ON THE NORTH BY STONEWOOD SUBDIVISION, SECTION FOUR OF RECORD IN PLAT BOOK 31, PAGE 221, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE (R.O.R.C., TN) AND BY STONEWOOD SUBDIVISION, SECTION TWO OF RECORD IN PLAT BOOK 28, PAGE 290, AND BY JOSEPH CLEVELAND SIMPSON OF RECORD IN DEED BOOK 41, PAGE 249, AND BY TERRY TUCKER L LIVING TRUST OF RECORD IN DEED BOOK 1650, PAGE 2463; BOUNDED ON THE EAST BY ALMAVILLE ROAD (50' RIGHT OF WAY), AND BY SAID JOSEPH C SIMPSON OF RECORD IN BOOK 2413, PAGE 1380; BOUNDED ON THE SOUTH BY CHELSEY & JEFFREY OWEN OF RECORD IN BOOK 1587, PAGE 3922, AND BY 6699 ALMAVILLE JV LLC OF RECORD IN BOOK 2022, PAGE 3169, AND BY ROGER RIDGEWAY ETUX BETTY OF RECORD IN BOOK 923, PAGE 2245, AND BY MTR HOLDINGS LLC OF RECORD IN BOOK 2427, PAGE 2408, AND BY JOHN JOBE ES & FANNIE F DAVID (RECORD NOT AVAILABLE) AND BY TONY CURTIS SMOTHERMAN OF RECORD IN RECORD BOOK 1810, PAGE 1465; AND BOUNDED ON THE WEST BY STARS AND STRIPES 3H LLC OF RECORD IN BOOK 1395, PAGE 3674, ALL FOUND IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE (R.O.R.C., TN) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A 3/8" IRON ROD (OLD) LYING IN THE WESTERLY RIGHT OF WAY OF SAID ALMAVILLE ROAD, SAID IRON ROD LYING 26 FEET WEST OF THE CENTERLINE OF SAID ALMAVILLE ROAD, AND HAVING A TENNESSEE STATE PLAN COORDINATE OF NORTH: 565,943.55 FEET EAST: 1,799,948.67 FEET (NAD 83) 2011, U.S. SURVEY FEET; THENCE, WITH THE WESTERLY RIGHT OF WAY OF SAID ALMAVILLE ROAD FOR THE NEXT FOUR CALLS:
1. SOUTH 44° 14' 06" WEST, 30.77 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "W&A 2089";
2. ALONG A CURVE TO THE LEFT WITH AN INTERIOR ANGLE OF 12° 46' 49", A RADIUS OF 1028.75 FEET, AN ARC LENGTH OF 229.47 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 37° 50' 41" WEST, 228.99 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "W&A 2089";
3. ALONG A CURVE TO THE LEFT WITH AN INTERIOR ANGLE OF 3° 01' 29", A RADIUS OF 3606.20 FEET, AN ARC LENGTH OF 190.38 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 29° 56' 32" WEST, 190.36 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "W&A 2089";

4. SOUTH 28° 25' 43" WEST, 253.89 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RSA", AND BEING THE NORTHEAST CORNER OF JOSEPH C SIMPSON;
THENCE, ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY LINE OF SIMPSON PROPERTY, THE FOLLOWING NINE CALLS:
1. NORTH 77° 57' 43" WEST, 843.47 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RSA";
2. SOUTH 07° 10' 17" WEST, 220.29 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RSA";
3. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 30.57 FEET, A DELTA ANGLE OF 04° 04' 23", A CHORD BEARING OF SOUTH 63° 03' 35" EAST, AND A CHORD DISTANCE OF 30.56 TO AN IRON ROD (OLD) WITH CAP STAMPED "RSA";
4. SOUTH 61°1'24" EAST, 114.93 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RSA";
5. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 370.00 FEET, AN ARC LENGTH OF 123.83 FEET, A DELTA ANGLE OF 19° 10' 30", A CHORD BEARING OF SOUTH 70° 36' 39" EAST, AND A CHORD DISTANCE OF 123.25 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RSA";
6. SOUTH 80° 11' 54" EAST, 169.99 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RSA";
7. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 224.01 FEET, A DELTA ANGLE OF 29° 50' 57", A CHORD BEARING OF SOUTH 65° 16' 27" EAST, AND A CHORD DISTANCE OF 221.49 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RSA";
8. SOUTH 50°20'59" EAST, 38.20 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "W&A 2089";
9. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 38.88 FEET, A DELTA ANGLE OF 89° 07' 54", A CHORD BEARING OF NORTH 85° 04' 08" EAST, AND A CHORD DISTANCE OF 35.08 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "W&A 2089", BEING ON THE WESTERLY RIGHT OF WAY OF ALMAVILLE ROAD;
THENCE, WITH THE WESTERLY RIGHT OF WAY OF ALMAVILLE ROAD, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 538.00 FEET, AN ARC LENGTH OF 110.15 FEET, A DELTA ANGLE OF 11° 43' 52.", A CHORD BEARING OF SOUTH 44°29'24" WEST, AND A CHORD DISTANCE OF 109.96 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RLS #910", BEING THE NORTHEAST CORNER OF CHELSEY AND JEFFREY OWEN;
THENCE, ALONG THE NORTHERLY & WESTERLY LINE OF OWEN, THE FOLLOWING FOUR CALLS:
1. NORTH 82° 27' 55" WEST, 346.81 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RLS #910";
2. SOUTH 75° 59' 35" WEST, 310.79 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RLS #910";
3. SOUTH 21° 13' 02" WEST, 109.27 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RLS #910";
4. SOUTH 28°53'17" WEST, 150.16 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RLS #910", BEING THE NORTHEAST CORNER OF 6699 ALMAVILLE JV LLC PROPERTY;
THENCE, WITH THE NORTHERLY LINE OF 6699 ALMAVILLE JV LLC PROPERTY THE FOLLOWING TWO CALLS:
NORTH 83° 07' 45" WEST, 709.60 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RLS #910";
NORTH 82° 31' 39" WEST, 428.29 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RLS #910", BEING THE NORTHEASTERLY CORNER OF SAID ROGER RIDGEWAY ETUI BETTY;
THENCE, WITH THE NORTHERLY PROPERTY LINE OF SAID RIDGEWAY PROPERTY, NORTH 82° 19' 22" WEST, 269.00 FEET TO A 3/8" IRON PIPE, AND BEING THE NORTHEASTERLY PROPERTY OF SAID MTR HOLDINGS LLC PROPERTY;
THENCE, WITH THE NORTHERLY LINE OF SAID MTR HOLDINGS LLC PROPERTY FOR THE NEXT FIVE CALLS:
1. NORTH 82° 37' 11" WEST, 93.94 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RLS #910";
2. SOUTH 28° 38' 42" WEST, 92.89 FEET TO A METAL FENCE POST;
3. NORTH 59° 31' 14" WEST, 101.30 FEET TO A METAL FENCE POST; THENCE,
4. NORTH 58° 45' 44" WEST, 194.26 FEET TO A 3/8" IRON PIPE; THENCE,
5. NORTH 81° 32' 00" WEST, 254.26 FEET TO A 1/2" IRON ROD (OLD) AND BEING THE NORTHEASTERLY CORNER OF SAID JOHN JOBE ESTATE;
THENCE, WITH THE NORTHERLY LINE OF SAID JOHN JOBE ESTATE, NORTH 81° 27' 44" WEST, 1010.54 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RLS #910", AND BEING THE SOUTHWESTERLY COMER OF THE HEREIN DESCRIBED TRACT OF LAND AND A NORTHERLY CORNER OF SAID SMOTHERMAN TRACT; THENCE, WITH SAID SMOTHERMAN TRACT, NORTH 05° 28' 16" EAST, 153.88 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "H&S" AND BEING THE SOUTHEASTERLY CORNER OF SAID STARS AND STRIPES 3H LLC;
THENCE, WITH THE WESTERLY LINE OF SAID STARS AND STRIPES 3H LLC PROPERTY FOR THE NEXT SIX CALLS:
1. NORTH 09° 04' 15" EAST, 382.57 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "H&S";
2. NORTH 09° 04' 02" EAST, 163.35 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "H&S";

