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.

December 9, 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: Pastor Paul Chisgar, Rutherford County Baptist Church

Pledge of Allegiance: Assistant Town Manager, Todd Spearman

3. Roll Call

4. Approval or Correction of Minutes

November 13, 2025, regular meeting and November 24, 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 Professional Design Services Agreement with Kimley-Horn for improvements at the Rotary Soccer Park.

b. Approval of the terms of, and authorization for the Mayor to execute, a contract with Mimecast for email security services and support.

c. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Strategic Vision Advisory Group relative to an audit of hotel motel taxes.

d. Approval of the terms of, and authorization for the Mayor to execute, agreements relative to the purchase of Loose Equipment for Aerial Ladder 76.

e. Approval of the terms of, and authorization for the Mayor to execute, agreements relative to the purchase of Loose Equipment for Rescue 1.

f. Approval of the terms of, and authorization for the Mayor to execute, a renewal with CIGNA Healthcare for Third Party Administrator / Network services for employee Health Insurance plan.

g. Approval of the terms of, and authorization for the Mayor to execute, a contract with TK Elevator Corporation for the labor associated with the modernization of the elevator at the Water Treatment Plant.

h. Approval of the terms of, and authorization for the Mayor to execute, Change Order #2 with Hawkins & Price relative to Front Street Water final adjusting.

i. Approval of the terms of, and authorization for the Mayor to execute, Addendum #1 for Design and Right Of Way Services for the Lowry Street Phase 3 Sidewalk Connection Project.

j. Approval of the terms of, and authorization for the Mayor to execute, an agreement with ELI Engineering to perform engineering design services for a pedestrian crossing on Rock Springs Road near Montgomery Way and Paul Johns Park.

k. Approval of the terms of, and authorization for the Mayor to execute, a contract with Tennessee Department of Transporation Local Programs for the Old Nashville Highway Sidewalk project.

l. Approval of the terms of, and authorization for the Mayor to execute the contract proposal with Barge Design Solutions for Survey, NEPA/Environmental and Design for the Intersection Improvements SR-266 Sam Ridley Parkway and SR-266 Jefferson Pike.

m. Approval of the terms of, and authorization for the Mayor to execute, a contract with TischlerBise, Inc. for the Impact Fee Study update.

7. Old Business

a. **PUBLIC HEARING:** 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.

8. New Business

a. Planning Commission Report

1. Consideration of an Ordinance relative to the rezoning of Tax Map 28J, Group A, Parcel 1.00, from R-3 to C-4 requested by Tracye Mayolo. The property requested to be rezoned contains approximately .71 acre and is located at 1191 Rock Springs Road.

2. Consideration regarding the acceptance of a tract of land to be donated to the Town by Vester Waldron FLP for use as a public park.

b. Consideration and authorization for the Mayor to execute an agreement between the Town of Smyrna and Vester Waldron, FLP relative to the Vintage.

c. Consideration of Smyrna Police Department policy revisions relative to Court Attendance, Promotions, Conduct and Responsibilities, and Discipline.

d. Consideration of an Ordinance amending Title 1 "General Administration" Section 1-104 "Order of Business" of the Municipal Code relative to Public Comment at meetings.

e. Consideration of the appointment of one (1) member to the Board of Zoning Appeals to serve 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.

9. Other

10. Status Reports

October State Shared & Local Sales Tax

11. Correspondence & Announcements

12. Adjournment

TOWN OF SMYRNA

TOWN COUNCIL MEETING

MINUTES

November 13, 2025 **5:00 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 05:01 PM.

Prayer: Smyrna Police Department Chaplain, Bob Horn

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

Pledge of Allegiance: Smyrna Fire Dept. Chief, Brian Goss

The Pledge of Allegiance was led by Smyrna Fire Department Chief, Brian Goss.

3. Roll Call

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

4. Approval or Correction of Minutes

4.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.

Following a review of the Minutes as stated above, Vice-Mayor Marc Adkins made a motion to approve the minutes; the motion was duly seconded by Council Member Gerry Short. 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 Steve Sullivan made a motion to approve Consent Agenda items. The motion was duly seconded by Council Member HG Cole and subsequently approved 7-0.

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”.

6.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.

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

6.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.

6.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.

6.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.

6.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.

6.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.

6.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.

6.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.

6.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.

6.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.

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

6.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.

6.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.

6.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

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

The Town Council next considered a Resolution for Plan of Services for properties located on Tax Map 50, Parcel 31. The recommendation of the Planning Commission was that the Plan of Services be approved.

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

Following discussion, Council Member Jerome Dempsey made a motion to approve the Resolution for Plan of Services. The motion was duly seconded by Vice-Mayor Marc Adkins. After further discussion, the motion was approved 7-0.

A copy of said Resolution for Plan of Services, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "2." (Resolution #25-26)

7.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.

The Town Council next considered on second and final 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 Planning Commission reviewed this request and recommended approval.

At this time, Mayor Reed recessed the meeting without objection, and a public hearing was opened related to the agenda item. Tanya Singleton, 5297 Lee Road, 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 Steve Sullivan made a motion to approve the Ordinance on second and final reading; the motion was duly seconded by Council Member Racquel Peebles. After 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 #25-32)

7.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.

The Town Council next considered 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.

Following discussion, Council Member HG Cole made a motion to approve the Resolution. The motion was duly seconded by Council Member Steve Sullivan. After further discussion, the motion was approved 7-0.

A copy of said Resolution, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “4.” (Resolution #25-27)

7.d. <u>PUBLIC HEARING</u>: 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 second and final 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 Planning Commission reviewed this request and recommended approval.

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

Following discussion, Council Member Gerry Short made a motion to approve the Ordinance on second and final reading; the motion was duly seconded by Vice-Mayor Marc Adkins. After 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 “5.” (Ordinance #25-33)

7.e. <u>PUBLIC HEARING</u>: 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 second and final reading an Ordinance amending Smyrna Municipal Code Title 15, Chapter 6, Section 622 relative to Modified Public Transportation Vehicles.

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; the motion was duly seconded by Council Member Racquel Peebles. After 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 "6." (Ordinance #25-30)

8. New Business

8.a. Planning Commission Report

8.a.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.

The Town Council next considered on first reading 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. This item had been deferred by the Council from the previous meeting. After the deferral, adjustments to the application were made and said item was resubmitted to the Planning Commission for review and consideration. The Planning Commission recommended approval.

Following discussion, Vice-Mayor Marc Adkins made a motion to defer this matter on first reading to the December Council meeting or to such time that an agreement has been approved with Consolidated Utility District, whichever comes later. The motion was duly seconded by Council Member Racquel Peebles. After further discussion, the motion to defer this item on first reading was approved 7-0. A new Ordinance number will be issued to notate potential approval on second and final reading in calendar year 2026.

A copy of said Ordinance, as deferred on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "7." (Ordinance #26-2)

8.a.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.

The Town Council next considered on first reading 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. The recommendation of the Planning Commission was that the request be approved.

Following discussion, Council Member Jerome Dempsey made a motion to deny the Ordinance on first reading. The motion to deny was duly seconded by Council Member Gerry Short. After further discussion, the motion to deny was approved 7-0.

A copy of said Ordinance, as denied on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “8.” (Ordinance #25-34)

8.a.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.

The Town Council next considered on first reading 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. 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. The motion was duly seconded by Council Member Racquel Peebles. After further discussion, the motion was approved 6-0-1 with Vice-Mayor Marc Adkins abstaining from the vote.

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 “9.” (Ordinance #25-35)

8.a.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.

The Town Council next considered a Resolution relative to the mandatory referral and acceptance of two tracts of land to be donated to the Town by Drapac for use as a fire station and public park.

Following discussion, Council Member Steve Sullivan made a motion to approve the Resolution. The motion was duly seconded by Council Member HG Cole. After further discussion, the motion was approved 6-1, with Council Member Jerome Dempsey voting against said item.

A copy of said Resolution, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “10” (Resolution #25-25)

8.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.

Next, the Town Council considered an agreement between the Town of Smyrna and Stars and Stripes 3H, 3L and 30 relative to Lyndwood. Following discussion, Vice-Mayor Marc Adkins made a motion to the agreement and to authorize the Mayor to sign; the motion was duly seconded by Council Member Steve Sullivan. The motion was approved 6-1, with Council Member Jerome Dempsey voting against said agenda item.

A copy of said agreement is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “11”.

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

The Town Council next considered a Resolution relative to adopting the Town of Smyrna Logo, Branding Guidelines and proposed Usage Agreement for outside entities. Following discussion, Vice-Mayor Marc Adkins made a motion to approve the Resolution. The motion was duly seconded by Council Member Jerome Dempsey. After further discussion, the motion was approved 7-0.

A copy of said Resolution, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “12.” (Resolution #25-24)

8.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.

The Town Council next considered a Resolution establishing the dates, times and place of the regular meetings and work sessions of the Town Council for calendar year 2026. Following discussion, Council Member Steve Sullivan made a motion to approve the Resolution. The motion was duly seconded by Vice-Mayor Marc Adkins. After further discussion, the motion was approved 7-0.

A copy of said Resolution, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “13." (Resolution #25-23)

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

At this time, Mayor Reed appointed applicant Vanessa Haley to the Planning Commission to serve an unexpired term ending in 2026.

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

At this time, Council Member Steve Sullivan made a nomination that applicant Angela Frederick be appointed to the Linebaugh Library Board of Directors to serve an unexpired term ending in 2027. There were no other nominations. Angela Frederick's nomination was confirmed unanimously by Council.

8.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.

There were no applicants to consider at this time.

9. Other

There was no other business to be considered at this time.

10. Status Reports

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

September State Shared tax & September 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 6:37 p.m.

Town of Smyrna, Tennessee

_____

Mary Esther Reed, Mayor

Attest:

_____

Amber Hobbs, Town Clerk

MINUTES OF THE WORKSESSION OF THE TOWN COUNCIL OF THE TOWN OF SMYRNA ON NOVEMBER 24, 2025

The Town Council of the Town of Smyrna, Rutherford County, Tennessee, met in a work session at 5:00 p.m. on November 24, 2025, at Town Hall to discuss various agenda items. The following Town Council Members were present:

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

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

Following discussion of various agenda items, without objection, the meeting was adjourned at 7:31 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: Parks
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a Professional Design Services Agreement with Kimley-Horn for improvements at the Rotary Soccer Park.

Fiscal Impact:
$149,900.00

Contract Type:
Professional Services Contract

Contract Term (if applicable):

Background:
The Rotary Soccer Park, which opened in 1997, is home to the Stones River Futbol Club. The recreation league and select teams have over 2,000 participants. In 2020, the park was expanded by adding three additional fields. Due to the park being landlocked, we need to maximize the available space by expanding the field use and parking areas.

Summary:
The Town opened five proposals for the soccer park improvements on September 30th, 2025. The evaluation committee for the proposals consisted of Tom Rose, Jimmy Stitt, and Mike Moss. Kimley-Horn (KH) received the highest score; therefore, the town worked with them to develop an agreement. The soccer league continues to grow, and the park is largely landlocked. The primary goals of the project are to convert two (2) natural grass fields to synthetic turf and to expand parking opportunities. The scope of work also includes design of sports lighting upgrades, location of shade structures in strategic locations, developing a championship-style field with accessible bleachers and sidewalks, a prefabricated shade structure over the picnic area, and replacement of playground equipment. In addition, the design work includes pedestrian access from the main buildings to fields 6 and 7, evaluation of stormwater facilities, and a traffic flow analysis to possibly improve traffic flow. The agreement cost is $149,900, and the project is included in the Parks and Recreation Capital Improvement Budget. The town may pursue TDEC Local Parks and Recreation Fund Grants and possibly other grants. The town owns the soccer park property, which helps with grant opportunities. Kimley-

Horn will assist with identifying grant opportunities and developing support materials if needed. More details are in the agreement.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. 2025_RFP_Rotary Soccer Park Design Services Evaluation Summary
2. Rotary Soccer Park Improvements_Agreement_20251119
3. KH signed Addendum
4. Kimley-Horn Proposal
5. RSP 11x17 Map 2024 (updated)
6. RSP Request for Proposals

2025 Rotary Soccer Park Design Services
Proposal Evaluation

CRITERIA	Kimley Horn	Lose Design	RDG Planning & Design	Surface 678	The Edge Group
A. 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?	86	86	85	81	86
B. ASSIGNED PERSONNEL: DO THE PERSONS WHO WILL BE WORKING ON THE PROJECT HAVE THE NECESSARY SKILLS?	72	72	64	67	70
C. AVAILABILITY: CAN THE WORK BE COMPLETED BY THE DEADLINE? IS THE PROJECT TEAM AVAILABLE TO ATTEND MEETINGS IF REQUIRED? DOES THE LEAD FIRM OR ITS SUBS HAVE OTHER CONTRACTS THAT MAY CAUSE A PROBLEM IN COMPLETION?	72	69	67	62	68
D. TEAM EXPERIENCE & CAPABILITIES: DO THE PRIME CONTRACTOR AND SUBS HAVE A DEMONSTRATED WORKING RELATIONSHIP? ARE SUFFICIENT STAFF AVAILABLE TO SUPPORT KEY PROJECT PERSONNEL?	59	57	56	55	54
TOTALS	289	284	272	265	278

November 19, 2025

Mr. Mike Moss
Director of Parks and Recreation
Town of Smyrna
100 Sam Ridley Pkwy East
Smyrna, Tennessee 37167

RE: ***Professional Services Agreement***
Rotary Soccer Park Improvements
Smyrna, Tennessee

Dear Mr. Moss:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this letter agreement (the "Agreement") to the Town of Smyrna, Tennessee ("Town") for professional consulting services related to the design and implementation of planned improvements at Rotary Soccer Park.

PROJECT UNDERSTANDING

The Town of Smyrna desires to make improvements to Rotary Soccer Park that will improve playability, accessibility, and the overall user experience for athletes and spectators. Primary goals of the project consist of the conversion of two (2) existing fields to synthetic turf and the expansion of the main parking lot. Additional planned improvements consist of upgrading LED sports lighting on Fields 1-5, new parking lot lighting, adding accessible bleachers and sidewalks to either field 1 or 2 to function as the championship field, add a prefabricated shade structure over the picnic area, and replacement of the existing playground equipment.

The Town also wishes to add a pedestrian connection between the building area and the pedestrian connection between Fields 6 and 7, add shade structures at strategic locations, and evaluate stormwater facilities to ensure compliance with current standards and mitigate localized flooding concerns.

The Town may pursue TDEC Local Parks and Recreation Fund (LPRF) grants and other funding sources, with Kimley-Horn assisting in identifying opportunities and developing supporting documentation as additional services outside the base scope below.

SCOPE OF SERVICES

Our Scope of Services and Fee are as follows:

Task 1 – Project Coordination & Meetings

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Town throughout the process.

Task 1.1 – Kickoff Meeting and Site Visits

Kimley-Horn will facilitate one (1) in-person kickoff meeting with staff to discuss the vision and goals for the project as well as any other key issues consisting of a project schedule, identifying key stakeholders, and other pertinent information to this project. General notes and topics of discussion will be documented in meeting minutes.

Task 1.2 – Coordination Meetings

Kimley-Horn will attend up to three (3) additional in-person meetings during the design process to discuss updates, progress, and other pertinent items.

Task 2 – Partial Boundary & Topographic Survey

Kimley-Horn through its subcontractor will survey the area outlined in Exhibit A in order to produce an existing conditions survey for a portion of the site. Assets to be captured consist of existing topography, existing water features, existing built structures such as sidewalks, walls, roads (including curb & gutter), parking lots, signage, paint striping, drainage structures, and visible utilities including invert elevations and pipe material/diameter).

All survey data is to be delivered in Tennessee State Plane 4100, USFT. Vertical datum will be delivered in NAVD 88. The survey results shall meet or exceed Category I minimum standards as defined in 0820-03-.05 ACCURACY OF SURVEYS of the Tennessee State Board of Examiners Standard of Practice.

Exhibit A

Task 3 – Hydrologic Determination

Kimley-Horn will partner with a Subconsultant to conduct a hydrological determination on the identified reaches of the site's watercourse and wetlands bound by the extent contained on the surveyed boundaries, if available at the time of the site visits. It is anticipated that one (1) hydrologic determination will be required of the site's watercourses. The hydrologic determinations will establish the jurisdictional status of the identified watercourses per Tennessee's statutory definition of a wet weather conveyance. The evaluations will be conducted per the Tennessee Department of Environment and Conservation's (TDEC) hydrologic determination protocols.

Task 4 – Schematic Design (SD)

Kimley-Horn will prepare a conceptual design layout depicting key improvements. The conceptual layout will consist of conversion of two (2) existing fields (Fields 1 and 2) to synthetic turf, addition of sidewalks and bleachers at either field 1 or 2 depending on site constraints, and expansion of existing main parking lot. The concept will also identify pedestrian connections between the restroom and Fields 6 and 7, replacement of existing playground, a note for future shed relocation by Town outside of this project scope, along with proposed locations for up to three (3) shade structures adjacent to existing fields.

General stormwater, grading, and drainage considerations will also be reflected in the conceptual layouts. Kimley-Horn will review the concepts with the Town and advance one preferred alternative for detailed design.

Task 5 – Design Development (DD)

Following Town feedback on the SD level concept from Task 4 above, Kimley-Horn will prepare design development plans incorporating preliminary grading and drainage design, preliminary stormwater calculations, and a detention analysis to ensure compliance with Town requirements. The design will also consist of pedestrian circulation and ADA access to the championship field, playground and shade structure layouts, and preliminary utility coordination.

Kimley-Horn will coordinate with the turf, lighting, prefabricated pavilion and shade structures, and playground manufacturer representatives selected by the Town to incorporate their proposed layouts, recommended designs, and technical specifications into the plans.