3. NORTH 09° 53' 26" EAST, 63.41 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "H&S";
4. NORTH 09° 52' 26" EAST, 290.80 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "H&S" AT A 30" CEDAR TREE;
5. NORTH 10° 08' 35" EAST, 51.21 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "RLS #910";
6. NORTH 10° 13' 43" EAST, 641.55 FEET TO A 1/2" IRON ROD (OLD) AND BEING THE SOUTHWESTERLY PROPERTY CORNER OF LOT 169 OF STONEWOOD SUBDIVISION AND THE NORTHWEST COMER OF THE HEREIN DESCRIBED TRACT OF LAND;
THENCE, WITH THE SOUTHERLY LINE OF SAID STONEWOOD SUBDIVISION, THE FOLLOWING SIX CALLS:
SOUTH 82° 56' 32" EAST, 764.37 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "H&S";
SOUTH 83° 12' 37" EAST, 214.89 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "H&S";
SOUTH 82° 25' 03" EAST, 433.37 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "H&S";
SOUTH 83° 08' 53" EAST, 201.12 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "SEC, INC.";
SOUTH 83° 05' 00" EAST, 449.43 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "H&S";
SOUTH 82° 51' 51" EAST, 718.45 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "H&S" AND BEING THE SOUTHEASTERLY CORNER OF SAID STONEWOOD SUBDIVISION AND THE SOUTHWESTERLY CORNER OF SAID JOSEPH CLEVELAND SIMPSON PROPERTY;
THENCE, WITH THE SOUTHERLY LINE OF SAID SIMPSON PROPERTY, SOUTH 59° 39' 17" EAST, 759.06 FEET TO A 1/2" IRON ROD (OLD) AND BEING THE SOUTHEASTERLY CORNER OF SAID SIMPSON PROPERTY AND THE SOUTHWESTERLY CORNER OF SAID TUCKER PROPERTY;
THENCE, WITH THE SOUTHERLY LINE OF TUCKER PROPERTY, SOUTH 73° 35' 35" EAST, 756.33 FEET TO THE POINT OF BEGINNING CONTAINING 147.561 ACRES OR 6,427,762 SQUARE FEET, MORE OR LESS, ACCORDING TO A SURVEY BY WILSON & ASSOCIATES ON DECEMBER 2024.

Being the same property conveyed to Stars & Stripes 3H, LLC., by Trustee Deed of record in Book 1395, Page 3674, in the Register's Office of Rutherford County, Tennessee., (as to Tract 1)

Being the same property conveyed to Stars & Stripes 3L, LLC., by Special Warranty Deed of record in Book 1373, Page 2721, and Quit Claim Deed of record in Book 2413, Page 1393, in the Register's Office of Rutherford County, Tennessee., and Less and Except part sold in Quit Claim Deed of record in Book 2413, Page 1380, (as to Tract 2)

Being the same property conveyed to Stars & Stripes 3O, LLC., by Warranty Deed of record in Book 1394, Page 3350, in the Register's Office of Rutherford County, Tennessee, (as to Tract 3)

EXHIBIT B

DEDICATED LAND

[see attached]

EXHIBIT "B"

Fire Station Property

BEING A CERTAIN TRACT OF LAND IN THE 4TH CIVIL DISTRICT OF RUTHERFORD COUNTY, STATE OF TENNESSEE, SAID TRACT OF LAND BEING BOUNDED ON THE SOUTH BY JOSEPH C SIMPSON OF RECORD IN BOOK 2413, PAGE 1380 IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE (R.O.R.C.); BOUNDED ON THE EAST BY THE CURRENT MARGIN OF ALMAVILLE ROAD RIGHT OF WAY; AND BOUNDED ON THE NORT AND WEST BY THE REMAINING LANDS OF STARS & STRIPES 3L LLC AS OF RECORD IN BOOK 2413, PAGE 1393, R.O.R.C. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" CAPPED IRON ROD "RSA" LYING IN THE WESTERLY RIGHT OF WAY OF SAID ALMAVILLE ROAD, SAID ROD BEING THE NORTHEAST CORNER OF JOSEPH C SIMPSON, SAID ROD ALSO LYING 25 FEET WEST OF THE CENTERLINE OF SAID ALMAVILLE ROAD, AND HAVING A TENNESSEE STATE PLAN COORDINATE OF NORTH: 565,352.44 FEET EAST: 1,799,570.77 FEET (NAD 83) 2011, U.S. SURVEY FEET;

THENCE, ACROSS THE NORTH BOUNDARY OF JOSEPH C SIMPSON, N 77°57'43" W, FOR A DISTANCE OF 380.28 FEET TO A 5/8" CAPPED IRON ROD SET "WILSON", SAID ROD BEING THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED WITHIN;

THENCE, WITH A NEW SEVERANCE LINE ACROSS THE PROPERTY OF STARS & STRIPES 3L LLC, THE FOLLOWING CALLS:

N 13°04'02" E, FOR A DISTANCE OF 254.65 FEET TO A 5/8" CAPPED IRON ROD SET "WILSON";

N 70°20'34" E, FOR A DISTANCE OF 248.77 FEET TO A 5/8" CAPPED IRON ROD SET "WILSON";

S 66°32'38" E, FOR A DISTANCE OF 268.31 FEET TO A 5/8" CAPPED IRON ROD SET "WILSON", SAID ROD BEING ON THE WESTER MARGIN OF ALMAVILLE ROAD RIGHT OF WAY, SAID ROD BEING THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED WITHIN;

THENCE, WITH THE WESTERN MARGIN OF ALMAVILLE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3606.20 FEET, AN ARC LENGTH OF 92.73 FEET, A DELTA ANGLE OF 01° 28' 24", A CHORD BEARING OF S 29°10'00" W, AND A CHORD DISTANCE OF 92.73 FEET TO A 5/8" CAPPED IRON ROD SET "WILSON";

THENCE, CONTINUING WITH THE WESTERN MARGIN OF ALMAVILLE, S 28°25'43" W, FOR A DISTANCE OF 253.89 FEET TO THE POINT OF BEGINNING, CONTAINING 3.353 ACRES OR 146,050 SQUARE FEET, MORE OR LESS, ACCORDING TO A SURVEY BY WILSON & ASSOCIATES ON MAY 2025.

BEING A PORTION OF THE PROPERTY CONVEYED TO STARS & STRIPES 3L LLC AS OF RECORD IN BOOK 2413, PAGE 1393, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE.

LEGEND

FOUND CORNER

EASEMENT CORNER

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	92.73'	3606.20'	1° 28' 24"	S29° 10' 00"W	92.73'

VICINITY MAP
NOT TO SCALE

STARS & STRIPES 3L LLC
MAP 073, PARCEL 21.06
BOOK 2413, PAGE 1393

3/8" ROD

N70°20'34"E
248.77'

S86°32'38"E
268.31'

N13°04'02"E
254.65'

PROPOSED FIRE STATION
146,050 SQ FT
3.353 ACRES

P.O.B.
N: 565,352.44
E: 1,799,570.77

C1

253.89'
S26°25'43"W

380.28'
N77°57'43"W

ALMAVILLE ROAD
(PUBLIC ROW VARIES)

JOSEPH C. SIMPSON
MAP 076, PARCEL 10.05
BOOK 2413, PAGE 1380

1/2" CAP ROD RSA

200' 0' 100' 200'
GRAPHIC SCALE

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental
108 Beasley Drive
Franklin, TN
37064
615.794.2275

SHEET 1 OF 1

LYNWOOD FIRE STATION
GRANTEE'S PROPERTY

PROPERTY LOCATION:
6250 ALMAVILLE RD,
SMYRNA 37167
RUTHERFORD COUNTY, TENNESSEE

DATE 05/22/2025
SCALE: 1" = 200'
DRAWN BY: SAM
JOB NO: 23-2165

EXHIBIT "B" continued...

Park Legal Description

BEING A CERTAIN TRACT OF LAND IN THE 4TH CIVIL DISTRICT OF RUTHERFORD COUNTY, STATE OF TENNESSEE, SAID TRACT OF LAND BEING BOUNDED ON THE SOUTH BY SOUTH CENTRAL BELL AND DBA BELLSOUTH TELECOM CO. OF RECORD IN BOOK 299 PAGE 239 IN THE REGISTERS OFFICE FOR RUTHERFORD COUNTY, TENNESSEE (R.O.R.C.), BY OWEN CHELSEY MARYANN AND OWEN JEFFREY WILLIAM BOOK 1587, PAGE 3922, R.O.R.C., BY 6699 ALMAVILLE JV LLC BOOK 2022, PAGE 3169, R.O.R.C., BY RIDGEWAY ROGER ETUX BETTY BOOK 923, PAGE 2245, R.O.R.C., BY MTR HOLDINGS LLC BOOK 2427, PAGE 2408, R.O.R.C., BY JOBE JOHN EST AND FANNIE F DAVIS BOOK N/A, PAGE N/A, BY SMOTHERMAN TONY CURTIS BOOK 1810, PAGE, 1465, R.O.R.C.; BOUNDED ON THE EAST BY THE ALMAVILLE ROAD RIGHT OF WAY; BOUNDED ON THE NORTH AND WEST BY THE REMAINING LANDS OF STARS & STRIPES 3L LLC AS OF RECORD BY BOOK 2413, PAGE 1393, R.O.R.C. AND BY STARS & STRIPES 3H LLC AS OF RECORDBY BOOK 1395, PAGE 3674, R.O.R.C. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" CAPPED ROD "910" LYING IN THE WESTERLY RIGHT OF WAY OF SAID ALMAVILLE ROAD, SAID ROD BEING NORTHEAST CORNER OF SOUTH CENTRAL BELL AND DBA BELLSOUTH TELECOM CO., SAID ROD ALSO LYING 25 FEET WEST OF THE CENTERLINE OF SAID ALMALVILLE ROAD, AND HAVING A TENNESSEE STATE PLANE COORDINATE OF NORTH: 564,977.96 FEET EAST: 1,799,318.39 FEET (NAD 83) 2011, U.S. SURVEY FEET;

THENCE, N 82°27'55" W FOR A DISTANCE OF 346.81 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT BEING A ½" CAP ROD FOUND ON THE NORTH LINE OF AFOREMENTIONED CHELSEY & JEFFREY OWEN AND ALSO BEING ALONG THE SOUTH BOUNDARY OF STARS & STRIPES 3L LLC;

THENCE, ALONG THE SOUTHERN BOUNDARY OF STARS & STRIPES 3L LLC, THE FOLLOWING CALLS:

S 75°59'35" W, FOR A DISTANCE OF 310.79 FEET TO A 1/2" CAP ROD FOUND;

S 21°13'02" W, FOR A DISTANCE OF 109.27 FEET TO A 1/2" ROD FOUND;

S 28°53'17" W, FOR A DISTANCE OF 150.16 FEET TO A 1/2" ROD FOUND;

N 83°07'45" W FOR A DISTANCE OF 709.60 FEET TO A 1/2" CAP ROD FOUND;

N 82°31'35" W FOR A DISTANCE OF 428.29 FEET TO A 1/2" ROD FOUND;

N 82°19'22" W FOR A DISTANCE OF 269.00 FEET TO A 3/8" ROD FOUND;

N 82°37'11" W FOR A DISTANCE OF 93.94 FEET TO A 1/2" CAP ROD FOUND;

S 28°38'42" W FOR A DISTANCE OF 92.89 FEET TO A 1/2" CAP ROD FOUND;

N 59°31'14" W FOR A DISTANCE OF 101.30 FEET TO A METAL POST;

N 58°45'44" W FOR A DISTANCE OF 194.26' TO SET IRON ROD 'WILSON';

N 81°32'00" W FOR A DISTANCE OF 254.26 FEET TO A 1/2" ROD FOUND;

N 81°27'44" W FOR A DISTANCE OF 540.47 FEET TO A POINT, SAID POINT BEING ALONG THE NORTH BOUNDARY OF SMOTHERMAN TONY CURTIS;

THENCE, WITH A NEW SEVERANCE LINE ACROSS THE LAND OF STARS & STRIPES 3L LLC AND STARS & STRIPES 3H LLC, THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET, AN ARC LENGTH OF 103.87 FEET, A DELTA ANGLE OF 32°10'09", a CHORD BEARING OF N 10°30'48 E, AND A CHORD DISTANCE OF 102.51 FEET TO A POINT;

ALONG WITH A CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET, AN ARC LENGTH OF 264.68 FEET, A DELTA ANGLE OF 81°58'26", A CHORD BEARING OF N 42°14'13" E, AND A CHORD DISTANCE OF 242.68 FEET TO A POINT;

N 11°21'34" W FOR A DISTANCE OF 80.77 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET, AN ARC LENGTH OF 397.10 FEET, A DELTA ANGLE OF 122°59'08", A CHORD BEARING OF N 85°27'42" W, AND A CHORD DISTANCE OF 325.14 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET, AN ARC LENGTH OF 353.66 FEET, A DELTA ANGLE OF 40°07'31", A CHORD BEARING OF N 63°06'45" W, AND A CHORD DISTANCE OF 346.48 FEET TO A POINT;

N 83°10'31" W FOR A DISTANCE OF 11.47 FEET TO A POINT;

N 37°09'38" W FOR A DISTANCE OF 461.38, TO A POINT;

S 86°18'46" W FOR A DISTANCE OF 164.60 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 299.91 FEET, A DELTA ANGLE OF 76°22'15", A CHORD BEARING OF N 41°52'21" W, AND A CHORD DISTANCE OF 278.19 FEET TO A POINT;

N 80°03'29" W FOR A DISTANCE OF 35.93 FEET TO A POINT;

N 9°56'31" E FOR A DISTANCE OF 130.00 FEET TO A POINT;

N 76°19'38" W FOR A DISTANCE OF 200.54 FEET TO A POINT;

S 34°26'01" W FOR A DISTANCE OF 123.12 FEET TO A POINT;

N 53°53'10" W FOR A DISTANCE OF 286.98 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N 8°53'10" W, AND A CHORD DISTANCE OF 35.36 FEET TO A POINT;

N 36°06'50" E FOR A DISTANCEOF 338.53, TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 495.00 FEET, AN ARC LENGTH OF 129.48 FEET, A DELTA ANGLE OF 14°59'16", A CHORD BEARING OF N 43°36'28" E, AND A CHORD DISTANCE OF 129.12 FEET TO A POINT,

S 49°25'29" E FOR A DISTANCE OF 445.95 FEET TO A POINT;

S 89°32'53" E FOR A DISTANCE OF 85.12 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1155.00 FEET, AN ARC LENGTH OF 55.34 FEET, A DELTA ANGLE OF 2°44'43", A CHORD BEARING OF S 47°34'57" E, AND A CHORD DISTANCE OF 55.33 FEET TO A POINT;

S 48°57'18" E FOR A DISTANCE OF 281.36 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 1055.00 FEET, AN ARC LENGTH OF 383.95 FEET, A DELTA ANGLE OF 20°51'08", A CHORD BEARING OF S 59°22'52" E, AND A CHORD DISTANCE OF 381.84 FEET TO A POINT;

S 1°59'55" E FOR A DISTANCE OF 96.12 FEET TO A POINT;

S 59°59'59" E FOR A DISTANCE OF 353.35 FEET TO A POINT;

S 87°30'12" E FOR A DISTANCE OF 593.53 FEET TO A POINT;

S 27°46'01" E FOR A DISTANCE OF 209.79 FEET TO A POINT;

S 19°44'04" E FOR A DISTANCE OF 371.71 FEET TO A POINT;

S 62°31'36" E FOR A DISTANCE OF 595.30 FEET TO A POINT;

N 46°36'53" E FOR A DISTANCE OF 172.12 FEET TO A POINT;

S 73°42'19" E FOR A DISTANCE OF 267.80 FEET TO A POINT;

S 70°30'09" E FOR A DISTANCE OF 296.33 FEET TO A POINT;

N 90°00'00" E FOR A DISTANCE OF 169.83 FEET TO A POINT;

N 39°06'36" E FOR A DISTANCE OF 381.48 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 1530.00 FEET, AN ARC LENGTH OF 139.21 FEET, A DELTA ANGLE OF 5°12'47", A CHORD BEARING OF S 63°05'27" E, AND A CHORD DISTANCE OF 139.16 FEET TO A POINT;

S 65°41'51" E FOR A DISTANCE OF 218.26 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 630.00 FEET, AN ARC LENGTH OF 213.47 FEET, A DELTA ANGLE OF 19°24'49", A CHORD BEARING OF S 75°24'15" E, AND A CHORD DISTANCE OF 212.45 FEET TO A POINT;

N 90°00'00" E FOR A DISTANCE OF 60.07 FEET TO A POINT;

S 00°00'00" E FOR A DISTANCE OF 44.99 FEET THE POINT OF BEGINNING, CONTAINING 42.475 ACRES OR 1,850,206 SQUARE FEET, MORE OR LESS, ACCORDING TO A SURVEY BY WILSON & ASSOCIATES ON JUNE 2025.