The Design Development (DD) set is anticipated to include the following sheets:

- Cover Sheet
- General Notes
- Existing Conditions and Demolition Plan
- Site Layout Plan
- Grading and Drainage Plan
- Utility Plan
- Site Lighting and Electrical Plan detailed below

Task 5.1 – Lighting Design

Kimley-Horn will provide photometric/lighting design services for the proposed sports facility. Kimley-Horn will be responsible for the design and photometric analysis of the site areas limited to the main parking lot as well as around the two (2) existing buildings. Sports lighting system and photometric analysis for fields 1-5 will be coordinated with Musco sports lighting for their design. The site lighting system will be analyzed by Kimley-Horn under the following key elements:

- Photometric analysis will be completed in AGI32 measuring horizontal illuminance at ground level.
- Client will be responsible for providing any jurisdictional standards that will take precedence. Should client standards not exist, the lighting will be completed to meet lighting levels recommended by the IENSA Recommended Practices.
- Kimely-Horn will coordinate with the client to obtain a preferred light fixture for the parking lot and site.
- Kimley Horn will additionally design pedestrian lighting along the pathways between the sports fields limited to the areas between fields 1-5 and the main parking lot.

Task 5.2 – Electrical Design

Kimley-Horn will provide electrical design services for the proposed sports lighting system based on the electrical system requirements identified by Musco as well as the lighting system derived in task 5.1. These requirements consist of the following key elements:

- Electrical design will be in accordance with the latest version of the National Electric Code adopted/accepted by the jurisdiction at the time this task order is executed.
- Lighting circuit conductors will be placed in conduit with a junction box placed at the base of each sports pole.
- It is understood that Kimley-Horn is anticipated to design the lighting system to tie into a new electrical system on site and coordinated with the local utility. The Client will provide information on the existing electrical panelboard.

Electrical Plans will consist of:

- Plan set cover sheet
- Electrical detail sheets, including cabinet and panel details (approx. 2 drawing sheets)
- Electrical plan sheets, with conduit and conductor sizes (approx. 2 drawing sheets)
- Structural plan sheets, inclusion of Musco provided signed and sealed light pole foundation design for permitting review (approx. 1 drawing sheet)
- Photometric plan sheets, inclusion of Musco provided photometric design for Permitting review (approx. 1 drawing sheets)
- Lighting controls plan sheets, inclusion of Musco provided lighting control summary for permitting review (approx. 2 drawing sheets)

Task 5.3 – Opinion of Probable Cost

Kimley-Horn will prepare an opinion of probable construction cost. The opinion of probable construction cost will be based on rough order of magnitude construction costs and will be based on preliminary quantities developed from the preliminary concept drawing.

Any opinions rendered as to costs, expenses, or revenue, including but not limited to opinions as to the costs of construction and materials, shall be made based on the Kimley-Horn's experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids, actual costs, or revenues will not vary from its opinions.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at the time of preparation and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 6 – Construction Documents (CD)

After receiving a consolidated list of comments from the Town on the DD plans from Task 5 above, Kimley-Horn will prepare a consolidated set of construction plans for the proposed park improvements. It is anticipated this set of plans will consist of the following sheets:

- Cover Sheet – This sheet will contain relevant project/contact information.
- General Notes – This sheet will contain notes related to contractor responsibilities, and coordination requirements during construction.
- Existing Conditions / Demolition Plans – This sheet will contain limited existing conditions and demolition areas based on the topographic survey provided by the Subconsultant.
- Erosion and Sediment Control Plans (3-Phase) – These sheets will show temporary erosion control measures, consisting of tree protection fence, construction fence, silt fence, diversions, and contractor access points as necessary.
- Site Plans and Details – These sheets will contain a site plan showing the locations of the proposed renovations as well as necessary details.
- Grading and Drainage Plans – This sheet will consist of proposed contours, key spot grades, stormwater improvements, and limits of disturbance.
- Site Lighting and Electrical Plans – These plan sheets will depict a design intent electrical conduit size and routing for service based on the electrical system requirements identified by the sports lighting vendor. The Town will provide one (1) consolidated list of comments on the draft plans, and Kimley-Horn will address one (1) round of review comments as part of this task.
- Construction Details – Details for site improvements, utilities, stormwater management structures, and erosion and sediment control measures will be shown.

Kimley-Horn will provide technical specifications as necessary for site work, site preparation, site demo, concrete, and asphalt. Turf manufacturer to provide technical specifications for Client selected turf product.

Task 7 – Stormwater Management Report

Kimley-Horn will prepare a hydrologic study for the site and design one overall stormwater management system. A Hydrology Report summarizing the study and the conclusions will be prepared for submittal to the appropriate review authorities. The Hydrology Study may consist of the following information:

- Location, description, and hydrologic and hydraulic analysis of existing and permitted stormwater runoff contributions to the site. This shall consist of an examination of the existing stormwater detention basin located on the site.
- Locations, descriptions, and hydrologic and hydraulic analysis of proposed stormwater management facilities for the site and how these facilities tie into the existing stormwater system.
- Long term maintenance plan for proposed stormwater structures or Best Management Practices

Task 8 – Permitting

Kimley-Horn will submit the permit application packages to the Client and Tennessee Department of Environment and Conservation (TDEC). Kimley-Horn will submit the application packages for the following permits on the Client's behalf. This task will consist of coordination and comment responses for up to two (2) rounds of review comments in this contract.

- Town Grading Permit
- NPDES Permit

Kimley-Horn will prepare a site-specific Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for coverage under the State of Tennessee's NPDES Construction General Permit. The SWPPP will consist of a three-phase erosion prevention and sediment control plan and other applicable erosion prevention and sediment control Best Management Practices (BMPs) for the site according to the Tennessee Erosion and Sediment Control Handbook. The Client will be responsible for paying all necessary permit and application fees. Kimley-Horn will submit the NOI to the local TDEC environmental field office for review and coverage under the NPDES Construction General Permit. Kimley-Horn will address two (2) rounds of comments from TDEC and resubmit plans for approval. No other TDEC or USACE permitting is anticipated for this project and thus is not including in the base scope of services.

Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and the probability and timeframe for approvals are made solely on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of the permits will not vary from its opinions or that all issues that may impact the permitting process have been investigated.

Task 9 – Grant Support

Kimley-Horn will assist the Town in identifying and evaluating potential grant opportunities, including the Tennessee Department of Environment and Conservation Local Parks and Recreation Fund (LPRF) program. Kimley-Horn will prepare a summary of potential funding opportunities and can provide assistance with grant application supporting materials as an Additional Service if the Town chooses to pursue an application.

Task 10 – Limited Bid Phase Services

Kimley-Horn will prepare a bid book that will consist of contract documents, bid forms, and required special provisions per Town requirements and electronic bidding platform. Kimley-Horn will prepare the bid advertisement text, and the Town will be responsible for advertising the bid.
Kimley-Horn will respond to a consolidated list of questions that arise during the bidding process and issue a statement of clarification or bid addendum as appropriate through the Town's electronic bidding platform.

Kimley-Horn will conduct one (1) pre-construction meeting at a time and location determined by the Town. Kimley-Horn will prepare and distribute meeting minutes.

Task 11 – Traffic Analysis

Kimley-Horn will Kimley-Horn will, through its subconsultant, collect traffic count data for one (1) intersection for up to twelve (12) hours of turning movement counts (including bicycles and pedestrians) to determine the existing peak hour traffic volumes at the intersections of Mayfield Drive and the Park entrance. Data will be collected from 7:00 AM to 7:00 PM on a Saturday and Sunday and on one (1) additional day as determined by the Client. Utilizing the traffic counts, Kimley-Horn will model the intersection within Synchro (traffic simulation software) to help determine recommendations to help improve traffic flow.

Kimley-Horn will conduct field observations to assess existing traffic conditions and traffic circulation at one (1) event to be selected in coordination with the Client. Kimley Horn will observe conditions for up to four (4) hours at the event.

A memo will be provided to outline any proposed traffic-related recommendations.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Town requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide consist of, but are not limited to, the following:

- Additional meetings beyond those outlined in the above scope
- Additional revisions beyond the scope that is outlined above
- Additional site visits beyond those outlined in the above scope
- Presentations to Board of Mayor and Aldermen and Planning Commission
- Structural design
- Water quality design
- Geotechnical engineering
- Bid phase services beyond the scope that is outlined above
- Construction administration
- Others as requested by the Client

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's Kimley-Horns or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the services in Tasks 1-11 for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.10 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Project Coordination & Meetings	$9,800	Lump Sum
2	Partial Boundary & Topographic Survey	$23,500	Lump Sum
3	Hydrologic Determination	$2,700	Lump Sum
4	Schematic Design (SD)	$13,500	Lump Sum
5	Design Development (DD)	$35,800	Lump Sum
6	Construction Documents (CD)	$22,500	Lump Sum
7	Stormwater Management Report	$13,200	Lump Sum
8	Permitting	$8,500	Lump Sum
9	Funding & Grant Support	$2,800	Lump Sum
10	Bid Phase Services	$7,900	Lump Sum
11	Traffic Analysis	$9,700	Lump Sum

Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should consist of the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall consist of and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard

Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the **Town of Smyrna, Tennessee**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

___ Please email all invoices to _____

___ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Alisha Eley, PLA, LEED AP, ASLA
Associate

Matt Hamilton, PLA, ASLA
Project Manager

Attachment – Standard Provisions

Agreed to this _____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) **Client's Responsibilities**. In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
   c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
   d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
   e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.

3) **Period of Services**. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
   a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
   b. The Client will remit all payments electronically to:
      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248
   c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at https://www.kimley-horn.com/khts-software-license-agreement ("the License Agreement") which terms are incorporated herein by reference.

7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's

services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

16) **Construction Phase Services.**
   a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
   b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
   c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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 Kimley-Horn and Associates, Inc. herein further referenced and identified as ("Vendor") in order to amend the terms of the Agreement, including all attachments, exhibits, or any actual or virtual documents or writing, including, but not limited to, all any "clickwrap," "clickthrough" or "click and accept" agreement or other Terms of Service scheduled for presentation to the Town Council for approval on the ____ 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~~to the extent caused by 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.

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: N/A

11. 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~~ 11 serves to meet such burden and authorization of disclosure.

12. **BOYCOTT OF ISRAEL:** The Vendor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-127.

13. **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.

14. **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.

15. **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.

_____ _____

_____ TOWN OF

MAYOR OF SMYRNA, TENNESSEE

VENDOR OR AGENT

Kimley-Horn and Associates, Inc.

DocuSigned by:
Brett Creasman
D4437A5B1825438...

Brett Creasman

Vice President

7/24/2025

VENDOR OR AGENT

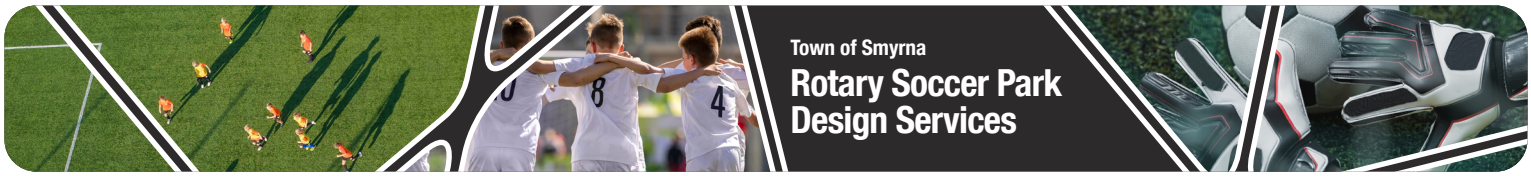
Town of Smyrna

Rotary Soccer Park Design Services

Prepared for: Town of Smyrna
Prepared by: Kimley Horn

Kimley»Horn

SEPTEMBER 2025



COVER LETTER

September 30, 2025

To:
Town of Smyrna
Sierra Lowry
Smyrna Town Hall
315 South Lowry Street
Smyrna, TN 37167

From:
Kimley-Horn
10 Lea Avenue
Suite 400
Nashville, TN 37210

RE: Request for Proposals (RFP)—Smyrna Rotary Soccer Park Design Services

Dear Ms. Lowry and Members of the Evaluation Team:

We are excited that the Town of Smyrna is seeking design services for upgrades to the Rotary Soccer Park. The introduction of this updated amenity will address the critical need for enhanced parking, minimize wear and tear on fields, and increase playability in wet conditions. These improvements will further position Smyrna as an exceptional place to live, work, and raise a family. The Town needs a consultant who is experienced in the design of parks and recreation facilities and infrastructure, who knows the challenges and opportunities of the site, has extensive experience in Tennessee Department of Environment and Conservation (TDEC) grant administration and implementation, and can provide innovative design solutions. **That consultant is Kimley-Horn.** As you review our proposal, please consider the following benefits that the Kimley-Horn team offers you:

Comprehensive Local Experience with National Expertise. The Kimley-Horn team has an extensive portfolio of parks and recreation projects, including sports complexes. Our team includes professionals from our Nashville office, including project manager **Matt Hamilton, PLA**, and senior advisor **Alisha Eley, PLA, LEED AP, ASLA**, who has more than 16 years of experience working on parks throughout Tennessee. Additionally, we are supported by national experts with decades of experience in sports complex design, construction, and operations. Our team has worked on 100+ sports and entertainment complexes across the country. ***With Kimley-Horn, you get a team that understands and cares about local needs and brings valuable lessons learned from parks and recreation projects nationwide.***

Creative Yet Cost Effective Design Solutions. We pride ourselves on our ability to blend creativity with practical and feasible design solutions that will meet the desired needs of the project stakeholders within a set budget. Knowing that you may utilize a Local Parks and Recreation Fund (LPRF) grant that is set based on both project scope and budget, our job is to provide you with the best design within your budget and the strict grant schedule. Our multidisciplinary team of landscape architects, engineers, planners, environmental experts, utility engineers, and others all sit under the same roof, which will save the Town time and money. ***With Kimley-Horn, you get a team with years of local design experience, a robust set of cost estimating tools, and a multifaceted consulting team of specialists in delivering projects on time and within budget.***

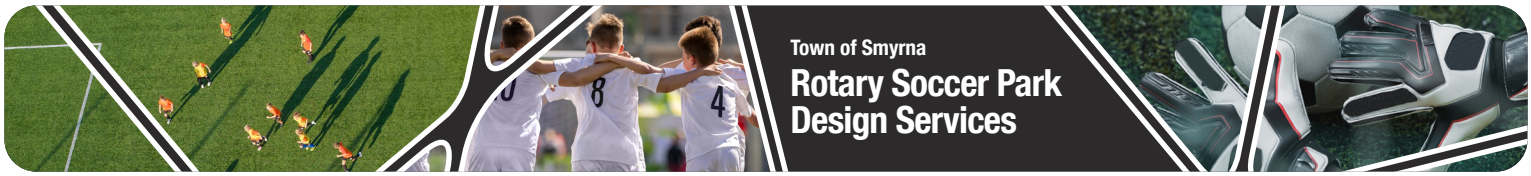
Extensive Grant Funding Experience. Kimley-Horn offers a team with extensive grant funding experience—managing projects from preparing grant applications to completing grant-funded design initiatives through construction close-out and final grant reimbursement. Specifically, our team is well-versed in LPRF grant requirements. Across the state, we have worked on more than 20 LPRF-funded projects with the TDEC Outdoor Recreation team. We supported six communities in the 2025 round of applications for recreation grants alone, securing more than $12 million in funding, and we are currently assisting each of these communities in grant administration, design, and implementation of their awarded projects. ***With this focused LPRF experience and our collaborative approach with the state, you get a consultant who can provide grant writing, administration, and design to help ensure this project adheres to the grant budget and schedule, maintaining a strong working relationship with TDEC staff who oversee and approve the process.***

Kimley-Horn is eager to work with the Town and has sufficient availability to partner with you on the design of park improvements and potential implementation of grant opportunities at Rotary Soccer Park. If you have any questions, please feel free to contact me at matt.hamilton@kimley-horn.com or 615 432 5522. Thank you for considering our team for this exciting project.

Sincerely,
KIMLEY-HORN

Matt Hamilton, PLA | Project Manager

Christopher D. Rhodes is our contract signing authority. His authorization can be found on page 43.