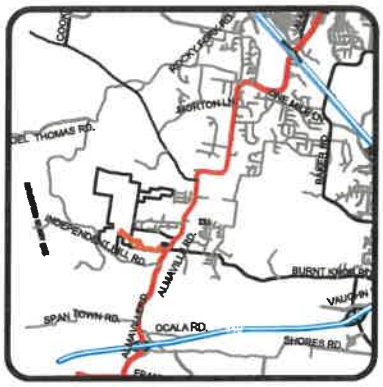
BEING A PORTION OF THE PROPERTY CONVEYED TO STARS & STRIPES 3L LLC AS OF RECORD IN BOOK 2413, PAGE 1393, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C10	139.21'	1530.00'	5° 12' 47"	S63° 05' 27"E	139.16'
C11	213.47'	630.00'	19° 24' 49"	S75° 24' 15"E	212.45'

LEGEND

FOUND CORNER

NON-MONUMENTED POINT



VICINITY MAP
NOT TO SCALE

STARS & STRIPES 3L LLC
MAP 073, PARCEL 21.06
BOOK 2413, PAGE 1393

JOSEPH C. SIMPSON
MAP 076, PARCEL 10.05
BOOK 2413, PAGE 1380

6699 ALMAVILLE JV LLC
MAP 076, PARCEL 10.00
BOOK 2022, PAGE 3169

MATCHLINE

S27°46'01"E 209.79'
S19°44'04"E 371.71'
S62°31'36"E 595.30'
N46°36'53"E 172.12'
S73°42'19"E 267.80'
S70°30'09"E 296.33'
N90°00'00"E 169.83'
N39°08'36"E 381.48'
S65°41'50"E 218.26'
N90°00'00"E 60.07'
C10
C11
S0°00'00"E 44.99'
1/2" CAP ROD
P.O.B. 1/2" CAP ROD
N82°27'55"W 346.81'
S75°59'35"W 310.79'
S21°13'02"W 109.27'
S28°53'17"W 150.16'
1/2" ROD
N83°07'45"W 709.60'
1/2" CAP ROD
N82°31'35"W 428.29'
1/2" ROD
N82°19'22"W 269.00'
3/8" ROD
N81°32'00"W 254.26'
N58°45'44"W 194.26'
N59°31'14"W 101.30'
1/2" CAP ROD
S28°38'42"W 92.89'
1/2" CAP ROD
N82°37'11"W 93.94'

P.O.C 1/2" CAPPED ROD FOUND N:594677.96' E:1796318.39' NAD 83(2011) TN SPCS

	OWNER	MAP-PARCEL	BOOK	PAGE
1	JOHN JOBE EST & FANNIE F DAVIS	076-016.00	N/A	N/A
2	MTR HOLDINGS LLC	076-010.02	2427	2408
3	ROGER RIDGEWAY ETUX BETTY	076-010.01	823	2245
4	CHELSEY & JEFFREY OWEN	076-010.06	1587	3922
5	CENTRAL BELL & DBA BELLSOUTH TELECOM CO.	076-010.05	299	239

ALMAVILLE ROAD (PUBLIC ROW VARIES)

400' 0' 400' 800'
GRAPHIC SCALE

LYNDWOOD PARK EXHIBIT

PARK PROPERTY
42.475 ACRES

PROPERTY LOCATION:
6250 ALMAVILLE RD,
SMYRNA 37167
RUTHERFORD COUNTY, TENNESSEE

DATE 06/06/2025
SCALE: 1" = 400'
DRAWN BY: AS
JOB NO: 23-2165

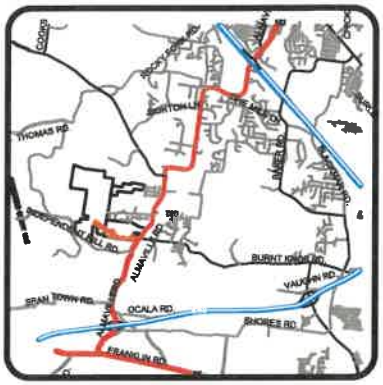
WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental
108 Beasley Drive
Franklin, TN
37064
615.794.2275

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	103.87'	185.00'	32° 10' 09"	N10° 30' 48"E	102.51'
C2	264.68'	185.00'	81° 58' 26"	N42° 14' 13"E	242.68'
C3	397.10'	185.00'	122° 59' 08"	N85° 27' 42"W	325.14'
C4	353.66'	505.00'	40° 07' 31"	N63° 06' 45"W	346.48'
C5	299.91'	225.00'	76° 22' 15"	N41° 52' 21"W	278.19'
C6	39.27'	25.00'	90° 00' 00"	N8° 53' 10"W	35.36'
C7	129.48'	495.00'	14° 59' 16"	N43° 36' 28"E	129.12'
C8	55.34'	1155.00'	2° 44' 43"	S47° 34' 57"E	55.33'
C9	383.95'	1055.00'	20° 51' 08"	S59° 22' 52"E	381.84'

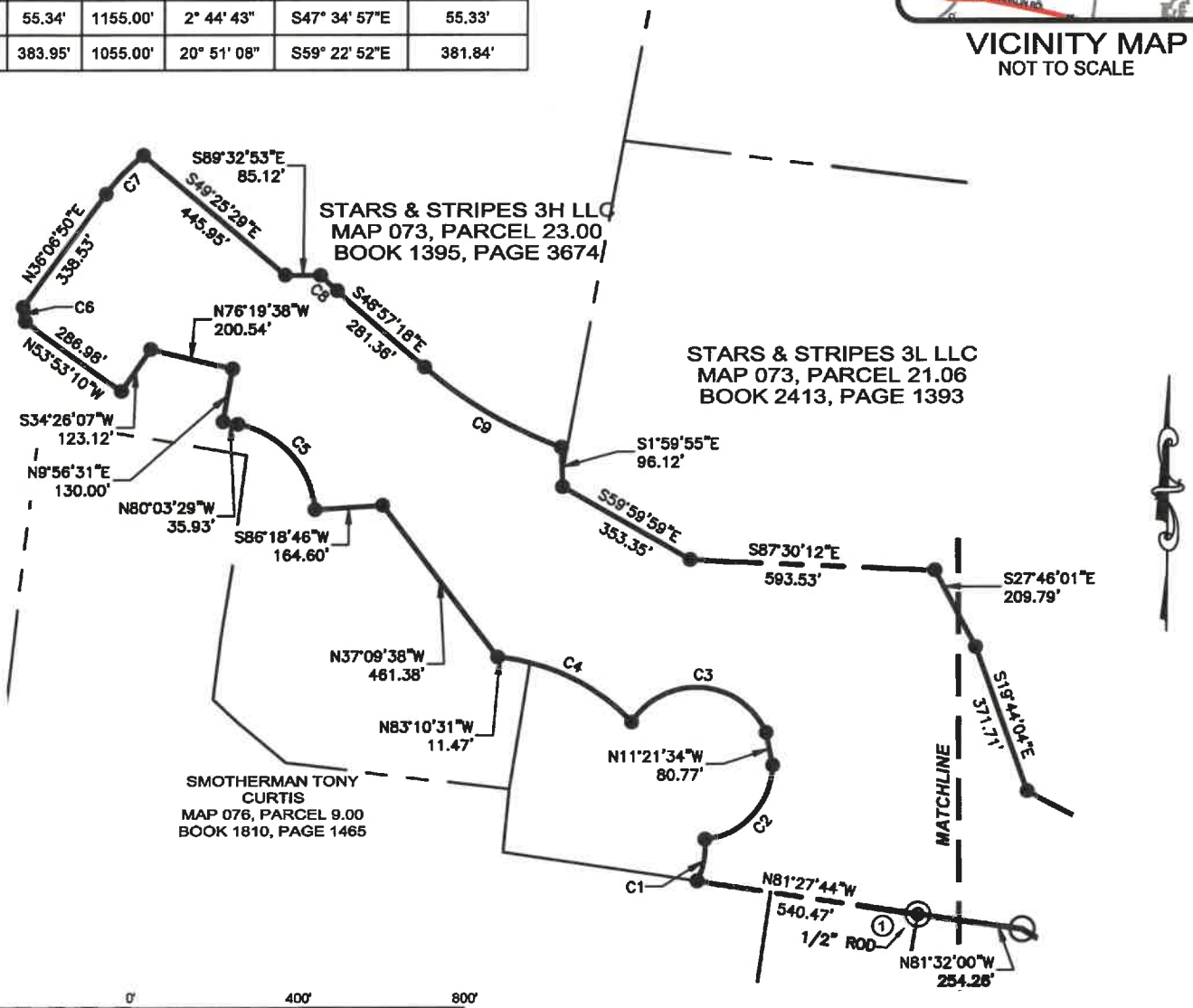
LEGEND

FOUND CORNER

NON-MONUMENTED POINT



VICINITY MAP
NOT TO SCALE



400' 0' 400' 800'