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Implementation Plan 35

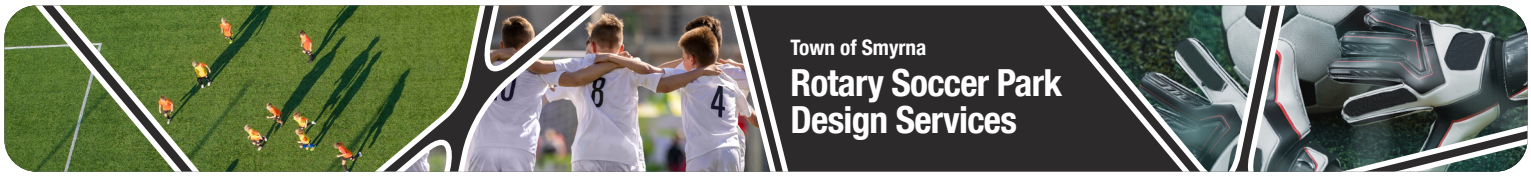
Evaluation Criteria

Scope/Approach	Our scope and approach are included on **pages 30-33**, as well as an opportunities and constraints map located on **page 34**.
Assigned Personnel	Our organization chart and personnel resumes are included on **pages 22-29**.
Availability	Availability of our personnel is identified on **page 23**.
Team Experience and Capabilities	Our experience is highlighted in on **pages 5-21.**
Appendix	**Appendix** containing Agreement and Specification Compliance is found on **pages 37-44.**

Seacrest Soccer Complex, Delray Beach, FL

Greenbrier Park Design Services, Arlington, VA

GOALS South Gate Soccer Center, South Gate, CA

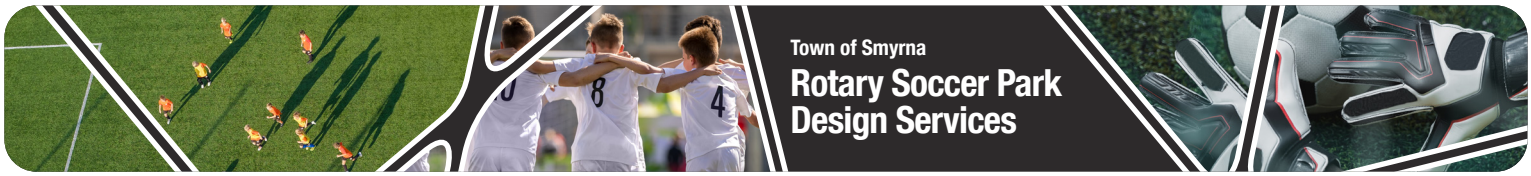


COMPANY OVERVIEW

Background

Founded 58 years ago, Kimley-Horn's professional strengths include comprehensive master planning, landscape architecture, grant funding support, civil engineering, parking, transportation planning and design, environmental sciences, water resources, structural engineering, and more. We have a broad portfolio of completed park projects that have included comprehensive services from master planning, program development, public meetings, and park design through construction. Our team's qualifications include designing tailored recreational experiences for our clients and communities. We take pride in designing neighborhood parks, signature parks, sports facilities, and other recreational sites that create experiences while respecting the land and using cost-effective design solutions. Members from different disciplines in our firm are all under one roof, enabling us to coordinate, meet, and operate seamlessly on a day-to-day basis, as well as add resources as needed on our projects. Kimley-Horn's multidisciplinary approach to projects enables us to deliver exceptional service to our clients. Our planners and landscape architects are strong facilitators and visionaries, combining a wide variety of design professions as well as the general public to produce top-notch park designs.

When deciding between a nationally ranked design firm and a trusted local partner, always choose both.
Our project approach is based on our experience with similar projects nationwide and through the lens of local context. We also understand how valuable grant funding might be in order to make this project a reality. Our team has extensive experience with the entire design process—from developing winning strategies for finding the best funding for your project to seeing this project through to completion. We have assembled an interdisciplinary team of professionals that merges design expertise and development best practices to serve the Town of Smyrna and build lasting value in the community. Our team is currently working with municipalities nationwide on the design of several sports complex projects. Our scope of work on these projects has included site design, artificial turf specifications, and coordination among key stakeholders, including team and Town officials.

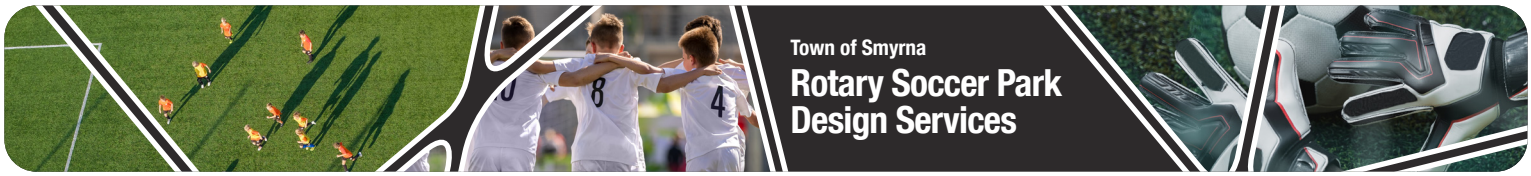


Local Presence

Kimley-Horn's Nashville-based landscape architecture studio offers expertise in open space design, recreational planning and design, feasibility studies, master planning, streetscape design, greenway planning, hardscape design, and site planning. Our landscape architects emphasize the development of a functional, pleasing visual environment, meaningful themes, and strong connection to the environment while being sensitive to budget and long-term maintenance. With strong local ties and park design experience, members of our landscape architecture team also bring to each project a national perspective from designing parks across the US. ***Our team is supported by five Kimley-Horn offices in Tennessee—in Nashville, Franklin, Jackson, Chattanooga, and Memphis.***

Project Leadership

Matt Hamilton, PLA and **Alisha Eley, PLA, LEED AP, ASLA** bring a combined 26 years of experience in planning, design, development, and construction of parks and recreational facilities. Across Middle and East Tennessee, they have collaborated with numerous parks and recreation departments on projects such as comprehensive parks and recreation master plans, grant funding, park master plan design, landscape architecture services, and greenway design. In the past year alone, Kimley-Horn has supported six municipalities in winning approximately $12 million in LPRF grant funding. Alisha and Matt share a passion for the parks and recreation world and are invested in finding solutions, increasing creativity, and creating meaningful and accessible designs while staying within our clients' budgets and meeting schedule expectations. Their commitment to problem solving stems from their ability to deliver value beyond design. Their creativity leads to tangible, budget-conscious outcomes. Additionally, Alisha has presented on grant and master plan topics at several statewide conferences.

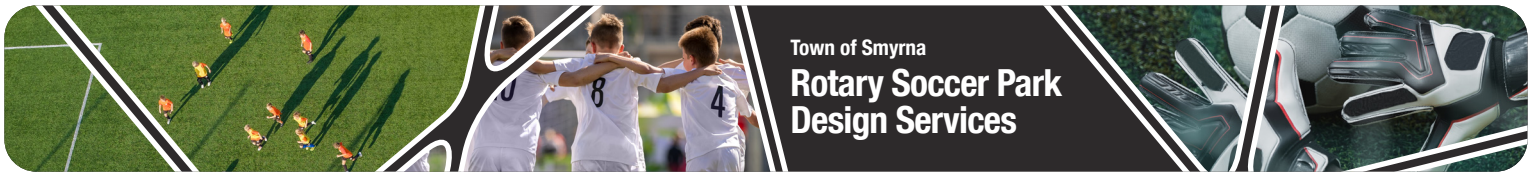


Experience and Qualifications

Parks, Recreation Facilities, and Sports Complex Planning and Design

The Kimley-Horn team has successfully completed numerous parks and recreation-oriented projects for federal, state, regional, and local government clients, as well as various private developments. ***Additionally, we have provided services on more than 100 sports and entertainment facilities across the country.*** We take pride in designing neighborhood parks, signature parks, sports facilities, greenways, aquatics facilities, and other recreational sites that create experiences while respecting the land and using cost-effective design solutions. Kimley-Horn currently is working on several significant park projects and facilities in Tennessee and throughout the country that include passive recreation, athletic facilities, and greenway and trail systems. We have a broad portfolio of completed parks and recreation projects that have included comprehensive services from master planning, program development, and public meetings through construction. Our parks, recreation, and sports complex design services include:

- Athletic and aquatic facilities
- Custom wayfinding design
- Barrier-free design
- Site-specific master planning and design
- Public participation programs
- Environmental planning, design, and permitting
- Playground and adventure park design
- Greenway, bicycle, and pedestrian facility planning and design
- Roadway, utility, and drainage design
- Construction documentation, bid evaluation, and observation

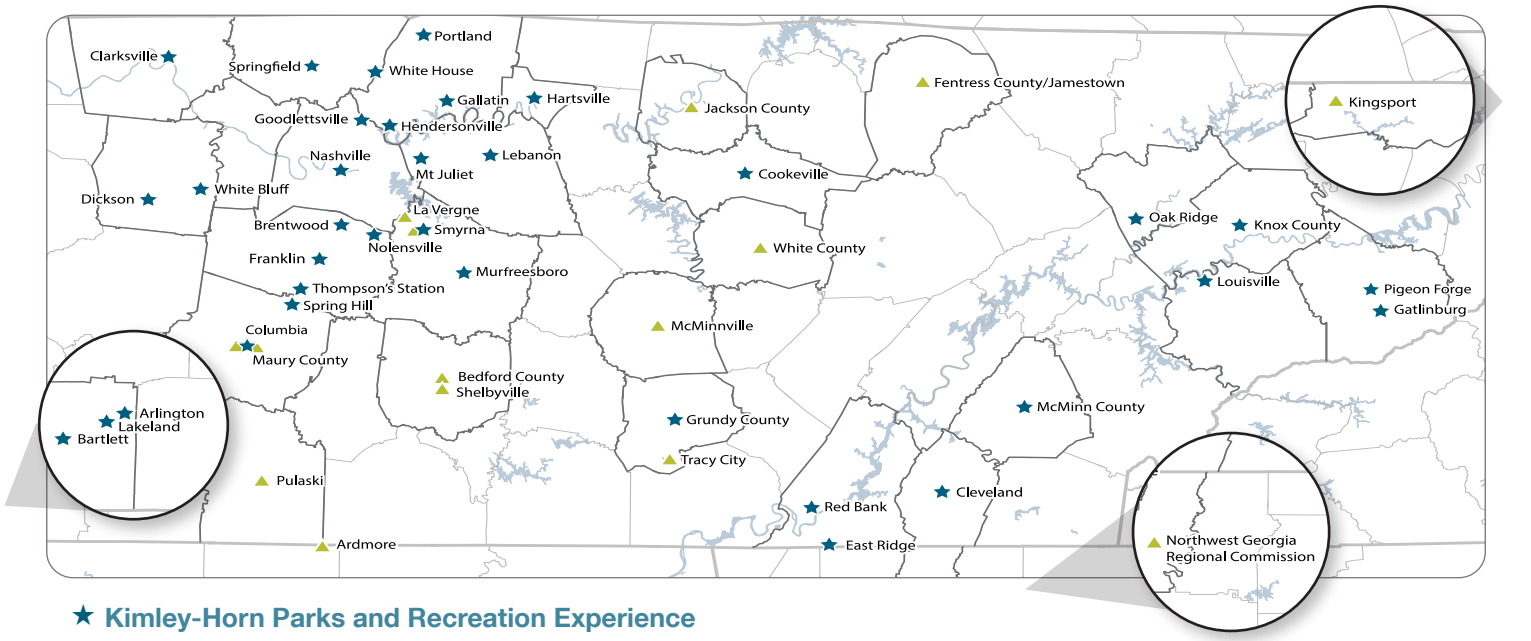


Tennessee Parks and Recreation Experience

Kimley-Horn has served communities across Tennessee on parks and recreation projects by providing thorough, thoughtful, and creative services. Our team has the experience and passion needed to successfully assist the Town in the planning of creative, implementable, and functional recreation solutions that will be enjoyed by future generations. The projects identified below demonstrate our experience in parks and recreation master planning and design projects.

Across Tennessee, Kimley-Horn has been recognized as an expert in parks and recreation grants. Our team has worked with local groups to advise on how to successfully implement grants, and has given presentations on this subject at a number of conferences. Most recently, Alisha presented at the Tennessee Recreation and Parks Association (TRPA) Annual Conference, where she discussed navigating TDEC funding and best practices.

Kimley-Horn's Middle and East Tennessee Parks and Recreation Staff Experience

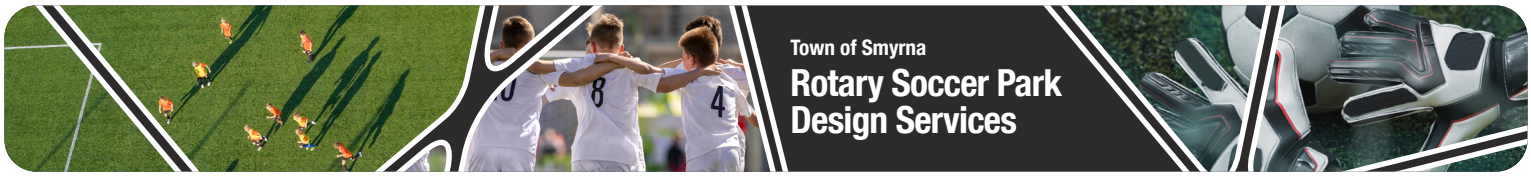


★ Kimley-Horn Parks and Recreation Experience

- Arlington
- Bartlett
- Brentwood
- Clarksville
- Cleveland
- Columbia
- Cookeville
- Dickson
- East Ridge
- Franklin
- Gatlinburg
- Goodlettsville
- Grundy County
- Hartsville
- Hendersonville
- Knox County
- Lakeland
- Lebanon
- Louisville
- McMinn County
- Mt. Juliet
- Murfreesboro
- Nashville
- Nolensville
- Oak Ridge
- Pigeon Forge
- Portland
- Smyrna
- Springfield
- Spring Hill
- Thompson's Station
- White Bluff
- White House

▲ Additional Design Experience (performed by project manager Matt Hamilton, PLA)

- Ardmore
- Bedford County
- Columbia
- Fentress County/ Jamestown
- Jackson County
- Kingsport
- La Vergne
- McMinnville
- Murfreesboro
- Northwest Georgia Regional Commission
- Pulaski
- Shelbyville
- Smyrna
- Tracy City
- White County



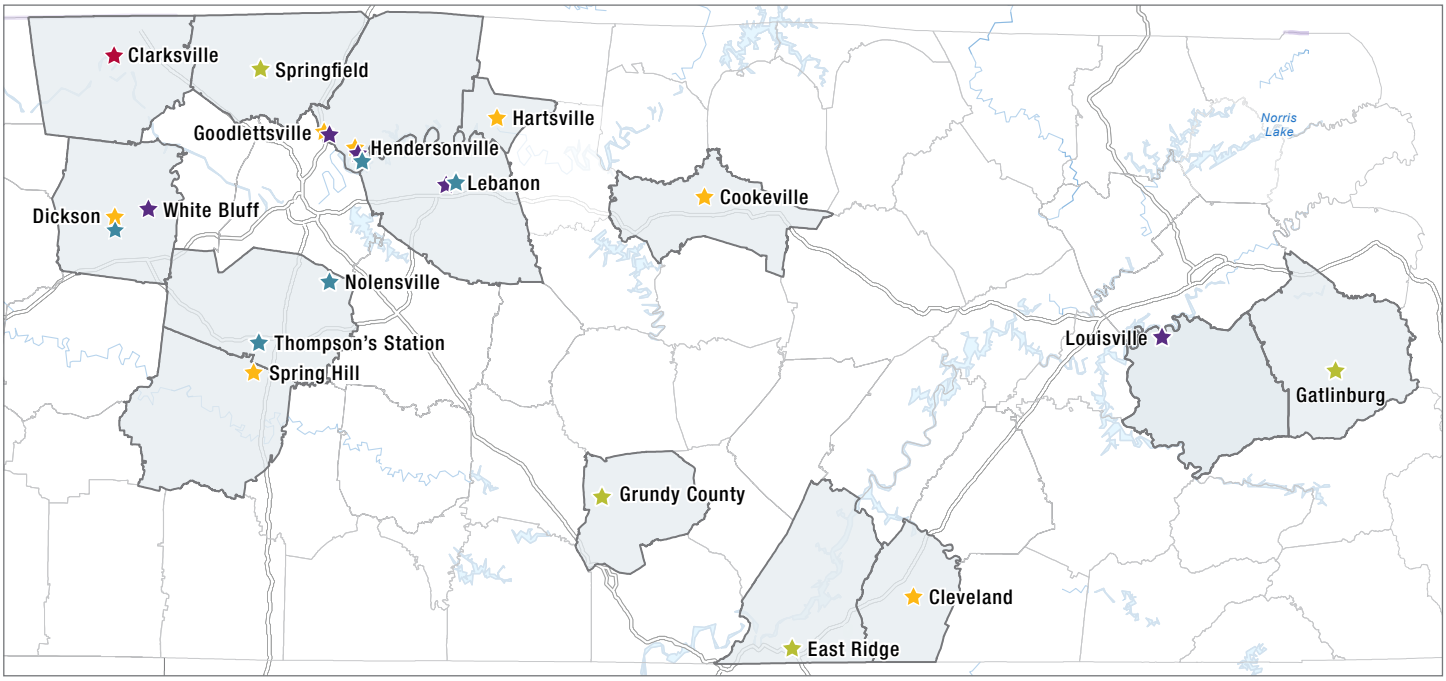
Experience with the LPRF Grant Program

The Kimley-Horn team is highly experienced in the design of LPRF grant-funded park improvements across Tennessee. We will incorporate the strategies and lessons learned from our past experience to assist you in developing functional and cost-effective design plans that meet TDEC requirements. Our team is versatile and available to quickly respond to complete a final design and assist with implementation within your schedule that incorporates stakeholder input and is truly shaped by the needs of the community while also meeting all of the requirements of the TDEC LPRF grant.

LPRF Digital Brochure

In the 2025 LPRF grant round alone, Kimley-Horn authored six successful grant applications, representing more than $12 million in grant funds. We did a similar amount in each of the 2020, 2023, and 2024 LPRF grant cycles and are assisting those communities with the grant administration, design, and soon-to-be construction implementation. We have great working relationships with TDEC staff that allow us to get quick responses from them, which will ultimately benefit your project. We served TDEC on the Statewide Comprehensive Outdoor Recreation Plan (SCORP) project, which enables our continued coordination to be seamless. Also, with our familiarity with LPRF grants, we understand the requirements and get designs approved faster with fewer requested changes that delay could projects.