GRAPHIC SCALE

LYNDWOOD PARK EXHIBIT

PARK PROPERTY
42.475 ACRES

PROPERTY LOCATION:
6250 ALMAVILLE RD,
SMYRNA 37167
RUTHERFORD COUNTY, TENNESSEE

DATE	06/06/2025
SCALE:	1" = 400'
DRAWN BY:	AS
JOB NO:	23-2165

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental
108 Beasley Drive
Franklin, TN
37064
615.794.2275

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.c.
Department: Administration
Date: November 13, 2025

Subject:
Consideration of a Resolution adopting the Town of Smyrna Logo, Branding Guidelines and proposed Usage Agreement for outside entities.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The Town of Smyrna's branding serves as a unified symbol of our heritage, progress, and identity. Each element in the design illustrates a part of our story: the locomotive reflects Smyrna's historic tie to the railroad; the aircraft honors the town's military legacy at Sewart Air Force Base; and the tire wheel represents Smyrna's strength in automotive manufacturing. At the center, the three stars enclosed in a circle pay tribute to the Tennessee state flag, reinforcing our deep connection to the Volunteer State.

Summary:
The Town logo is best used for purposes where the Town is communicating, marketing, or presenting itself. This includes general communications, letters, memos, and press releases, as well as staff email signatures. The logo should appear on the Town's website, social media platforms, and other community-facing materials such as flyers, brochures, posters, and newsletters. It is also appropriate for event programs, signage, presentations, and other items that represent the Town's brand and identity. In addition, the logo should be used on employee uniforms, promotional merchandise, PowerPoint presentations, internal reports, and informal policy documents.

Recommended Council Action:
Staff respectfully requests that the Town Council adopt the proposed item as presented on the agenda.

Attachments:

1. Resolution #25-24- Revised
2. Town of Smyrna Logo Policy- Revised
3. Request for use of the Town Logo- Revised

TOWN OF SMYRNA, TENNESSEE
RESOLUTION 25-24

A RESOLUTION to formally adopt a Town Logo for the Town of Smyrna.

WHEREAS, T.C.A.§6-54-137 authorizes municipalities to use any Seal or logo that has been formally adopted by the municipality; and

WHEREAS, the Town finds that it is in the best interest of the Town of Smyrna to adopt an official Town Logo; and

WHEREAS, the Town recognizes the Town Logo should be utilized only for designated purposes with proper authorization; and

WHEREAS, the Official Logo of the Town shall be the Town's identifying symbol attached hereto as Exhibit "A". This Logo represents the Town of Smyrna's branding serving as a unified symbol of our heritage, progress, and identity. Each element in the design illustrates a part of our story: the locomotive reflects Smyrna's historic tie to the railroad; the aircraft honors the town's military legacy at Sewart Air Force Base; and the tire wheel represents Smyrna's strength in automotive manufacturing. At the center, the three stars enclosed in a circle pay tribute to the Tennessee state flag, reinforcing our deep connection to the Volunteer State; and;

WHEREAS, the Logo will serve as the Town logo, a graphic identifier that distinguishes the Town from other entities; and

WHEREAS, the Logo may appear on, including, but not limited to: printed materials, general communications, letters, memos, and press releases, as well as staff email signatures. The logo should appear on the Town's website, social media platforms, and other community-facing materials such as flyers, brochures, posters, and newsletters. It is also appropriate for event programs, signage, presentations, and other items that represent the Town's brand and identity. In addition, the logo should be used on employee uniforms, promotional merchandise, PowerPoint presentations, internal reports, and informal policy documents; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Smyrna hereby formally adopts the Town Logo by way of this resolution.

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 LOGO POLICY

The Town of Smyrna's wordmark, logo, and brand identity are vital assets that represent the community's image and values. Consistent and professional use of these elements strengthens Smyrna's reputation as one of Tennessee's premier towns.

This policy outlines the guidelines and requirements for the use of the Town of Smyrna's official brand assets, including the Town logo and the Town Seal, by employees, elected officials, external vendors, agencies, consultants, and other third parties.

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1. GENERAL REQUIREMENTS

- The Town of Smyrna's logo and seal may not be altered, modified, or rearranged in any way. This includes adding, removing, or repositioning elements such as text, symbols, or the brandmark.
- Use of the logo or seal by vendors or third parties requires explicit written permission from the Town.
- Neither the logo nor the seal may be used in a manner that suggests endorsement, sponsorship, or affiliation with the Town of Smyrna without written authorization.
- Both must be used only in contexts that uphold the Town's professional image and may not appear in any format that could cause confusion, misrepresentation, or harm to the Town's reputation.

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2. LOGO USAGE

The Town logo represents Smyrna's public identity and communication voice. It should be used in all materials where the Town is communicating, marketing, or presenting itself.

Appropriate uses include:

- General communications, letters, memos, and press releases
- Staff email signatures
- The Town's website and social media platforms
- Flyers, brochures, posters, and newsletters
- Event programs, signage, and presentations
- Employee uniforms and promotional merchandise
- PowerPoint presentations, internal reports, and informal policy documents

3. TOWN SEAL USAGE

The Town Seal represents official authority and should be used only on documents or materials that carry legal, regulatory, or formal significance.

The Seal must appear on:

- Ordinances, resolutions, proclamations, and official meeting minutes
- Legal or regulatory documents, including contracts, agreements, deeds, easements, and right-of-way dedications
- Permits, licenses, certificates, and legal notices required by law (such as zoning notices or annexations)
- Financial instruments, such as bonds or debt-related documents
- Clerk and Records documents, attestations, and notarized Town materials
- Election and compliance materials, including ballots, qualifying papers, and ethics disclosures

The Seal signifies that the document or item is an official act of the Town of Smyrna.

In addition, the Town Seal shall be displayed on all official Town vehicles and vehicle signage to signify ownership, authenticity, and representation of the Town of Smyrna.

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4. USAGE BY TOWN STAFF

These guidelines apply to all visual and written communications produced by Town of Smyrna staff, whether print or digital. The goal is to maintain a consistent and professional representation of the Smyrna brand.

All official Town or departmental communications must display the official Town logo to clearly identify the communication as a Town of Smyrna initiative.

Any use of the logo or seal not specifically addressed within these guidelines requires written approval from the Mayor or the Mayor's designee**.**

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5. EXCEPTIONS AND VARIATIONS

Approved exceptions or variations to these guidelines are documented within this policy. Any additional requests for exceptions or variations must be submitted in writing and approved in advance by the Public Information Officer.

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6. POLICY UPDATES

The Town of Smyrna reserves the right to amend or update this policy as necessary to reflect changes in branding strategy, visual identity standards, or organizational structure.

GUIDELINES FOR USE OF THE TOWN OF SMYRNA LOGO

Purpose

To apply consistency and governance to the use of the Town of Smyrna's Logo.

Logo Details

The Town of Smyrna Logo is representative of the Town and of the area. The Town will benefit from, and will use the Logo in association with its own identity. The Town's qualities and characteristics are promoted within the image.

Who May Use the Logo

Anyone who receives written approval can use the Logo. The Town of Smyrna Logo cannot be displayed by an entity without execution of a Request and Agreement to Use Town Logo. All individuals, groups, and organizations must be granted written authorization from the Town of Smyrna to display electronically or in any print form the Town of Smyrna Logo.

Request Process

Submit your request to use the Town Logo, along with a simple concept of the design you envision and the project and time frame for which approval is requested to:

Town of Smyrna
ATTN: Town Manager
315 South Lowry Street
Smyrna, TN 37167
Fax 615-355-5715
E-mail: david.santucci@townofsmyrna.org

The Town will review all requests and will approve or redirect the applicant to meet the intent of the policy and the vision of the municipality.

Exemptions

All Boards, Commissions and Departments of the Town of Smyrna shall be exempt from the approval process contained in the policy guidelines. Newspapers and other media outlets shall be exempt from the approval process contained in the policy guidelines for promotional releases directly relating to the Town of Smyrna.

REQUEST AND AGREEMENT TO USE TOWN LOGO

THIS AGREEMENT is between the Town of Smyrna ("Town") and _____, an organization ("Applicant") having a principal office at _____ _____.

WHEREAS, Applicant desires to use the Town Logo and the Town desires to convey Applicant the authorization to use the Logo subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the Parties each intending to be legally bound hereby, do promise and agree as follows:

1. AUTHORIZATION. The Town hereby grants to Applicant for the Term of this Agreement the nonexclusive right to use the Town Logo solely for the limited purpose identified in the attached description.

2. USE OF LOGO. Applicant agrees to use the Logo in accordance with this Agreement, and further:
    a. Applicant agrees that it shall not modify the Logo or combine it with another Logo or logo.
    b. Applicant agrees to ensure that use of the Logo is not detrimental or harmful to the Town or the Town's reputation.
    c. Applicant agrees that no one other than the Town of Smyrna and those authorized by the Town of Smyrna are permitted to sell any product incorporating the Town of Smyrna Logo.
    d. Applicant agrees that use of colors other than those contained in the approved Town Logo is prohibited without express permission. Grayscale or black and white publications are permitted.

3. LIMITATION OF LIABILITY. In no event shall the Town of Smyrna be liable for lost profits or special, incidental or consequential damages arising out of or in connection with this agreement, regardless of the legal theory upon which such claim is based and even if the Town of Smyrna has been advised of the possibility thereof.

4. INDEMNITY. Applicant agrees to defend, indemnify and hold the Town of Smyrna and its respective representatives, employees, officers, directors and agents, harmless against all claims, suits, cost, damages, judgments, attorney's fees, settlements or expenses incurred caused by, arising from or relating to any breach of this Agreement by Applicant or claimed, obtained or sustained by any third party, whether for personal injury, misrepresentation, or otherwise arising out of or relating to the Applicant's business activities, including, without limitation, the manufacture, advertising, promotion, use, marketing or sale of the goods, services, or activities using the Logo, provided such claims are not caused by Town of Smyrna's negligence or breach of this Agreement.

5. EFFECTIVE DATE, TERM AND TERMINATION.
    a. Effective Date. This Agreement shall commence and the authorization granted hereunder shall become effective (the "Effective Date") upon the execution of this Agreement.

b. Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by a party as provided herein.
c. Termination.
   (i) Termination by Applicant. Applicant may terminate this Agreement at any time by providing notice to the Town of Smyrna and by discontinuing all use of the Logo. Termination in this manner shall be effective upon receipt of the notice by the Town of Smyrna or at such time (not to exceed thirty (30) days) specified in the notice from Applicant.
   (ii) Termination by the Town of Smyrna. The Town of Smyrna may terminate this Agreement upon thirty (30) days' notice if Applicant breaches any provision of this Agreement and fails to cure such breach within such thirty (30)-day period. The Town of Smyrna may terminate this Agreement upon written notice if Applicant ceases to be a member in good standing of the Town of Smyrna. The Town of Smyrna may terminate this Agreement for convenience upon not less than thirty (30) days' written notice to Applicant if it discontinues its use of the Logo for the purposes for which there is authorization hereunder.
d. Entire Agreement; Waiver. This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be changed only by a writing executed by both parties that expressly states that it is changing the provisions of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
e. Assignment. Applicant may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of the Town of Smyrna and any attempt to do so is void.

IN WITNESS WHEROF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TOWN OF SMYRNA

_____	_____
Applicant Signature	David Santucci, Town Manager
Date: _____	Date: _____

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.d.
Department: Administration
Date: November 13, 2025

Subject:
Consideration of a Resolution establishing the dates, times and place of the regular meetings and work sessions of the Town Council for calendar year 2026.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
Each year, a Resolution is brought before Council for consideration in setting the following calendar year's workshop meeting and regular meeting dates.

Summary:
For 2026, regular council meetings fall on the second Tuesday of each month beginning at 5:00pm.

Workshop meetings are scheduled for the last Thursday of each month beginning at 5:00pm, except for November 2026 due to the Thanksgiving holiday. As done in the past, this meeting will be held on the Monday of that week, which is November 23, 2026.

Lastly, there will be no workshop meeting in December due to the Christmas and New Year holidays. Instead, there will be a workshop scheduled for the first Tuesday in January 2027.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Resolution #25-23

TOWN OF SMYRNA, TENNESSEE
RESOLUTION NO. 25-23

A RESOLUTION establishing the dates, times and places of the regular meetings and work sessions of the Town Council for calendar year 2026.

WHEREAS, the Town Council deems it necessary to establish the dates, times and places of the regular meetings and work sessions of the Town Council for calendar year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA THAT:

1. Pursuant to Section 5.05 of the Charter of the Town of Smyrna and Section 1-101 of the Smyrna Municipal Code, the Town Council of the Town of Smyrna will meet in regular session at Town Hall on each of the following dates and at the times indicated:

   January 13, 2026 – 5:00 PM
   February 10, 2026 – 5:00 PM
   March 10, 2026 – 5:00 PM
   April 14, 2026 – 5:00 PM
   May 12, 2026 – 5:00 PM
   June 9, 2026 – 5:00 PM
   July 14, 2026 – 5:00 PM
   August 11, 2026 – 5:00 PM
   September 8, 2026 – 5:00 PM
   October 13, 2026 – 5:00 PM
   November 10, 2026 – 5:00 PM
   December 8, 2026 – 5:00 PM

2. Pursuant to Section 5.05 of the Charter of the Town of Smyrna and Section 1-103 of the Smyrna Municipal Code, the Town Council of the Town of Smyrna will meet in worksession at Town Hall on each of the following dates at the times and places indicated:

   January 6, 2026 – 5:00 PM
   January 29, 2026 – 5:00 PM
   February 26, 2026 – 5:00 PM
   March 26, 2026 – 5:00 PM
   April 30, 2026 – 5:00 PM
   May 28, 2026 – 5:00 PM
   June 25, 2026 – 5:00 PM
   July 30, 2026 – 5:00 PM
   August 27, 2026 – 5:00 PM
   September 24, 2026 – 5:00 PM
   October 29, 2026 – 5:00 PM
   November 23, 2026 – 5:00 PM

3. This resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED by the Town Council on the 13th day of November, 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 8.e.
Department: Administration
Date: November 13, 2025

Subject:
Consideration of the appointment of one (1) member to serve on the Planning Commission for an unexpired term ending in 2026.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
Planning Commission Member, Matthew Carver, has moved out of Smyrna Town limits and will need to resign his seat on the Planning Commission. His term is set to end in 2026.

Summary:
Appointments to the Planning Commission are made by the Mayor.

Recommended Council Action:
Appointment of one (1) member to the Planning Commission to serve an unexpired term ending in 2026.

Attachments:
1. Haley, Vanessa (Planning)

Smyrna Tennessee

Amber Hobs <amber.hobbs@townofsmyrna.org>

Committee Application: Planning Commission

1 message

noreply via Board Applications <boardapplications@townofsmyrna.org> Wed, Oct 15, 2025 at 8:42 AM
Reply-To: [redacted]
To: boardapplications@townofsmyrna.org
Cc: noreply@revize.com

Date = 2025-10-15
Committee-Requested[] = Planning Commission
Full-Name = Vanessa K Haley
Street-Address = [redacted]
City = Smyrna
State = TN
Zip-Code = 37167
How-long-have-you-lived-in-Smyrna = 33 years
Are-you-a-registered-voter = Yes
Phone-Number = [redacted]
Alternate-Phone-Number = N/A
E-mail-Address = [redacted]
Current-Workplace = [redacted]
Job-Title = Aesthetician/Makeup artist A
Length-of-Employment = N/a
Business-Address = [redacted]
Smyrna,
Business-Phone-Number = [redacted]
Education = N/A
Past-Current-Community-Involvement = 13 years - multiple Board of Director positions with the Smyrna independent Merchants Association
Shared responsibility of presenting Depot Days each year (13 years)
5 years - Historic Zoning Commission
2.5 years - Board of Zoning Appeals
Part of the Lowry St Revitalization committee
Many volunteer hours at Smyrna Elem, and Smyrna Middle School.