Kimley-Horn's Middle Tennessee LPRF Experience Map



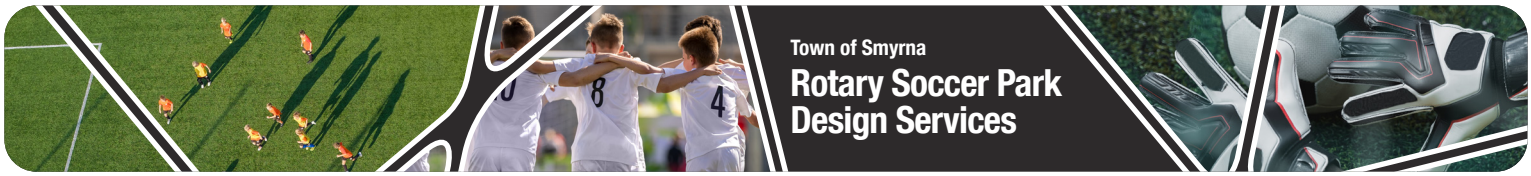
2016
Completed Projects
- Clarksville

2020
Completed or in Construction
- Cleveland
- Cookeville
- Dickson
- Goodlettsville
- Hartsville
- Hendersonville
- Spring Hill

2023
In Construction
- East Ridge
- Gatlinburg
- Springfield
- Grundy County

2024
In Design
- Dickson
- Hendersonville
- Lebanon
- Nolensville
- Thompson's Station

2025
Grant Application Awarded
- Goodlettsville
- White Bluff
- Louisville
- Hendersonville
- Lebanon



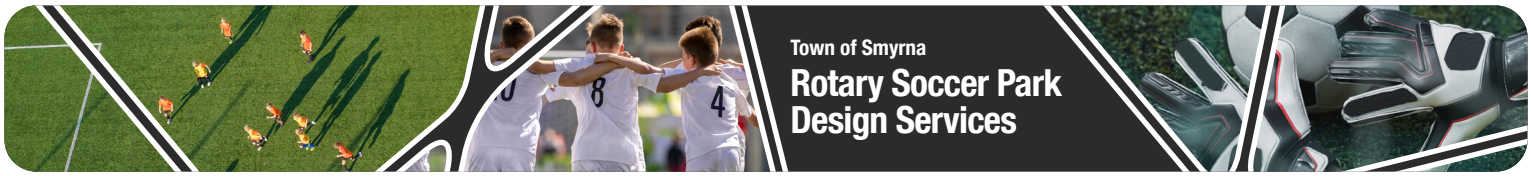
Past Experience Specific to Park Development

Sports Complex Experience

The list below is a snapshot of our extensive experience similar to your project. More detailed examples of our sports complex projects can be found on the following pages.

- Blackman Park, Murfreesboro, TN
- Siegel Soccer Complex, Murfreesboro, TN
- Drakes Creek, Hendersonville, TN
- Montevallo Sportsplex, Montevallo, AL
- Youth Sports Complex, Avondale AZ
- Gilbert Park, Gilbert, AZ
- Tempe Sports Complex, Tempe, AZ
- Rancho Los Amigos South Campus Sports Center, Downey, CA
- Sports Complex Build-Out Design, Santa Clarita, CA
- GOALS South Gate Soccer Center, South Gate, CA
- Colorado State University Soccer Complex, Fort Collins, CO
- Piedmont Park North Woods Expansion, Atlanta, GA
- Seacrest Soccer Complex, Delray Beach, FL
- Legacy Park, Doral, FL
- Austin-Tindall Sports Complex Master Plan, Osceola, FL
- High School Sports Complex, Wellington, FL
- 17th Street Regional Park, Sarasota County, FL
- Sports Complex, Bradley, IL
- High School Sports Field Renovations, Ottawa, KS
- Sports and Entertainment Center, Romulus, MI
- City Park, Bemidji, MN
- Guymon Soccer Fields, OK
- Multipurpose Sports Complex, Midwest City, OK
- Camp Bowie Sports Complex, Brownwood, TX
- Sportcifx, Harrison County, TX
- Sports Complex, Southlake, TX
- Perfect Game Complex, Hutto, TX
- Limerick Field, Alexandria, VA
- Greenbrier Park, Arlington, VA
- Loudon Soccer Association Indoor Fieldhouse and Outdoor Complex, Leesburg, VA
- Joseph W. Luter, Jr. Park and Sports Complex, Smithfield, VA
- Ali Krieger Sports Complex, Woodbridge, VA

Camp Bowie Sports Complex, Brownwood, TX



Smyrna Parks and Recreation Master Plan Update | *Smyrna, TN*

The Smyrna Parks and Recreation Department is embarking on an update of its system-wide master plan, initially adopted in June 2021, to guide initiatives for the next five years and comply with TDEC standards. Kimley-Horn will manage the project, overseeing administration, communication, and meetings.

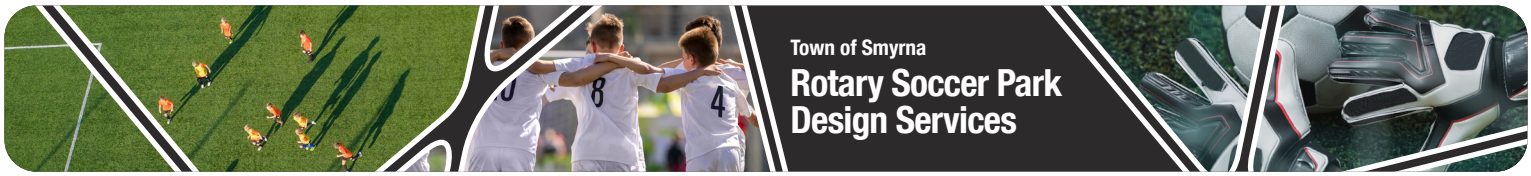
Kimley-Horn will document the current conditions of park facilities through notes and photographs. Next, Kimley-Horn will conduct staff interviews and a SWOT workshop, where small groups and the Smyrna Parks Advisory Board will discuss the park system's strengths, weaknesses, opportunities, and threats. To engage the community, Kimley-Horn will create an online needs assessment survey, allowing citizens to provide input on park amenities. They will evaluate twenty park facilities, detailing their conditions and offering improvement recommendations. Additionally, town programs and events will be reviewed, with analysis of age distribution and lifecycle data included in the master plan.

Kimley-Horn will organize identified needs into actionable recommendations categorized into short-, mid-, and long-term goals. A summary master plan report will compile findings, which Town staff can review and comment on. After addressing the feedback, the final plan will be submitted. This comprehensive update aims to enhance Smyrna's parks and recreation landscape for the future.

Blackman Park | *Murfreesboro, TN*

Kimley-Horn created a comprehensive plan for a new 120-acre regional park on Murfreesboro's west side. Through the identification, purchase, and development process, Kimley-Horn planned a state-of-the-art recreational facility, ultimately providing a strategic economic investment for the City of Murfreesboro. A collaborative effort between Kimley-Horn and community members provided the City with a thorough and thoughtful evaluation of possible site locations within the western portion of the City's limits. To aid the site selection, Kimley-Horn led a series of conceptual design efforts to analyze the most suitable sites for the park according to the City's needs.

Through a continuing process of refinement and analysis, Kimley-Horn developed a plan with the most effective design solution for the park that also reflects the desires of the City. The City moved the park from the Highway 840 location to a new site location and kept the same Kimley-Horn team to continue the project. Due to their confidence in the Kimley-Horn team's work and design, City park officials retained our services for the new Franklin Road/Highway 96 location.

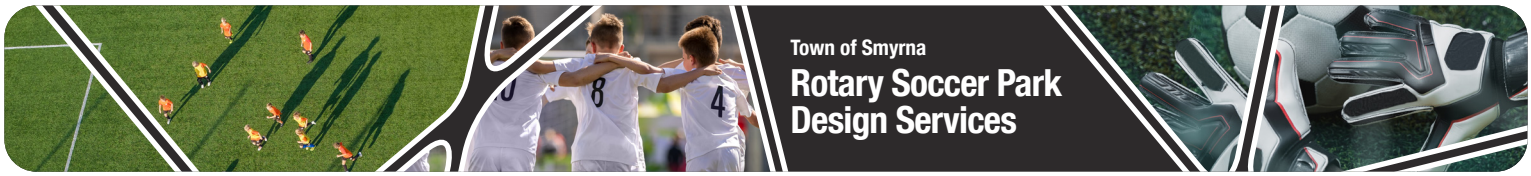


Land Inspection and Concept Design for New Sports Complex | *Germantown, TN*

Kimley-Horn prepared a report determining the feasibility of a Long Fields Sports Complex on approximately 4 acres of land on the south side of Crestwyn Hills Drive near the intersection of Tyndale Drive in Germantown. The undeveloped property—consisting of forest and open grassed fields—is situated within the boundaries of the Germantown Forest Hill Heights Small Area Plan, which was adopted in April 2016. Kimley-Horn prepared an American Land Title Association (ALTA) survey, Phase I ESA, aquatic resources delineation report, site inventory and analysis, preliminary site layout design, and preliminary stormwater summary as part of the site evaluation process.

Baseball Complex Renovation LPRF Project | *Tiptonville, TN*

Kimley-Horn assisted the City of Tiptonville with a successful 2024 LPRF grant application. Our team is under contract to provide design services for a significant park renovation that includes a new skills building, restroom building, sports field lighting, baseball field renovations, and parking upgrades. Project design began in March 2025.

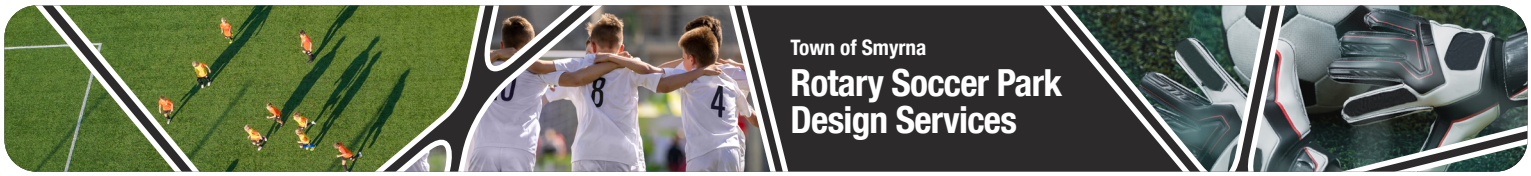


Siegel Soccer Complex | *Murfreesboro, TN*

Kimley-Horn provided a master plan update for Siegel Park to assist the City in demonstrating its new vision of the park to market and pursue the Tennessee State Soccer Association's headquarters location. The graphics provided by Kimley-Horn enabled the City to successfully secure this bid.

Richland Park Master Plan | *Portland, TN*

Kimley-Horn provided services for multiple trails within Richland Park. This project, funded by a Recreational Trails Program (RTP) grant from the TDEC Recreation Educational Services Department, included a 3,000-foot walking trail, a 5,000-foot walking/biking trail, and a 10,000-foot mountain bike trail. Kimley-Horn was responsible for trail and signage design, bidding and contractor procurement, and construction administration. Additionally, Kimley-Horn assisted the City in developing its vision for Phase II of the project, which featured a pump track, more bike trails, a dirt jump strip, and a pavilion.



High School Sports Field Renovations | *Ottawa, KS*

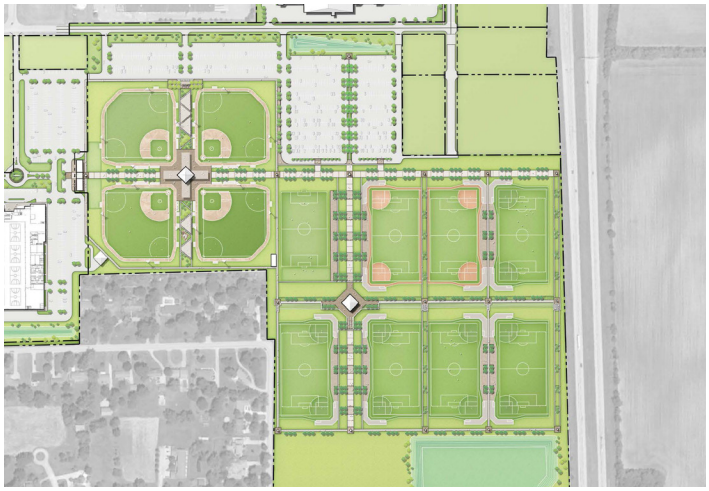
Ottawa High School had been considering converting their grass fields to turf for some time, but it wasn't until the funding became available that their dream for turf fields finally became a reality. For this project, Kimley-Horn provided professional design services to renovate the soccer field and the football field for Ottawa High School from natural grass to synthetic turf. The running track also was renovated and resurfaced as part of the overall project.

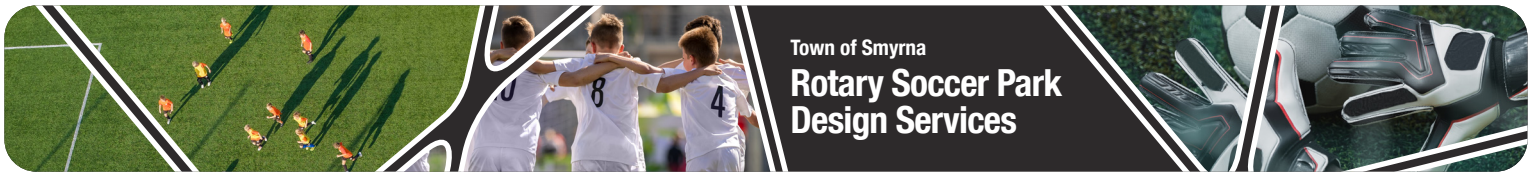
Sports Complex | *Bradley, IL*

The Village of Bradley is establishing a regional sports facility to encourage economic development. The Village is working with specialized consultants to evaluate the opportunities and potential impacts that leisure and sports venues could bring to Bradley and the region. This has included evaluating opportunities to enhance existing complexes, like Bourbonnais Township Park District's Diamond Point, with the focus now on the development of a portion of a 125-acre site acquired at the north end of the Village. This site not only has the potential for a major sports complex and other site development, but it also can support existing hotels and restaurants, reinvigorate the Northfield Square Mall area, and attract new development.

Mattoon Sports Complex | *Mattoon, IL*

Spanning 150 acres in Mattoon, Illinois—approximately 50 miles south of Champaign—this sports complex features a 140,000-square-foot indoor facility, including basketball and volleyball courts; a 3,000-seat concert venue; and a family entertainment center. Kimley-Horn is serving the development in an interdisciplinary capacity and coordinating with multiple stakeholders and partnerships, some of which were created for the development of the facility. Kimley-Horn's specific services include land development services (including schematic design, design documents, construction documents, and permitting services), playing field design, and comprehensive site planning.



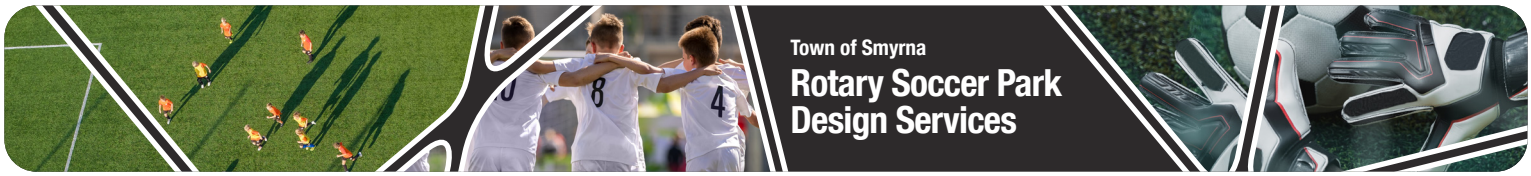


Loudon Soccer Association Indoor Fieldhouse and Outdoor Complex | *Leesburg, VA*

Kimley-Horn led design and development of a private club-level synthetic field athletic complex that features three outdoor fields and one indoor fieldhouse-based full National Federation of State High School Associations (NFHS) level field, each with specialized light-emitting diode (LED) sports lighting. Kimley-Horn provided full project management of this project throughout the various entitlement, design, and construction phases of this work. A major component of the project was coordinating the logistics of phased implementation on a constrained site while retaining ongoing operational capacity to serve home team practice and training as well as visiting teams. The design and height considerations of sports lighting were carefully studied to help ensure coordination with the Federal Aviation Administration and local jurisdictions because the site resides within the aircraft glide-slope of a regional airport. The facility also included locker rooms, medical offices, a gym, jogging track, meeting rooms, and classrooms. Other services included a traffic and parking study, review of the facility's height as it nears Leesburg Executive Airport, wetlands impact, and any impacts to Sycolin Road.

Compass Minerals Sporting Field | *Kansas City, KS*

Prior to joining Kimley-Horn, proposed team member **Jason Kanak, PLA** provided playing field services for 12 new soccer fields at this world-class soccer facility. This 52-acre complex features 12 playing fields, four with natural grass and eight with cutting-edge synthetic turf, that provide a premier, soccer-specific surface for all levels of play.

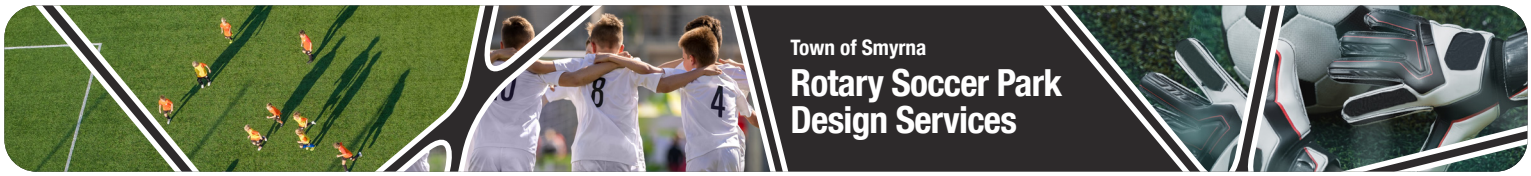


Renasant Park Master Plan | *Hernando, MS*

Kimley-Horn provided master planning services for Renasant Park and the existing ballfield complex area immediately to the west, which is located on land owned by the City of Hernando. Additionally, recommendations for various improvements for the Hernando Soccer Complex and Milton Kuykendall Park will be included. The Kimley-Horn team collaborated closely with stakeholders, City staff, and elected officials to develop three different versions of the Renasant Park Master Plan before arriving at the final version. The ultimate vision for the park is a wide variety of park elements and activities that provide high-quality recreational opportunities to all the residents of Hernando regardless of age or ability. Kimley-Horn prepared bid documents and is assisting the City with construction phase services. The first phase of construction began in 2025.