Professional-Organizations = SiMA
Why-you-would-like-to-serve-on-this-committee = I'm interested in learning as much as possible about how the shaping of our town works, and having a voice in that planning process.
Do-you-know-of-any-potential-conflicts = No known conflicts
Client IP = 68.47.195.253

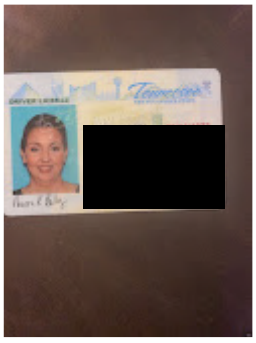

image.jpg
4069K

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.f.
Department: Administration
Date: November 13, 2025

Subject:
Consideration of the appointment of one (1) member to the Linebaugh Library Board of Directors to serve an unexpired term ending in 2027.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
Staff Attorney, Ben Groce, for the Town of Smyrna has been serving on the Library Board and will need to resign his spot, as it interferes at certain times with meetings he needs to attend for the Town.

Summary:
This vacancy and appointment will be filled to serve the remainder of his unexpired term ending in 2027.

The appointment is made by Council nomination with majority confirmation.

Recommended Council Action:
Staff recommends nomination and appointment of one (1) member to serve an unexpired term ending in 2027.

Attachments:
1. Frederick, Angela (Library Board)
2. Reynolds, Lynn (Library Board)

Smyrna Tennessee

Amber Hobbs <amber.hobbs@townofsmyrna.org>

Committee Application: Linebaugh Library Board of Directors

1 message

noreply via Board Applications <boardapplications@townofsmyrna.org> Wed, Oct 1, 2025 at 12:31 PM
Reply-To: [redacted]
To: boardapplications@townofsmyrna.org
Cc: noreply@revize.com

Date = 2025-10-01
Committees-Requested[] = Linebaugh Library Board of Directors
Full-Name = Angela Frederick
Street-Address = [redacted]
City = Smyrna
State = TN
Zip-Code = 37167
How-long-have-you-lived-in-Smyrna = 3 years
Are-you-a-registered-voter = Yes
Phone-Number = [redacted]
Alternate-Phone-Number = N/A
E-mail-Address = [redacted]
Current-Workplace = Williamson County Schools
Job-Title = School Librarian
Length-of-Employment = July 2017- present
Business-Address = [redacted]

Business-Phone-Number = N/A
Education = MLIS
Past-Current-Community-Involvement = This would be my first committee as a resident of Smyrna.
Professional-Organizations = American Library Association (ALA) American Association of School Librarians (AASL) Tennessee Association of School Librarians (TASL)
Why-you-would-like-to-serve-on-this-committee = I have been a librarian for 20 years and a lifelong public library user. I am passionate about community literacy and access to books and materials.
Do-you-know-of-any-potential-conflicts = I do not.
Client IP = 66.4.9.109

CurrentDL.JPG
2827K

Smyrna Tennessee

Amber Hobbs <amber.hobbs@townofsmyrna.org>

Committee Application: Linebaugh Library Board of Directors

1 message

noreply via Board Applications <boardapplications@townofsmyrna.org> Mon, Oct 13, 2025 at 2:19 PM
Reply-To: [redacted]
To: boardapplications@townofsmyrna.org
Cc: noreply@revize.com

Date = 2025-10-13
Committee-Requested[] = Rutherford County Library System
Full-Name = Lynn Reynolds
Street-Address = [redacted]
City = Smyrna
State = TN
Zip-Code = 37167
How-long-have-you-lived-in-Smyrna = 2 years 3 months
Are-you-a-registered-voter = Yes
Phone-Number = [redacted]
Alternate-Phone-Number = [redacted]
E-mail-Address = [redacted]
Current-Workplace = Retired
Job-Title = Formerly Project Manager Film Production
Length-of-Employment = Retired after 27 years
Business-Address = N/A
Business-Phone-Number = [redacted]
Education = B. A. English
Past-Current-Community-Involvement = Currently:
League of Women's Voters Board member
Volunteer with Second Harvest Food Bank
Master Gardener of Rutherford County- community outreach
Prior to 2023:
Board member Environmental Task Force, City of West Hollywood
Member Strategic Planning Committee, City of West Hollywood
Board member Ashland, Oregon Schools Foundation

Professional-Organizations = Directors Guild of America
Why-you-would-like-to-serve-on-this-committee = It would be a privilege to be involved in my new community's Library at a time of rapid growth and many changes being considered at the level of my community. I consider the Public Library System of the United States one of our sacred institutions and I would love to be of service.
Do-you-know-of-any-potential-conflicts = None
Client IP = 2600:1702:1750:14f0:a3b4:cc22:fef1:16da

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Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.g.
Department: Administration
Date: November 13, 2025

Subject:
Consideration of the appointment of three (3) members to serve on the Municipal Industrial Development Board; one (1) member to serve an unexpired term ending in 2027, one (1) member to serve a term ending in 2030, and one (1) member to serve a term ending in 2031.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
One member will need to resign his seat on the Municipal Industrial Development Board due to moving outside town limits. We currently have two additional vacancies on this board, for a total of three current vacancies.

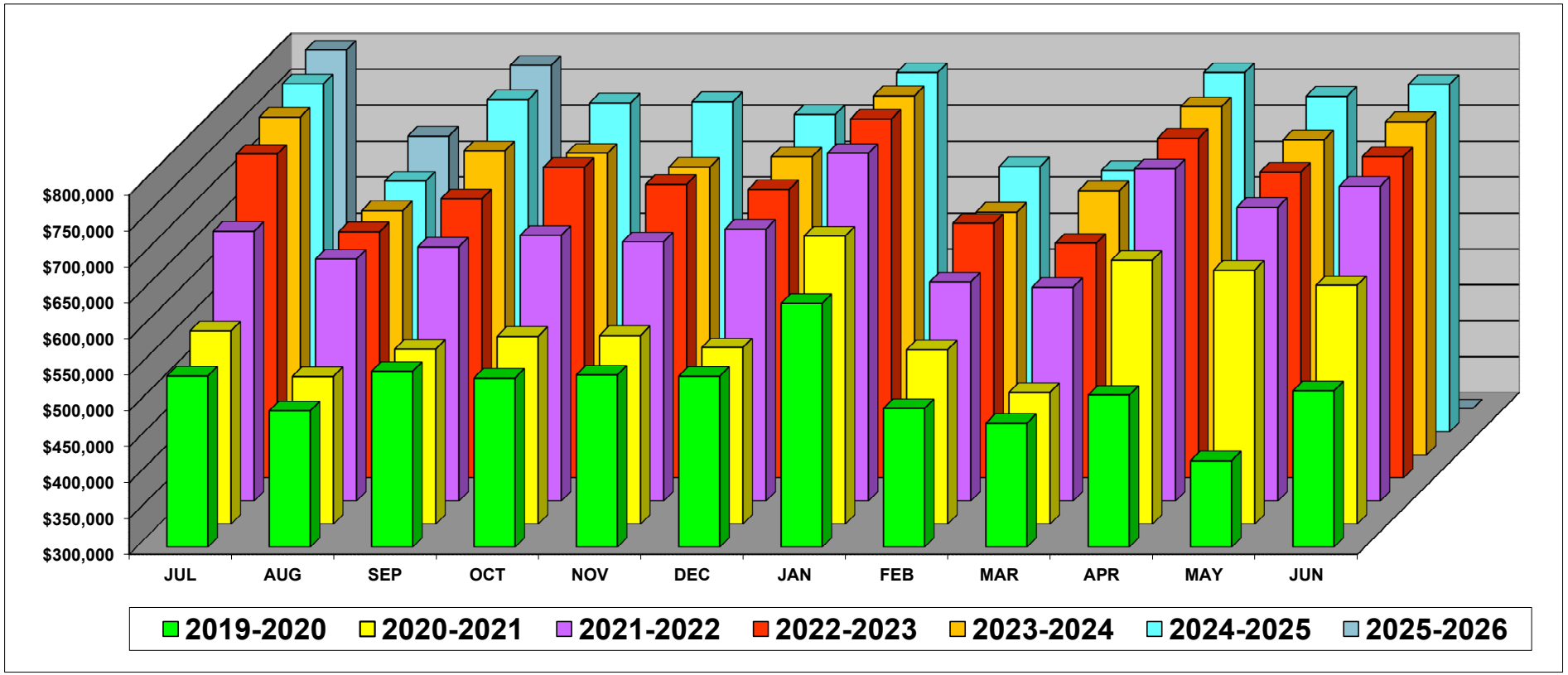
Summary:
Nominations and appointments to this Board are made by Council majority.

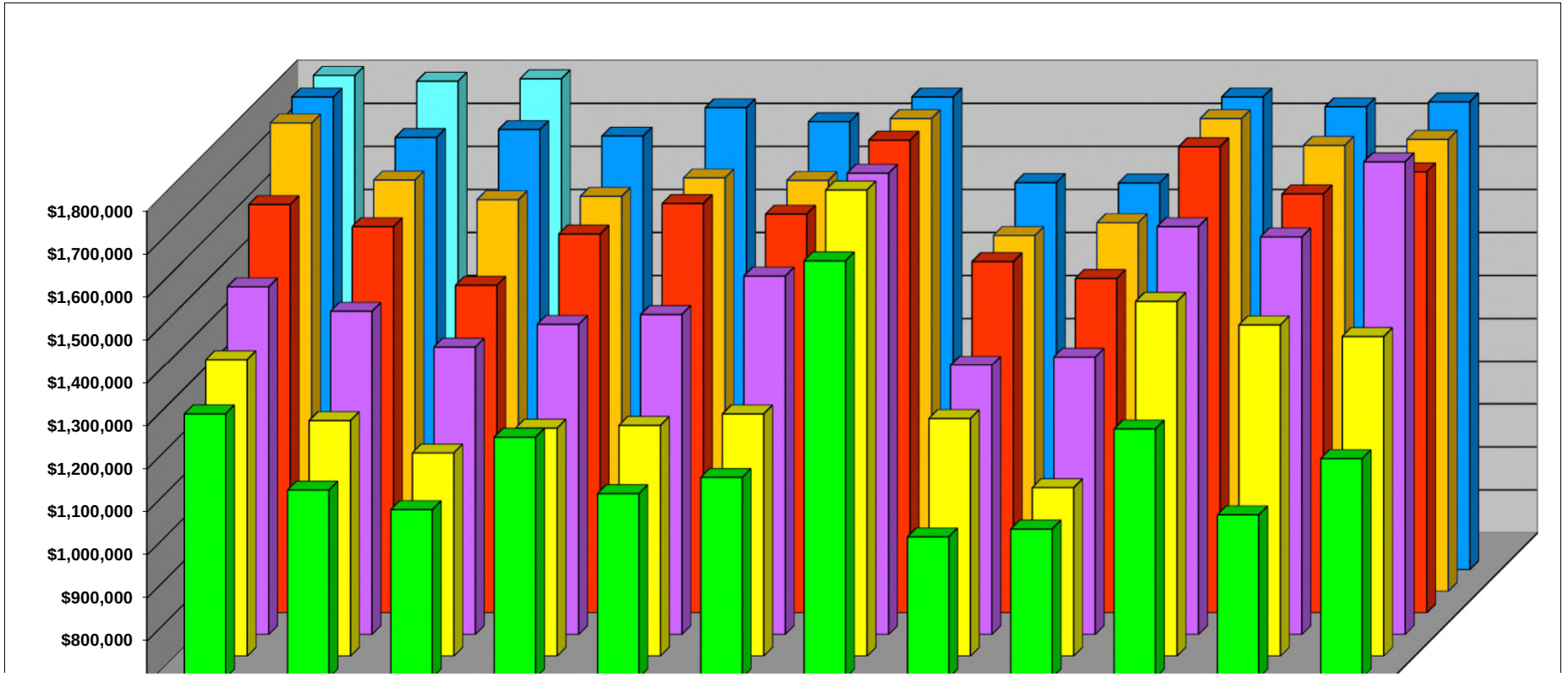
Recommended Council Action:
Staff recommends nomination and appointment of three (3) members to serve on the Municipal Industrial Development Board; one (1) member to serve an unexpired term ending in 2027, one (1) member to serve a term ending in 2030, and one (1) member to serve a term ending in 2031.

Attachments:
None

STATE SHARED TAX COMPARISON

Month	2019-2020 Monthly Total	2020-2021 Monthly Total	2021-2022 Monthly Total	2022-2023 Monthly Total	2023-2024 Monthly Total	2024-2025 Monthly Total	2025-2026 Monthly Total	2025-2026 Cumulative Total	Cumulative Change From Prior Year	Monthly Change From Prior Year
July	$538,607	$569,227	$675,704	$750,938	$770,508	$784,583	$799,150	$799,150	1.86%	1.86%
August	$490,350	$505,650	$637,125	$642,853	$640,156	$648,895	$679,574	$1,478,724	3.16%	4.73%
September	$545,010	$543,837	$654,051	$688,813	$723,602	$762,463	$778,047	$2,256,771	2.77%	2.04%
October	$535,795	$561,777	$670,111	$732,715	$720,068	$758,074			-	-
November	$539,986	$562,873	$661,082	$708,770	$700,782	$759,740			-	-
December	$538,242	$546,193	$678,744	$701,643	$715,102	$741,754			-	-
January	$639,967	$701,428	$784,248	$823,609	$932,749	$873,761			-	-
February	$493,603	$543,003	$605,312	$654,525	$638,086	$669,404			-	-
March	$472,865	$483,643	$597,747	$626,857	$667,651	$664,131			-	-
April	$511,986	$667,669	$762,848	$773,106	$785,084	$805,026			-	-
May	$420,817	$654,013	$709,081	$726,153	$738,889	$767,217			-	-
June	$518,069	$632,775	$738,292	$747,334	$763,902	$783,788			-	-
Fiscal Year Total	**$6,245,296**	**$6,972,088**	**$8,174,345**	**$8,577,317**	**$8,796,579**	**$9,018,836**	**$2,256,771**			
								$9,366,000	2025-2026 BUDGET	
Increase Over Prior Yr	**1.6%**	**11.6%**	**17.2%**	**4.9%**	**2.6%**	**2.5%**		24.10%	of Budget	
								25.00%	of Year	



LOCAL SALES TAX COMPARISON

Month	2019-2020 Monthly Total	2020-2021 Monthly Total	2021-2022 Monthly Total	2022-2023 Monthly Total	2023-2024 Monthly Total	2024-2025 Monthly Total	2025-2026 Monthly Total	2025-2026 Cumulative Total	Cumulative Change From Prior Year	Monthly Change From Prior Year
July	$1,312,882	$1,390,327	$1,509,514	$1,650,638	$1,789,943	$1,815,261	$1,867,607	$1,867,607	2.88%	2.88%
August	$1,135,971	$1,247,023	$1,452,861	$1,599,124	$1,657,278	$1,706,139	$1,786,616	$3,654,223	3.77%	4.72%
September	$1,090,456	$1,171,964	$1,369,684	$1,462,909	$1,611,573	$1,724,292	$1,792,206	$5,446,429	3.83%	3.94%
October	$1,258,630	$1,229,619	$1,422,373	$1,582,132	$1,619,480	$1,709,348			-	-
November	$1,127,668	$1,236,004	$1,445,358	$1,652,887	$1,662,363	$1,775,059			-	-
December	$1,165,293	$1,262,502	$1,534,530	$1,628,335	$1,656,329	$1,742,705			-	-
January	$1,670,399	$1,784,627	$1,773,435	$1,973,137	$2,127,344	$2,165,424			-	-
February	$1,027,159	$1,251,752	$1,326,843	$1,518,119	$1,528,565	$1,601,289			-	-
March	$1,045,378	$1,091,353	$1,346,157	$1,478,814	$1,558,258	$1,600,418			-	-
April	$1,277,864	$1,525,934	$1,649,321	$1,784,941	$1,807,516	$1,839,663			-	-
May	$1,078,328	$1,471,223	$1,625,558	$1,675,329	$1,737,779	$1,777,235			-	-
June	$1,208,953	$1,444,368	$1,835,710	$1,726,626	$1,752,031	$1,788,549			-	-
Fiscal Year Total	**$14,398,978**	**$16,106,697**	**$18,291,344**	**$19,732,991**	**$20,508,458**	**$21,245,383**	**$5,446,429**			
								$21,836,000	2025-2026 Budget	110-31610
Incease Over Prior Yr	**3.0%**	**11.9%**	**13.6%**	**7.9%**	**3.9%**	**3.6%**		24.94%	of Budget	
								25.00%	of Year