Grenada Sportsplex | *Grenada, MS*

Kimley-Horn created a master plan for a visionary sportsplex on City-owned property. The planned sportsplex included eight full-sized soccer fields, nine multiuse baseball-softball-flex-ball fields, a pavilion facility, walking trails, practice areas, and more. The City used the conceptual master plan as a visual tool while campaigning for a tourism tax referendum to fund the sportsplex indefinitely. The referendum was passed by 85% of the citizens, approving the tourism tax increase to finance the sportsplex.

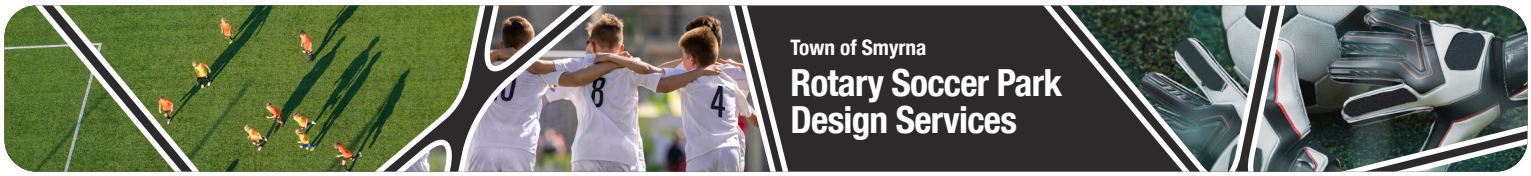


Sarasota County 17th Street Regional Park | *Sarasota County, FL*

Kimley-Horn provided full design services for the 17th Street Regional Park. The park design included three 300-foot adult softball fields, eight 220-foot youth softball fields, and eight multipurpose fields for soccer, lacrosse, and football. The park design provided much-needed facilities for youth sports within the County, but also to host major tournaments to bolster the growing sports tourism industry. The eight-plex of youth softball fields included a championship field with a 300-seat capacity stadium and press box. Four of the multipurpose fields featured synthetic turf with an extensive subdrainage system that provided fast recovery times in the event of a rainstorm, allowing play to continue. All of the fields were lit with state-of-the-art LED sports lighting. The design process included stakeholder engagement, programming, and master planning through construction documents and permitting. Services included civil engineering, landscape architecture, architecture, sports field design, irrigation design, structural design, electrical design, and environmental services.

Ali Krieger Sports Complex | *Dumfries, VA*

Kimley-Horn provided project management for engineering design of LED athletic field and site lighting for this new 30-acre public park that includes nine NFHS-level rectangular synthetic turf fields, one softball field, two little league fields, restrooms, a playground, and parking. The park is in honor of US Women's Fédération Internationale de Football Association (FIFA) World Cup Champion, Ali Krieger.

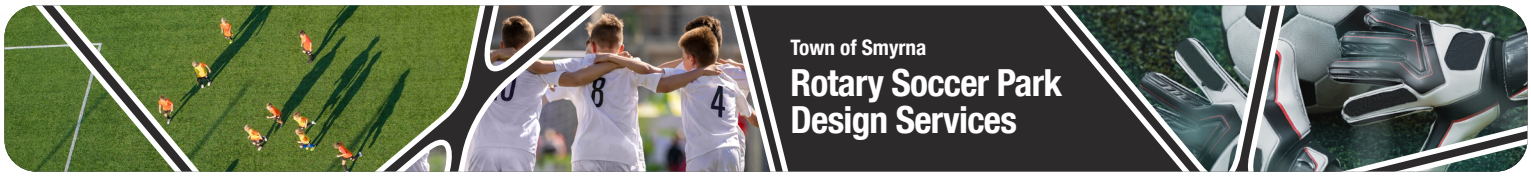


GOALS South Gate Soccer Center | *South Gate, CA*

Kimley-Horn was selected by GOALS Soccer Centers to provide civil engineering services for the first GOALS Soccer Centers site in the United States. This British-based chain of recreational facilities was expanding into the US market, with Los Angeles as its first major American city. The 5.5-acre parcel where the new center resides was occupied by surface parking lots and landscaped dirt areas. The expansion included construction of an 8,500-square-foot, one-story center pavilion with locker rooms, a restaurant, meeting room, store, and lounge. The outside areas included ten five-a-side soccer fields, one seven-a-side soccer field, batting cages, and additional surface parking. The project is located on the northeast corner of South Gate Recreational Park near the intersection of Pinehurst Avenue and Southern Avenue in South Gate, California.

Greenbrier Park Design Services | *Arlington, VA*

Kimley-Horn provided master planning, specialty sports field design, civil engineering (stormwater design, utility design, other site features), irrigation design, lighting design, and public involvement for this project. The park includes a synthetic turf football field; a polyurethane running track; high school stadium and announcer's booth; two irrigated 200-foot softball fields; one irrigated multipurpose rectangular field; irrigation design for a 330-foot baseball field; parking; restroom and concession buildings; bleachers; fencing; and landscaping.



LPRF Experience

Kimley-Horn offers clients extensive grant-funding experience—from preparing grant applications to completing grant-funded design projects and completing grant administration through construction and final reimbursement. We leverage our expertise with TDEC grant funding to help ensure projects meet the grant budget and schedule while exceeding clients' goals and expectations.

For our public agency partners in Tennessee, Kimley-Horn has

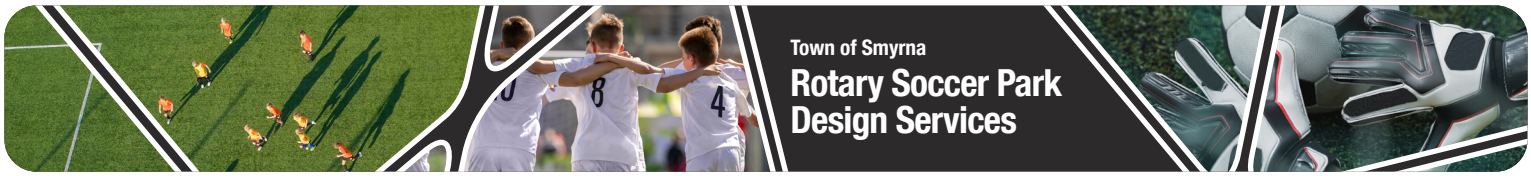
Secured **$146 million+** in grant funding

for **35+** local Tennessee agencies

through **11** different types of grants

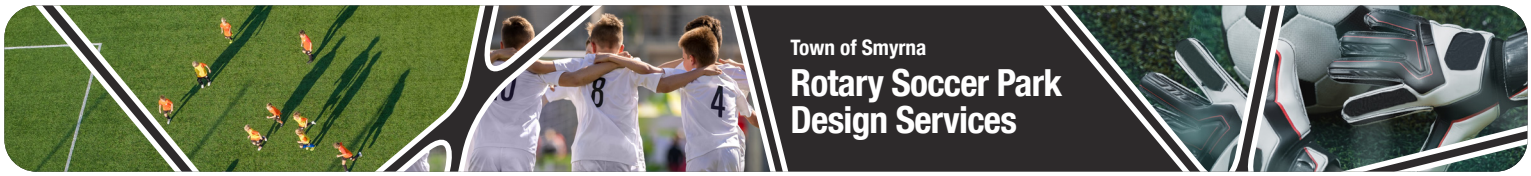
The table below is a snapshot of our extensive LPRF experience. More detailed examples of our relevant LPRF and other parks and recreation project experience can be found on the following pages.

Project	Phase
Swan Lake Splashpad, Clarksville, TN	Completed
Jim Sharp Park, Cleveland, TN	Under Construction
Cane Creek Park, Cookeville, TN	Under Construction
Buckner Park Phase 1, Dickson, TN	Under Construction
Rachel's Garden Inclusive Playground, Goodlettsville, TN	Completed
Trey Park, Hartsville, TN	Completed
Drakes Creek Park and Rugby Park Improvements, Hendersonville, TN	Completed
Walnut Street Skate Park and Fischer Park Enhancements, Spring Hill, TN	Completed
Community Center Enhancements, East Ridge, TN	Under Construction
Mills Park Greenway, Gatlinburg, TN	Under Construction
Garner Street Pickleball Courts, Playground, Restroom, and Park Improvements, Springfield, TN	Under Construction
Miracle on the Mountain, Grundy County, TN	Under Construction
Heritage Park, Hendersonville, TN	In Design
Don Fox Park Splashpad, Lebanon, TN	In Design
Sunset Road Park, Nolensville, TN	In Design
Castle Park, Williamson County, TN	In Design
Osburn Parks, Williamson County, TN	In Design
Moss Wright Park Pedestrian and Vehicular Improvements, Goodlettsville, TN	2025 Grant Awarded
Bibb White Bluff Nature Center Phase 2, White Bluff, TN	2025 Grant Awarded
Town Hall Park Improvements, Louisville, TN	2025 Grant Awarded
Multi-Site Park Improvements, Hendersonville, TN	2025 Grant Awarded
Don Fox Park Playground Surfacing Improvements, Lebanon, TN	2025 Grant Awarded



Drakes Creek Park and Rugby Park LPRF Implementation | *Hendersonville, TN*

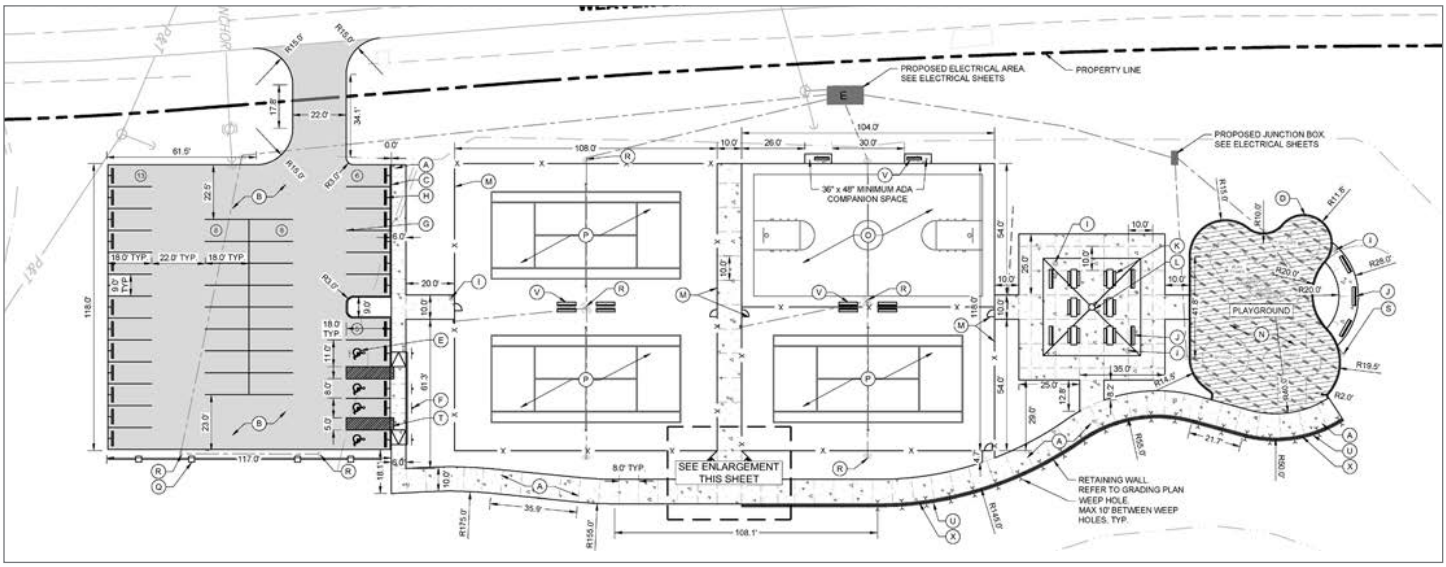
After completing the City's Systemwide Parks Master Plan and assisting the City with a 2020 LPRF grant application, Kimley-Horn was selected by the City of Hendersonville to administer the grant awarded to the City by TDEC. The grant funded improvements at two of the City's parks. At Drakes Creek Park, new artificial turf was installed and two existing light fixtures were converted to LED, while improvements at Rugby Park included the installation of four new LED light fixtures. At both parks, the grant funded the addition of two accessible parking spaces along with an accessible route to a concrete pad near the fields for wheelchair spectator viewing. Kimley-Horn's services included project management, grant administration, existing conditions survey, production of construction plans, permitting, bid phase services, and construction administration.

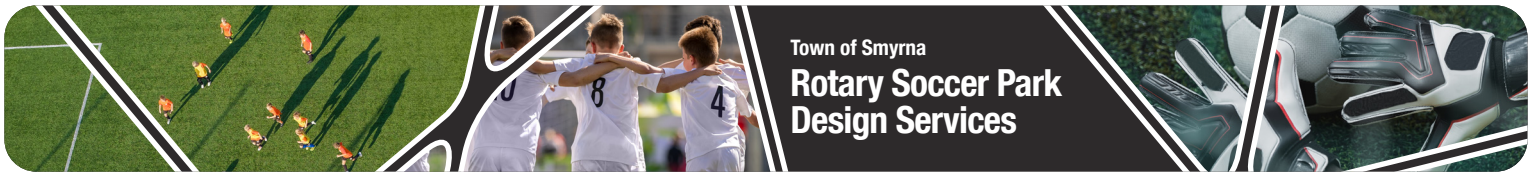


Buckner Park | *Dickson, TN*

The City of Dickson acquired two tracts of land totaling 87 acres and adjacent to the existing J. Dan Buckner Park. To make best use of the new space, the City teamed with Kimley-Horn to prepare a master use plan of the park system and, ultimately, design a well-planned park that will bring a positive economic impact to the community. Many needs and potential opportunities for growth were identified, including soccer fields, parking, and bathroom facilities as well as the possibility of a skate park. The Kimley-Horn team carefully considered uses, their impacts on the existing park, and the needs of the community to develop the programming and planning of the master plan. Kimley-Horn also facilitated an extensive public input process. Through careful planning and consideration, Kimley-Horn was able to balance City, stakeholder, and citizen goals to create a master plan that will lead to a thriving community park.

Following the master planning process, Kimley-Horn assisted the City of Dickson in applying for TDEC's LPRF grant to implement the first phase of the master plan. After being awarded the funding, the City requested Kimley-Horn provide grant administration and design services for Phase 1 of implementation. We also assisted in applying for Phase II LPRF implementation funding and are now under contract to provide grant administration and design services for this phase of the project.



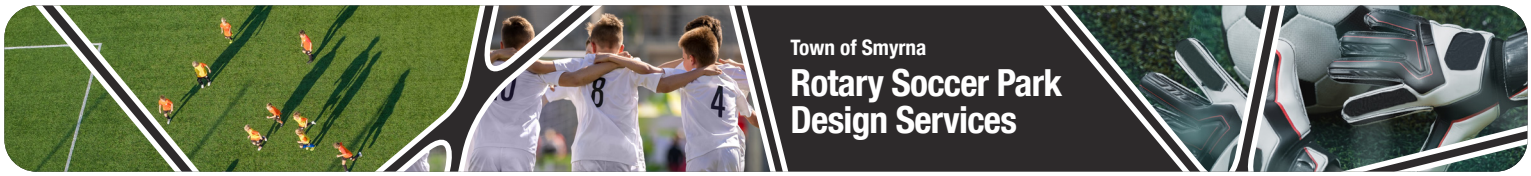


Rachel's Garden Inclusive Playground | *Goodlettsville, TN*

Kimley-Horn was selected to assist the City of Goodlettsville with grant assistance for a 2020 Tennessee LPRF Program Project application for Rachel's Garden. This project is a state-of-the-art inclusive playground that has evolved from a local resident's desire to have a playground for all residents in her community. Kimley-Horn provided professional design services—including developing construction plans, specifications, bid documents, and on-site inspection of the construction activities.

Jim Sharp Park | *Cleveland, TN*

After receiving a $1 million TDEC LPRF grant, the City of Cleveland selected Kimley-Horn to design and oversee the construction of a new park that included an inclusive playground, fishing pond, pavilion with restrooms, and parking lot. Most of the park site was located within a floodplain, which required a balanced cut/fill grading plan. Kimley-Horn conducted an existing conditions survey, provided a geotechnical report, and selected a playground vendor and a prefabrication pavilion and restroom structure. Our team prepared preliminary construction plans as well as a bid book and issued requests for information for contractors. The project is currently under construction, and our team is providing limited construction administration services.

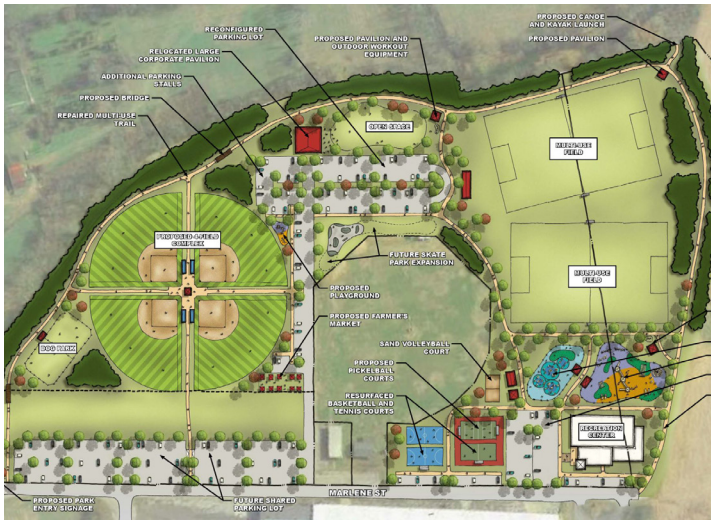


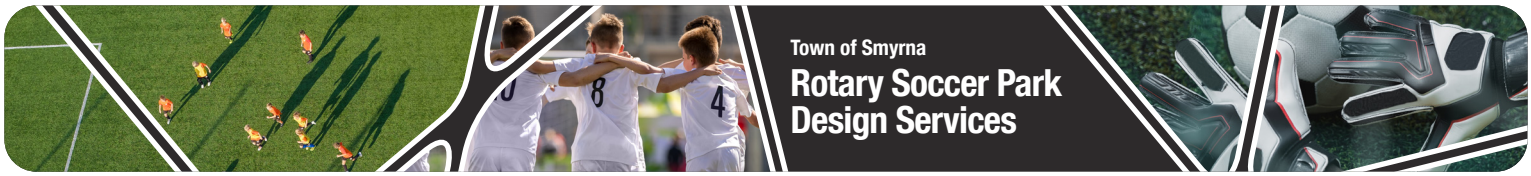
Miracle on the Mountain Play Outside Park | *Grundy County, TN*

In 2020, Kimley-Horn prepared the Grundy County Parks and Recreation Master Plan. Subsequently, Grundy County applied for grants to start implementing the Master Plan, focusing on the Miracle on the Mountain Play Outside Park. This new park features a 20,000-square-foot splashpad, a restroom facility, and an Americans with Disabilities Act (ADA) compliant walking trail connecting all park amenities. Kimley-Horn provided assistance with project management and meetings, grant application support, cost estimates, design, construction documents, and TDEC approval.

Trey Park | *Hartsville, TN*

The City of Hartsville/Trousdale County selected Kimley-Horn to create a master plan for Trey Park, which was funded by a Built Environment grant from the Department of Health. The City sought a master plan that would outline improvements to be made to the 18-acre site that was home to a senior citizen center, baseball fields, a skate park, a walking trail, a pool, a playground, tennis courts, and basketball courts. Kimley-Horn conducted public engagement to incorporate community members' input into the planning process. Based on this input, the firm developed two alternative park concepts and presented them to project stakeholders and City staff for review. To complete the final master plan, Kimley-Horn also prepared an OPCC and a final report to document the planning process and leverage potential future funding sources to implement the master plan. Kimley-Horn completed the full LPRF grant application, and the City was awarded the full amount to fund the first phase of upgrading the playground to bring it to ADA compliance during the first round of the 2020 grants.





Assigned Personnel

The organization chart below illustrates the working relationship of our project team and the roles they will be assigned for this project. The individual members of our project team were selected using two criteria—their project experience and availability to assume technical responsibilities within this contract's timeframe. These team members are available immediately to serve you and are in an excellent position to handle the workload required to complete the scope of services of this contract. Their resumes, which highlight their experience and capabilities are detailed on **pages 23–29**.

Town of Smyrna

Senior Advisor
Alisha Eley, PLA, LEED AP, ASLA

Project Manager
Matt Hamilton, PLA

Sports Complex Resources
Michael Shelton, PLA, AICP, ASLA
Ron Kagawa, LEED AP, ASLA
Jason Kanak, PLA

Data Collection
Sam Billingsley, PLS
David Briley

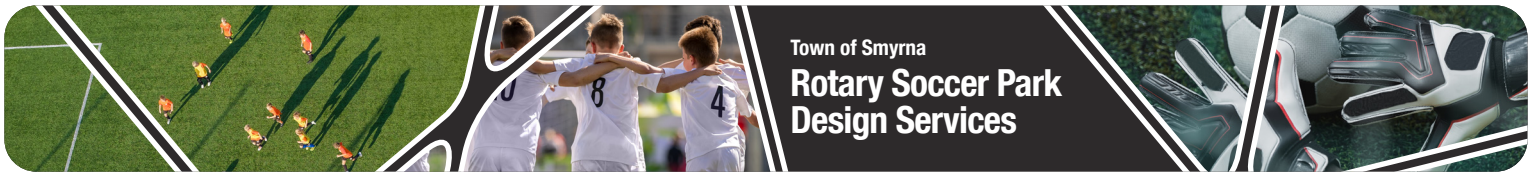
Design Plans and Specifications
Jim Zheng
Harrison Turner, PE
Ashley Akers
Chris Rhodes, PE
David Corley, PE
Bryan Larsen, PE

Grant Administration
Alisha Eley, PLA, LEED AP, ASLA
Ashley Akers

Permitting
Harrison Turner, PE

Bidding
Harrison Turner, PE
Spencer Sanders, PLA

Construction Administration
Harrison Turner, PE
Ashley Akers



Availability

Kimley-Horn has a proven record of delivering high-quality projects on time and within budget. The depth of our staff in the required areas of expertise and our familiarity with your needs will allow us to maximize our coordination efforts while integrating resources, adhering to project schedules, and managing the budget effectively. To monitor our staff workload, Kimley-Horn employs an intensive forecasting technique known as our "Castahead" process. This effort involves assessing our project milestones and staff loading on a weekly, monthly, and six-month basis, drilling down to the project team level. Using this intensive process, we can identify overloads and shortfalls many months in advance and develop strategies to overcome them. By having a clear picture of staff workload at all times, Kimley-Horn will be optimally positioned to meet the Town's expectations of meeting attendance and deadlines on this project.

Team Experience and Capabilities

Matt Hamilton, PLA

PROJECT MANAGER

Matt is a licensed Landscape Architect with more than 10 years of experience guiding park, recreation, and athletic facility projects from initial planning and concept design through construction and project delivery. His work includes site planning, grading, stormwater management, irrigation design and turf establishment, with a strong focus on creating cost-effective, buildable solutions that meet client budgets and schedules. Matt's experience includes managing the H.V. Griffin Soccer Complex Master Plan in Shelbyville, Zama Park in Smyrna and numerous public park upgrades across Middle Tennessee. He has worked extensively with municipalities, engineers, and contractors to ensure that projects are functional, sustainable, and responsive to both community priorities and long-term operational needs.

Professional Credentials

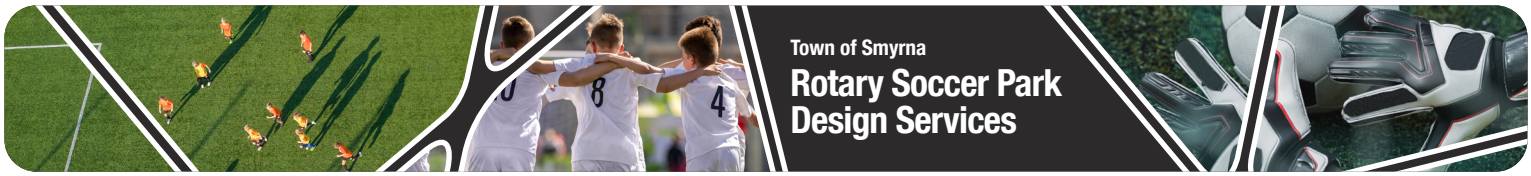
BS, Plant Science, University of Tennessee; MLA, University of Georgia

Professional Landscape Architect in TN; American Society of Landscape Architects

Relevant Experience

- Zama Park, Smyrna, TN*
- H.V. Griffin Park Master Plan, Shelbyville, TN*
- Brookside Park, La Vergne, TN*
- Parks and Recreation Master Plan, Murfreesboro, TN*
- Parks and Recreation Master Plan, Kingsport, TN*
- Northwest Georgia Bike and Pedestrian Feasibility Study, Tri-State Region of TN, AL, and GA*
- Parks and Rec Master Plan, Maury County, TN*
- Parks and Recreation Master Plan, Ardmore, TN*
- Mobility Plan, Tracy City, TN*
- Parks and Recreation Master Plan, McMinnville, TN*
- Parks and Recreation Master Plan, White County, TN*
- Parks and Recreation Master Plan, Shelbyville, TN*
- Parks and Recreation Master Plan, Jackson County, TN*
- Jamestown Parks and Recreation Master Plan, Fentress County, TN*

**Matt completed these projects prior to joining Kimley-Horn in July 2025.*



Alisha Eley, PLA, LEED AP, ASLA

SENIOR ADVISOR; GRANT ADMINISTRATION

Alisha is a landscape architect with a passion for working with local municipalities across Tennessee on community enhancement projects. She has 16 years of extensive experience in park and recreation planning and design as well as streetscape improvement projects throughout the state. Alisha is dedicated to enhancing the landscapes in which we live, work, and play.

Professional Credentials

BLA, Ball State University

Professional Landscape Architect in TN and KY; LEED Accredited Professional; American Society of Landscape Architects

Relevant Experience

- Parks and Recreation Master Plan Update, Smyrna, TN
- Drakes Creek Soccer Field, Hendersonville, TN
- Buckner Park (LPRF), Dickson, TN
- Jim Sharp Park (LPRF), Cleveland, TN
- Rachel's Garden Inclusive Playground (LPRF), Goodlettsville, TN
- Systemwide Recreation Master Plan and 2020 and 2024 LPRF Grant Applications, Hendersonville, TN
- Architecture and Engineering (A/E) Services for LPRF Grant Application, Goodlettsville, TN
- LPRF Grant Application, Mt. Juliet, TN
- City Park Master Plan and LPRF Grant, Hartsville, TN
- Miracle on the Mountain LPRF, Grundy County, TN
- TDEC, 2020–2030 SCORP, Statewide, TN
- Mills Park Basketball Court Renovation, Gatlinburg, TN
- Parks Master Plan, Dickson, TN
- Walnut Street Skate Park and Port Royal Park LPRF Improvements, Spring Hill, TN

Jason Kanak, PLA

SPORTS COMPLEX RESOURCES

Jason has 25 years of sports facility design and professional landscape architecture experience. His expertise includes the design and detailing of numerous professional playing fields, both natural and synthetic, as well as professional and collegiate sports facilities, urban design projects, and event centers. Jason's work in some of the most restrictive development climates across the country enables him to identify creative solutions to project challenges. His unwavering attention to detail, innovative problem-solving techniques, and determination help ensure that each project phase is successful. Jason values the role of project manager and is committed to providing exceptional quality for every task, deliverable, and service.

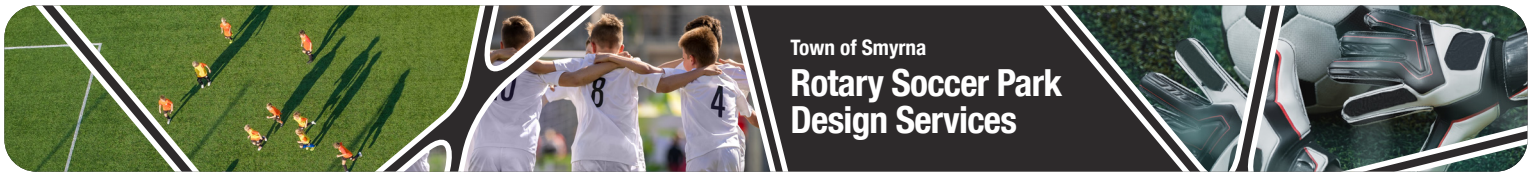
Professional Credentials

BLA, Kansas State University

Professional Landscape Architect in KS, CO, FL and MO

Relevant Experience

- Metro Nashville, Parks Project Management and Design Services, Nashville, TN
- Ottawa High School Sports Field Renovations, Ottawa, KS
- Autozone Field, Memphis, TN
- Nashville SC, CDS, Antioch, TN
- Mercedes-Benz Stadium, Playing Field Renovation, Atlanta, GA
- Major League Soccer (MLS), St. Louis Stadium Playing Field Design, St. Louis, MO
- Sports Complex, Bradley, IL
- Soccer Field, Mont Belvieu, FL
- Jennie Dean Park, Manassas, VA
- Perfect Game Complex, Hutto, TX
- University of South Florida Football Training Center, Tampa, FL



Michael Shelton, PLA, AICP, ASLA

SPORTS COMPLEX RESOURCE

Michael has two decades of experience as a landscape architect and community planner. He has worked with numerous municipalities and counties across Tennessee in areas of parks and recreation, streetscape enhancement, multimodal transportation, and various community enhancement initiatives. Michael's collaborative approach to projects uses diverse teams, resulting in meaningful and lasting solutions.

Professional Credentials

MLA, Louisiana State University; BS, Ornamental Horticulture and Landscape Design, University of Tennessee

Professional Landscape Architect in TN, AL, AR, and MS; American Institute of Certified Planners; American Society of Landscape Architects

Relevant Experience

- Land Inspection and Concept Design for New Sports Complex, Germantown, TN
- Renaissance Park, Memphis, TN
- Cameron Brown Park Pickleball Expansion and Restrooms, Germantown, TN
- Cameron Brown Park and Bob Hailey Athletic Park Reinvestment Project, Germantown, TN
- TDEC, 2020–2030 SCORP, Statewide, TN
- Middle Fork Bottoms State Park, Three Way, TN
- Sports Complex Master Plan and LPRF Grant Application, Lakeland, TN
- Systemwide Parks and Recreation Master Plan, Lakeland, TN
- Dr. Vicki Schneider Lake Dog Park, Jackson, TN
- Forrest Street Park Sports Lighting LPRF Grant Application, Arlington, TN
- Handy Park, Memphis, TN

Ron Kagawa, LEED AP, ASLA

SPORTS COMPLEX RESOURCES

Ron brings more than four decades of park planning and interdisciplinary design experience that connects project implementation through design and operational sustainability. He is a former National Trustee and former Chapter President of the American Society of Landscape Architects (ASLA) and holds Occupational Safety and Health Administration (OSHA), National Institute for Metalworking Skills (NIMS), and Federal Emergency Management Agency (FEMA) certifications related to public and local government service. His work emphasizes the integration of planning, design, execution and implementation complex projects with life cycle operations.

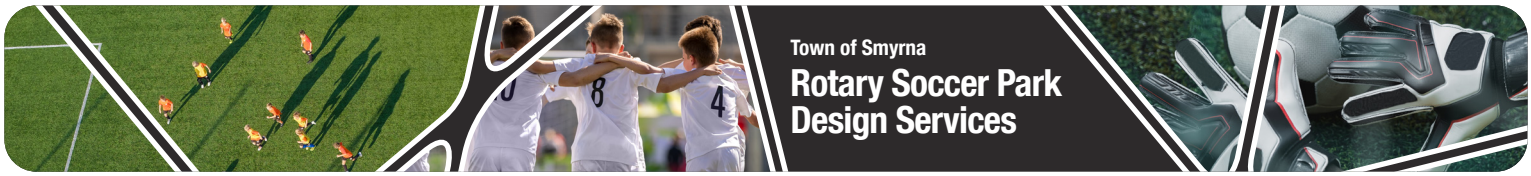
Professional Credentials

MS, Architecture, Virginia Polytechnic Institute and State University; BS, Landscape Architecture, University of Texas, Arlington

LEED Accredited Professional; American Society of Landscape Architects

Relevant Experience

- Blackman Park, Murfreesboro, TN
- Under Armor World Headquarters Athletic Facilities Master Plan and Stadium, Baltimore, MD
- DC United Major League Soccer/ MLS Stadium and Practice Facility, Loudoun County, VA
- Appoquinimink School District Athletics, Odessa, DE
- Hunter Woods Park, Reston, VA
- Rotary Sportsplex, Ocala, FL
- Dick's Sporting Goods, Track and Field, Pittsburgh, PA
- Loudoun Soccer Association Indoor Fieldhouse/Outdoor Complex, Leesburg, VA
- Prince George's County Public Schools, High School Stadiums, Prince George's County, MD
- Joseph W. Luter, Jr. Sports Complex, Isle of Wright/Town of Smithfield, VA
- RAD Sports, OGB Lawn, Halethorpe, MD



Ashley Akers

GRANT ADMINISTRATION; DESIGN PLANS AND SPECIFICATIONS; CONSTRUCTION ADMINISTRATION

Ashley is a landscape architecture analyst with experience working on parks master plans, public greenways, streetscape improvements, grant writing and administration, and parks projects. She has contributed to projects across Tennessee and collaborates with local communities to create meaningful and specialized designs for the public. Ashley is passionate about promoting designed landscapes that are inclusive and accessible environments for all users.

Professional Credentials

MLA, Kansas State University

Relevant Experience

- Garner Park LPRF Improvements, Springfield, TN
- Buckner Park (LPRF), Dickson, TN
- Rachel's Garden Inclusive Playground (LPRF), Goodlettsville, TN
- Cane Creek Park LPRF, Cookeville, TN
- Parks and Recreation Master Plan and Park Improvements, Loudon, TN
- Parks and Recreation Master Plan, Pigeon Forge, TN
- Park Master Plan, Gatlinburg, TN
- Parks and Recreation Plan to Play Update, Nashville, TN
- Parks and Recreation Master Plan, Red Bank, TN
- Parks and Recreation Master Plan, Lebanon, TN
- Systemwide Parks and Recreation Master Plan, Gatlinburg, TN
- Parks and Recreation Master Plan, Lebanon, TN

Sam Billingsley, PLS

DATA COLLECTION

Sam has 25 years of experience working on surveying and mapping projects professionally and is well-versed in all phases of reality capture projects and data collection. He has substantial experience in the transportation industry providing services for local municipalities and state agencies. His practice also includes a diverse background of imaging, mapping, and modeling for site development, petrochemical plant/process facilities, heritage sites, offshore installations, architectural mapping, mining, security, and forensics projects.

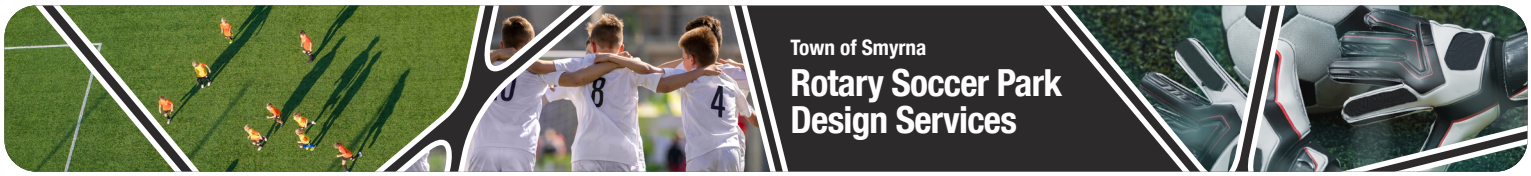
Professional Credentials

BA, Music, East Tennessee State University; Associate of Fine Arts, Brevard College

Professional Land Surveyor in TN

Relevant Experience

- Rachel's Garden Inclusive Playground (LPRF), Goodlettsville, TN
- LPRF Grant, Hendersonville, TN
- Walnut Street Skate Park and Fischer Park at Port Royal (LPRF), Spring Hill, TN
- City Park Master Plan and LPRF Grant, Hartsville, TN
- LPRF, Cleveland, TN
- Almaville Road, Smyrna, TN
- Pickleball Courts, Hendersonville, TN
- 440 Greenway, Nashville, TN
- Town Center Trail, Phase III, Mt. Juliet, TN
- Thompson's Station Greenway, Phase II, Thompson's Station, TN
- Trey Park (LPRF), Hartsville, TN
- Graystone Park, Nashville, TN
- CPAC and Dogwood Park, Cookeville, TN
- Mill Ridge Park, Phase II, Nashville, TN
- Buckner Park, Phase I, Dickson, TN



David Briley

DATA COLLECTION

David has 35 years of experience working on surveying and mapping projects. He has been in the field for 23 years collecting data on many types of surveys. David has multiple years of experience managing field data collection and projects with local municipalities. He also is versed in point cloud extraction and modeling for several site developments, including utility and roadway improvements.

Professional Credentials

AS, Applied Science, Nashville State Community College

Relevant Experience

- Mills Park LPRF, Gatlinburg, TN
- Mill Ridge Park, Phase 2, Nashville, TN
- Whites Creek Greenway, Nashville, TN
- Almaville Road, Smyrna, TN
- Burnt Knob/Blackman Road, Murfreesboro, TN
- East Bank Mobility Study, Nashville, TN
- Parks at Cane Ridge, Phase 2, Nashville, TN
- Benders Ferry Road, Mt. Juliet, TN
- Coletta Park Section 1, Franklin, TN
- Denton US 380 Lighting, Franklin, TN
- MDHA, Cayce Phase II Utility Improvements, Nashville, TN
- Stormwater, Jackson, TN
- August Park, Spring Hill, TN
- Church Street, Dickson, TN
- 303 North Peters, Knoxville, TN
- Encompass Expansion, Franklin, TN
- Chase Berry Farms, Franklin, TN
- PS Golden Bear, Mt. Juliet, TN
- 1119 Brinkley Avenue, Murfreesboro, TN
- Green Farm, Franklin, TN

Harrison Turner, PE

PERMITTING; DESIGN PLANS AND SPECIFICATIONS; BIDDING; CONSTRUCTION ADMINISTRATION

Harrison brings nine years of experience spanning a wide range of civil and transportation engineering that includes multiple projects involving developing preliminary concepts, site design plans, traffic studies, preliminary opinion of cost estimates, and roadway and utility plans. He is passionate about improving mobility and quality of life for all users and has worked with municipalities for various park, pedestrian, utility, and roadway infrastructure projects across Tennessee, including project planning, design, and construction administration services.

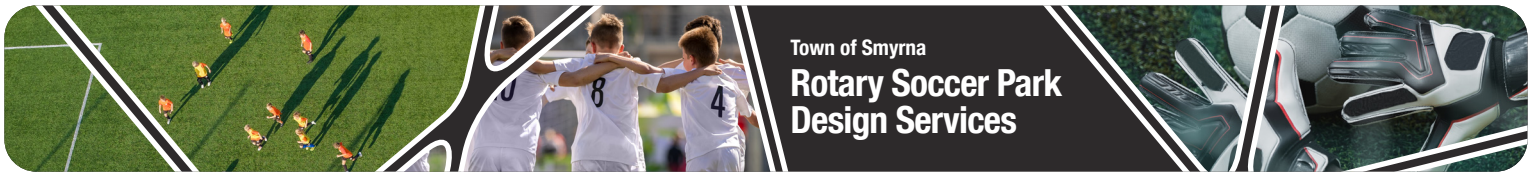
Professional Credentials

MBA, University of Alabama; MS and BS, Civil Engineering, University of Alabama

Professional Engineer in TN and AL

Relevant Experience

- Jim Sharp Park (LPRF), Cleveland, TN
- Bransford Avenue Sidewalk Improvements, Berry Hill, TN
- 25th Street/SR 60 Multimodal Improvements, Cleveland, TN
- 2nd Avenue North Streetscape, Nashville, TN
- Nashville Department of Transportation (NDOT)/Tennessee Department of Transportation (TDOT), East Nashville Backbones, Nashville, TN
- Whites Creek Greenway, Nashville, TN
- Metro Nashville, Gallatin Pike/Main Street Vision Plan, Nashville, TN
- 440 Greenway, Nashville, TN
- White's Creek Greenway, Nashville, TN
- Peter Jenkins Greenway Connector, Spring Hill, TN
- Thompson's Station Greenway, Phases II and III, Thompson's Station, TN
- Paddlecraft Launch at Riverwalk Park, Columbia, TN



Jim Zheng

LANDSCAPE ARCHITECT ANALYST

Jim is a landscape architecture analyst with eight years of experience in construction document preparation, presentation graphics, and illustrative 3D renderings. His experience includes community redevelopment, multifamily projects, detailed design of streetscape enhancements, landscape architecture, urban design, and overall land development projects for a variety of local and nationally recognized clients. Jim's software experience includes AutoCAD, Adobe Creative Suite, Lumion, and SketchUp.

Professional Credentials

Bachelor of Landscape Architecture, Ball State University, Landscape Architecture

Relevant Experience

- Park on the Downtown Square, Lebanon, TN
- Interstate Interchange Beautification, Lebanon, TN
- Cane Creek Park Splash Pad and Playground LPRF Implementation, Cookeville, TN
- Garner Street Pickleball Courts, Playground, Restroom, and Park Improvements, Springfield, TN
- Franklin Road Playground, Nashville, TN
- Gap Site, Gallatin, TN
- Fairview Boulevard, Fairview, TN
- D.R. Horton Custom Homes, Sam Ridley Parkway, Smyrna, TN

Chris Rhodes, PE

DESIGN PLANS AND SPECIFICATIONS

Chris has 32 years of experience in traffic engineering, transportation planning, and intelligent transportation systems (ITS) throughout the Southeast. He has led or been a primary contributor for several multiyear on-call services contracts with TDOT and a variety of Tennessee local agencies. His technical expertise includes a mix of arterial/surface street planning, operations, and design programs; ITS planning and design programs for both local agencies and state departments of transportation (DOTs); and transportation planning projects for both the public and private sectors encompassing corridor studies, downtown master planning, traffic impact assessments, and safety studies.

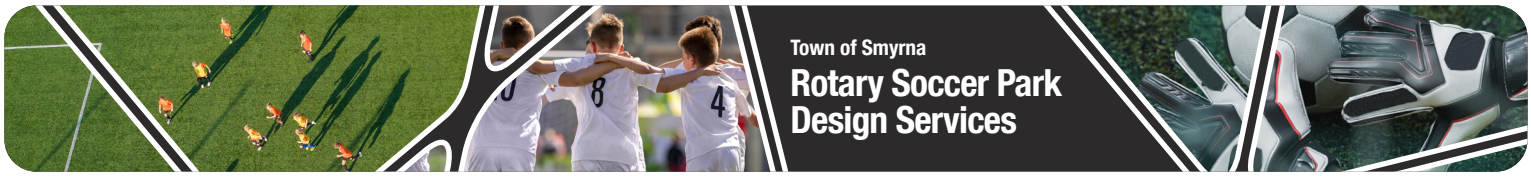
Professional Credentials

MS and BS, Civil Engineering, University of Tennessee

Professional Engineer in TN, GA, KY, and VA

Relevant Experience

- Metro Nashville, MLS Infrastructure, Nashville, TN
- Trey Park (LPRF), Hartsville, TN
- Nashville Fairgrounds/GEODIS Park Infrastructure Improvements and Management Plan, Nashville, TN
- Enon Springs Sidewalk, Smyrna, TN
- Old Nashville Highway Saints Sidewalks, Smyrna, TN
- Legacy Park, Murfreesboro, TN
- Congestion Mitigation and Air Quality (CMAQ) Central Traffic Operations Advanced Traffic Management System (ATMS) Master Plan and Design Program, Alcoa and Maryville, TN
- Memorial Boulevard Traffic Signals Upgrade, Murfreesboro, TN
- TDOT, I-24 SMART Corridor, Nashville and Murfreesboro, TN
- Downtown Streetscape Improvements, Erwin, TN
- Murfreesboro Pike Complete Streets BRT Lite, Nashville, TN
- Downtown Streetscape Improvements, Phases I and II, Gallatin, TN



David Corley, PE

DESIGN PLANS AND SPECIFICATIONS

David has nine years of experience in the planning, design, and construction of roadway projects. He is proficient with MicroStation, GEOPAK, and Corridor Modeler for designing greenways, highways, and intersections at new and existing locations. David has served a wide range of clients, from state DOTs to private developers to local municipalities. He has held a variety of responsibilities, including fundamental vertical and horizontal geometry, interchange and intersection layout, erosion control design, pavement marking and signing design, and utility coordination.

Professional Credentials

BS, Civil Engineering, North Carolina State University

Professional Engineer in TN and NC

Relevant Experience

- Miracle on the Mountain LPRF, Grundy County, TN
- Nashville Fairgrounds/GEODIS Park Infrastructure Improvements and Management Plan, Nashville, TN
- Major Thoroughfare Plan and Bike/Ped Plan Update, Smyrna, TN
- Buckner Lane Widening, Spring Hill, TN
- Caldwell Drive Sidewalk Connector, Goodlettsville, TN
- Bransford Avenue at Iris Drive Intersection Improvements, Berry Hill, TN
- Sam Ridley Connector, La Vergne, TN
- East Bank Mobility Study, Nashville, TN
- Land Planning and Civil Engineering Services for Jim Warren Road Property, Spring Hill, TN
- Murfreesboro Pike Complete Streets BRT Lite, Nashville, TN
- Old Nashville Highway Corridor Study, La Vergne, TN
- Beaver Creek Greenway, Apex, NC

Bryan Larsen, PE

DESIGN PLANS AND SPECIFICATIONS

Bryan has 14 years of experience in the design of Supervisory Control and Data Acquisition (SCADA) and electrical systems for a variety of municipal utility, private utility, and transportation projects. His relevant experience includes the layout and connectivity of instrumentation devices as well as electrical power distribution design, backup power systems, grounding systems design, Arc Flash hazard analysis, and hazardous area classifications. Bryan is responsible for the development of electrical plans, specifications, and details. His field experience provides our team with the ability to design with an understanding of field installation and maintenance requirements.

Professional Credentials

BS, Electrical Engineering, Old Dominion University

Professional Engineer in TN, DC, DE, GA, IL, and VA

Institute of Electrical and Electronic Engineers

Relevant Experience

- Cane Creek Park LPRF, Cookeville, TN
- Tennsco, Tennis Update, Dickson, TN
- Buckner Lane Widening, Spring Hill, TN
- Pickleball Facility, Hendersonville, TN
- METRO, Old Hickory Community Center, Nashville, TN
- Mills Park Basketball Court Renovation, Gatlinburg, TN
- Mercedes-Benz Stadium, Playing Field Renovation, Atlanta, GA
- Parks On-Call , Loudon, TN
- Shadow Creek Ranch, Phase 2, Pearland, TX
- Cedar Park, Cedar Park, TX
- RAD Sports, OGB Lawn, Halethorpe, VA
- Musco Sports Lighting, BMX Track, Fairfax, VA
- Musco Lighting, Ali Krieger Sports Complex, Dumfries, VA
- DC United, Bolen Park, Leesburg, VA

SOLUTION DESCRIPTION

Project Understanding

Rotary Soccer Park is a key recreation facility for the Town of Smyrna and the home of the Stones River Futbol Club (SRFC). With eight lighted fields across the main park and annex, along with amenities such as concessions, playgrounds, shelters, and walking trails, the park is heavily used much of the year. This consistent use has created a need to expand capacity, improve facilities, and reduce wear and tear on the fields. The Town has identified several objectives for this project, including the addition of artificial turf fields to extend play, the creation of a championship-style field, improvements to shelters and playgrounds, increased parking opportunities, upgraded sports and parking lot lighting, and improved pedestrian connections between the main park and annex. Our team understands the importance of these improvements in supporting both recreational and competitive play in Smyrna, and we are committed to delivering a design that balances playability, sustainability, and long-term community value. Having visited the site and identified the site opportunities and constraints **(shown on page 34)**, we will use these findings to guide the design process to address operational challenges, enhance user experience, and maximize long-term value for the Town.

TECHNICAL SPECIFICATIONS

Approach/Scope

Project Management

The success of this project relies on strong project management and effective communication, which project manager **Matt Hamilton, PLA,** will provide. Kimley-Horn's client-centered project management style ensures clear coordination, responsiveness, and high-quality results. Matt will work closely with Town staff, the Stones River Futbol Club, and other stakeholders to establish a comprehensive work plan, define the project scope, and develop a schedule that meets the Town's budget and goals.

Matt brings continuity and familiarity to this project, having previously supported planning for improvements at Rotary Soccer Park. He will be supported by **Alisha Eley, PLA, LEED AP, ASLA,** and a team of experienced professionals who have partnered with local municipalities for years, along with nationally respected subject matter experts in turf, lighting, and stormwater design. This team structure

allows us to deliver flexible, cost-effective solutions that are tailored to the Town of Smyrna's needs.

Kimley-Horn is committed to being responsible and accountable for the level of quality and service provided by our collective team.

As your entrusted design consultant, Kimley-Horn will schedule an initial scoping meeting with Town staff, SRFC, and others as necessary to confirm project goals and priorities. From that meeting, we will prepare a proposal for all desired tasks, including scope and fee, and submit it to the Town for review and approval. Immediately following the scoping effort, Kimley-Horn will develop a project-specific work plan that includes the scope, project schedule, major milestones, and overall project budget. These will serve as roadmaps for successful project completion.

Kimley-Horn and Town staff will communicate formally and informally throughout the project to ensure the work is managed according to the Town's needs. Upon receiving written notice to proceed (NTP), we will direct work efforts, manage the overall project schedule, and engage appropriate staff at the right time. During the project, our management objective is to anticipate project needs and provide the Town and the project's key advisors with the data and information needed to support project-related decisions in a timely manner.

Matt is a skilled, experienced project manager with proven ability to proactively plan and initiate project activities with the big-picture schedule and deliverables in mind. This proactive planning will not only guide the process to completion by the approved schedule but will also help identify variations in scope, budget, and schedule that may need corrective action.

Grant Administration (if grant funded)

Kimley-Horn has a long history of successful grant applications and full project grant administration on behalf of our public agency partners. We know there is more to the process than simply completing the appropriate forms, just as designing major improvement projects requires more than producing a set of plans and specifications. By partnering with us, you can mitigate the risk of jeopardizing your reimbursement funding. Our experts are well-versed in the schedule of required activities and can assist you throughout the entire project lifecycle.

Additionally, we understand the ins and outs of this grant system and the necessary activities required for project success. Our team shared this expertise in TDEC's Grant Management System (GMS) at the 2023 TRPA conference. In the 2024 LPRF grant round alone, Kimley-Horn authored six successful grant applications, representing more than $12 million in grant funds. We did a similar amount in both the 2020 and 2023 LPRF grant cycles and are assisting those communities with the grant administration, design, and upcoming construction implementation. Our experience and relationships with TDEC will benefit your project. We have great working relationships with TDEC staff that allow us to get quick responses from them. We served TDEC on the Statewide State Park Master Plan project which allows our continued coordination to be seamless. Because of our familiarity with LPRF grants, we understand the requirements and get designs approved faster with fewer requested changes which delay projects.

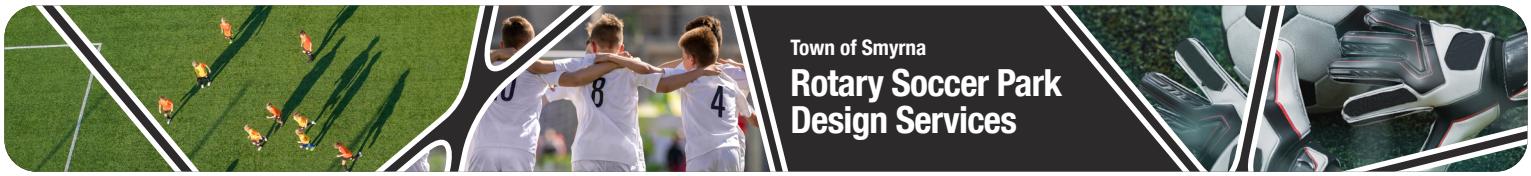
Once your LPRF grant application has been successfully awarded, our team can seamlessly jump in to take over the grant administration with these remaining GMS activities:

- Procurement of design consultant
- Subcontract for design contract
- Design approval
- Procurement for contractor
- Subcontract for contractor
- 50% construction inspection
- 100% construction inspection
- Project close-out

Design Phase

Kickoff Meeting and Site Visit

Kimley-Horn will hold a kickoff meeting with Town staff, SRFC, and other stakeholders as identified by the Town—potentially including elected officials, municipal leadership, and identified advisors within the community. The kickoff meeting will consist of introducing the design team, reviewing the project vision, goals, opportunities, and challenges, reviewing the project site, reviewing the project's previous planning and design efforts, and discussing the project program.



Data Collection

The data collection task is an information-gathering phase that consists of project site surveys, base mapping, and site research.

GEOTECHNICAL INVESTIGATION

If desired, we can provide a geotechnical analysis of the on-site soil. This would allow us to understand the soil composition and how elements of construction can be accurately estimated. Potential analyses for this phase include:

- Test borings at the building facility locations, additional pavement test borings, and pavement design recommendations for the roadway alignments and parking areas.
- Additional percolation test borings if any additional stormwater basins are required by the Town.
- Refining the soil improvement recommendations and developing earthwork specifications considering the site soil characteristics.
- Refining the athletic fields soil improvement recommendations.
- Foundation design for park and sports lighting and parking/pedestrian lighting poles.

SITE SURVEY

Our survey staff will complete a site survey of the project site, if needed. We also can use existing survey files, if available.

UTILITY RESEARCH

Our team will coordinate with utility providers to identify existing infrastructure and future needs. This effort will include coordination with Smyrna Utilities for water, sewer, and storm infrastructure, as well as power providers regarding field and parking lot lighting improvements.

Schematic Plans

During this phase, the design team will refine improvements for artificial turf fields, parking expansions, the championship-style field, lighting upgrades, stormwater improvements, playground and shelter enhancements, and pedestrian connections.

At the schematic level, we will address planning elements, space usage, and adjacencies, and test multiple layouts to evaluate circulation, parking efficiency, and the relationship between fields and support facilities. During this effort, we will begin assessing potential phasing options for the project.

Drawings at this stage will be general and illustrative, showing multiple potential outcomes for further study. They will include conceptual layouts, sketches, and representative images to demonstrate the relationship of proposed elements to existing site conditions. These concepts will also explore potential phasing strategies, constructability considerations, and stormwater impacts. Feedback from Town staff and SRFC representatives will be used to refine the direction and establish the preferred layout plan.

Design Development

Once the final schematic layout plan has been approved, the design development phase will begin. At this stage, the preferred concept will be refined into detailed plans that address technical requirements and budget considerations. The design development package will transition into a full set of construction documents, anticipated to include the following sheets:

- Cover sheet including TDEC statement (if grant funded)
- General notes including newly required ADA statement
- Existing conditions and demolition plan
- Site layout including field, parking and pedestrian connectivity improvements
- Grading and drainage plans
- Stormwater management improvements & erosion control
- Utility plans
- Playground layout and details
- Shade structures and shelter improvements
- Hardscape & paving

- Landscape and planting plans
- Irrigation plans and details
- Sports field and parking lot lighting plans
- Electrical service and distribution
- Structural, MEP, and plumbing (if required)
- Construction details and sections

The design development package will also include an updated opinion of probable cost. This estimate will reflect detailed quantity takeoffs and confirm phasing strategies and alignment with the Town's anticipated construction budget.

Our firm tracks project costs using a detailed database and maintains a cost estimation spreadsheet. We will use this data to create an opinion of probable cost so you can make informed decisions about the project prior to construction.

We also collaborate with licensed contractors nationwide for updated pricing to capture current market costs.

We will work with product manufacturers to make sure specified components fit your budget.

Construction Documentation

Upon approval by the Town, the team will address the compiled Town comments based on the direction received at the 60% comment resolution meeting. We will update, revise, and resubmit the previously mentioned reports and construction documents as part of the final construction document submittal for Town approval.

Technical specifications and required front-end documents will be provided in a project manual to set forth the requirements for the construction of the project, duties, and responsibilities of the project designer, and responsibilities of the client.

PERMITTING

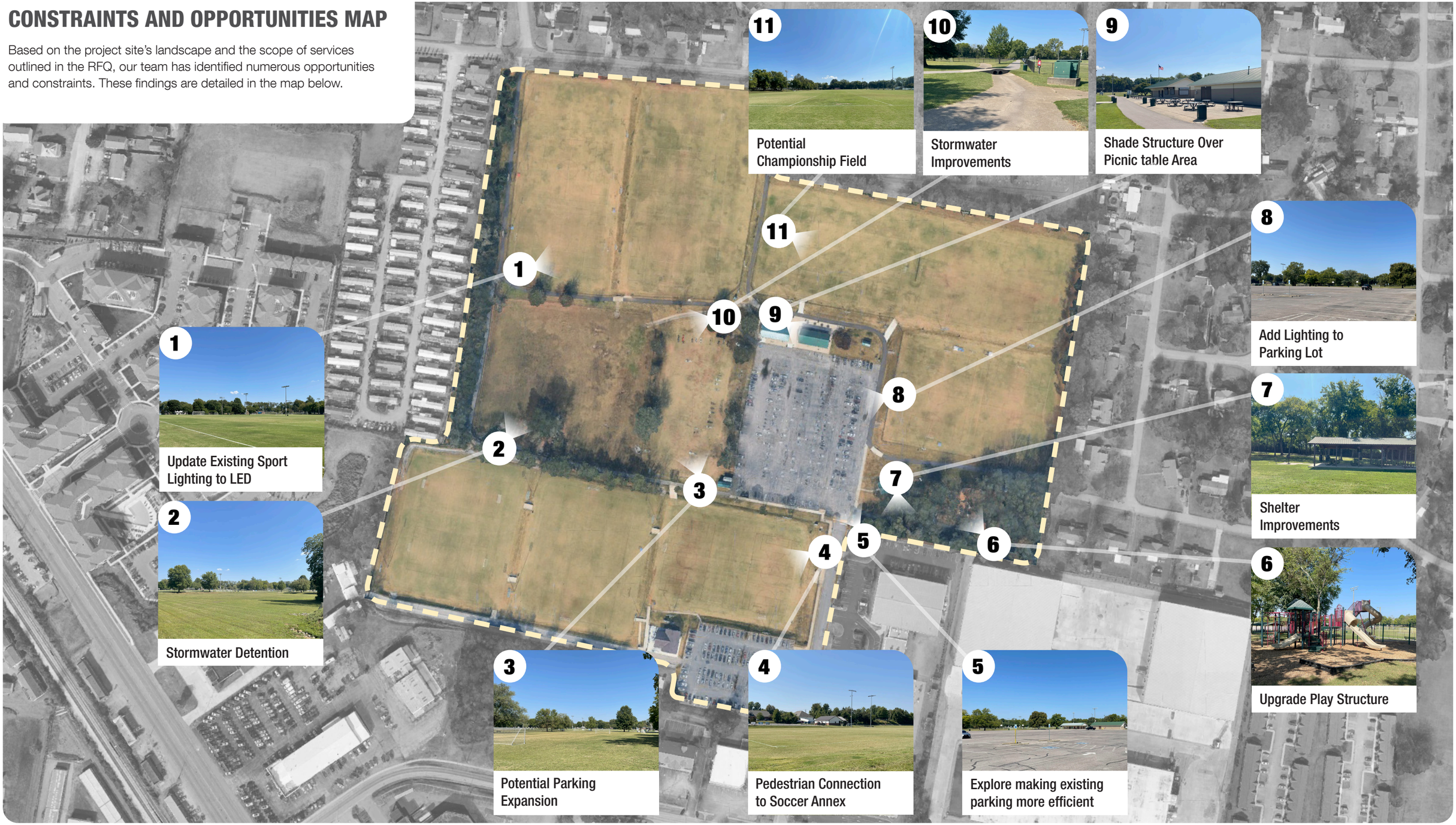
Based on the final design, our experienced team will lead the permitting process specific to the project. Because we are disturbing more than 1 acre, we will have to obtain a Notice of Coverage under the Construction General Permit from TDEC. If the Town requires a building permit or any other permits, we have sufficient capacity to complete these as well.

BIDDING ASSISTANCE

As we do on all our design projects, Kimley-Horn will assist the owner with bidding and award support, including interpreting documents, formulating responses to inquiries through addenda, and coordinating with contractors. We can facilitate the pre-bid meeting, reach out to suitable contractors to ensure sufficient interest and competition on the bids, complete bid tabulations, and present a final recommendation letter draft for the Town to review and approve before submitting all necessary documents to TDEC (if grant funded) for final approval of contractor procurement.

CONSTRAINTS AND OPPORTUNITIES MAP

Based on the project site's landscape and the scope of services outlined in the RFQ, our team has identified numerous opportunities and constraints. These findings are detailed in the map below.



IMPLEMENTATION PLAN

Project Schedule

The schedule below outlines our understanding of the work to be performed and the associated time for each step in the process. Our team is in an excellent position to handle the workload required to complete design services for the Town of Smyrna Rotary Soccer Park. You can rest assured that any existing contractual commitments of similar scope and priority will not have a negative impact on our ability to serve you on this contract and meet the LPRF grant schedule requirements.

	2025		2026												2027				
	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Grant application assistance (December 2025-April 1 2026)		■	■	■	■	■													
Site Survey	■																		
Preliminary Plans		■	■	■	■														
Final Plans						■	■	■											
Permitting								■	■										
Bid Phase										■									
Construction Administration											■	■	■	■	■	■	■	■	■

Appendix

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~~ **to the extent** 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~~ **its employees in** 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~~ **damages** 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 damages~~ **to the extent caused by negligent acts, errors, 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 RFP shall be governed by and construed under the laws of the State of Tennessee.

AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20___, by and between Kimley-Horn & Associates, Inc., a corporation _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of Smyrna Rotary Soccer Park Design Services.

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 **to the extent** caused by, ~~contributed to or arising out of the acts or omission of Bidder or third parties, whether negligent or otherwise~~ **Bidder's negligent acts, errors, or omissions.**

5. Warranties. The Bidder warrants to the Town that **we will use our best efforts to have** 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~~ **exercise professional standard of care and free from negligent errors**, and in conformance with the Agreement. If it does not ~~perform as warranted~~ **exercise professional standard of care**, 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 negligen**t acts, errors, or omissions to the extent caused** ~~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, i~~ncluding but not limited to, court costs, civil judgments, assessments or any other reasonable fees associated therewith~~ **attorney fees, judgments, and damages.** 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.

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: Chris D. Rhodes
Title: Senior Vice President

ATTEST:

Erin Pearce

SECTION IV - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the Rotary Soccer Park Design Services 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 RFP. Bidders should provide complete detail of exceptions or deviations.

Proposal Exceptions

Section	Brief Description
G	Line edits in first two paragraphs of Hold Harmless and Indemnity Requirement section
Agreement: 4	Line edits in **Limitation of Liability** section.
Agreement: 5	Line edits in **Warranties** section.
Agreement: 8	Line edits in **Indemnification** section.
Agreement: 13	Line edits in **Failure to Perform** section.

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

Kimley-Horn
COMPANY

615-564-2703
PHONE NUMBER

Christopher D. Rhodes
REPRESENTATIVE NAME

Senior Vice President
REPRESENTATIVE TITLE

Chris D. Rhodes
SIGNATURE

chris.rhodes@kimley-horn.com
E-MAIL ADDRESS

F2
F1
synthetic turf
synthetic turf
LED lighting
Stones River Futbol Club
LED lighting
Lancaster Christian Academy
Rotary Soccer Park
Mapleview Cemetery
Additional parking
Detention pond
Maple St
Smith Brothers Ca

LEGAL NOTICE

REQUEST FOR PROPOSALS

The Town of Smyrna will accept proposals for Design Services for upgrades to the Rotary Soccer Park. Bidders shall submit sealed quotations in the format specified in the Request for Proposals no later than 10:00 a.m. CDT, Tuesday, September 30, 2025 at which time bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Smyrna Town Hall during regular business hours or www.townofsmyrna.org. Quotations should be mailed or hand delivered to:

Sierra Lowry
Smyrna Town Hall
Sealed RFP Rotary Soccer Park Design Services
September 30, 2025 @ 10:00 a.m.
315 South Lowry Street
Smyrna, TN 37167

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

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

Submitted by: Sierra Lowry
Finance Director

To be run: September 16, 2025

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SECTION I - GENERAL INFORMATION

A. The Town of Smyrna desires to accept proposals for Design Services for upgrades to the Rotary Soccer Park.

Smyrna Town Hall
315 South Lowry St.
Smyrna, TN 37167

Questions should be directed to Mike Moss, Director, Smyrna Parks and Recreation phone (615) 459-9773 or e-mail mike.moss@townofsmyrna.org.

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

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

D. Section III, IV and Required Paperwork shall be completed and included as an integral part of each bidder's proposal.

E. The Town is a tax-exempt organization.

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

G. 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.

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

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

SECTION II – SPECIFICATIONS

1. Introduction

The Town of Smyrna is seeking design services for upgrades to the Rotary Soccer Park.

2. Park Information

The Rotary Soccer Park is a town-owned 30-acre park that is home to the Stones River Futbol Club. This portion of the park originally opened in the Spring of 1997. This area has five (5) lighted soccer field areas which are sometimes broken down into multiple fields. The Rotary Soccer Park annex is a newer 6-acre addition to the main park. The annex consists of three (3) lighted field areas and is sometimes broken down into smaller fields. The Stones River Futbol Club is a non-profit recreation league and soccer service provider for the Town of Smyrna. The facility is heavily used from March through November. The facility also includes one picnic pavilion, one playground, concession and restroom building, meeting room and restroom building, walking trail, parking area and a public recreation field. In addition, the park has a large detention area.

3. Objectives

The primary objectives of this initiative are to: Design Park improvements including additional playing capacity, increased parking opportunities and improvements to existing park facilities.

4. Scope of Work

The selected vendor will be required to provide a design update that includes, but is not limited to, the following features:

- Design artificial turf fields to increase playability options
- Create a championship style field
- Shade structure over the picnic table area on the game side of the original building
- Study and possibly increase parking areas or spaces
- Designate and locate a playground and/or consideration of a Musco Mini Pitch System for the park
- Existing Playground area improvements
- Develop plan to replace existing sports lighting with LED sports lighting (Fields 1-5 are older sports lighting)
- Lighting for Parking areas in the main park
- Pedestrian access to the soccer annex between fields 6 and 7
- Update stormwater areas based on facility needs
- Shade areas between fields on various fields
- Explore ingress and egress improvements

- Provide a construction estimate
- Provide list of grant opportunities for the park improvements

5. Proposal Submission

Please submit an original hard copy plus one electronic copy of the proposal to the Finance Director's Office at the address on page one. All proposals must be sealed and clearly marked with the proposer's name and the words "Rotary Soccer Park Design Services RFP, Bid Opening Date: 10:00 a.m., September 30, 2025." Failure to provide this information on the envelope may result in the proposal not being considered. Proposers must allow sufficient time to ensure receipt of the proposal. It shall be the sole responsibility of the proposer to have the bid delivered to the Town before the deadline.

Proposals should include the following information:

- **Company Overview:** Background, experience, and qualifications of the vendor.
- **Solution Description:** Detailed description of the update and its features.
- **Technical Specifications:** Technical requirements and infrastructure details.
- **Implementation Plan:** Detailed timeline for the updates.

6. Evaluation Criteria

Proposals will be evaluated using the factors listed below to ascertain which bid best meets the needs of the Town. A committee will score each proposal and rank the bidders from highest to lowest score. If the Town cannot negotiate a contract with the highest score, then the Town will negotiate with the next highest score until a contract is in place. The items to be considered during the evaluation and the associated point values are as follows:

Criteria	Maximum Points
Scope / Approach	30
Assigned Personnel	25
Availability	25
Team Experience & Capabilities	20
Total Possible Score	100

- **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?
- **Assigned Personnel:** Do the persons who will be working on the project have the

necessary skills?

- **Availability:** Can the work be completed by the deadline? Is the project team available to attend meetings if required? Does the lead firm or its subs have other contracts that may cause a problem in completion?
- **Team Experience and Capabilities:** Do the prime contractor and subs have a demonstrated working relationship? Are sufficient staff available to support key project personnel?

The Town reserves the right to award a contract solely on the written proposal.

7. Contract Agreement

The successful vendor will be expected to enter into an agreement with the Town of Smyrna. The agreement shall be signed and attested, but not dated, by the proper business representative and submitted with the request for proposal. An executed contract will be forwarded to the winning vendor after Council approval. Once a contract has been issued all documents from that point forward will be sent to the attention of Mr. Mike Moss, Director, Parks and Recreation.

8. Projected Timeline

- **Request for Proposals issued:** September 16, 2025
- **Proposal Submission Deadline:** September 30, 2025, 10:00 AM CDT.
- **Selection Process:** September 30-October 20, 2025
- **Recommendation to Council:** October 30, 2025
- **Award of Contract:** November 13, 2025

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. **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.

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 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. Employers' Liability Coverage

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

3. All Coverages

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

b. Neither the acceptance of the completed work nor the payment thereof shall release the Vendor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.

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

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

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

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

Upon failure of the Vendor to furnish, deliver and maintain such insurance as requested, this contract, at the election of the Town, may be suspended, discontinued or terminated. Failure of the Vendor to purchase and/or maintain any required insurance shall not relieve the Vendor from any liability or indemnification under the contract.

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

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

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

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

F. SUBCONTRACTORS

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

G. WORKERS' COMPENSATION INDEMNITY

In the event Vendor is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Vendor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no circumstance

be, or considered as, the employer or statutory employer of Vendor, its owners, agents and employees. The parties further agree that Vendor is a wholly independent vendor and is exclusively responsible for its employees, owners, and agents. Vendor hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

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

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

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

APPLICABLE LAW:

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

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 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	

SECTION IV - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the Rotary Soccer Park Design Services 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 RFP. 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 RFP not noted above.

_____	_____
COMPANY	PHONE NUMBER
_____	_____
REPRESENTATIVE NAME	REPRESENTATIVE TITLE
_____	_____
SIGNATURE	E-MAIL ADDRESS

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 6.b.
Department: Information Systems
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with Mimecast for email security services and support.

Fiscal Impact:
This is a 3-year agreement for Mimecast Advanced Protections Gateway technology and support that will be billed annually. The current promotion includes 6 months free. The schedule will be:

Dec through June 2026 at no cost
June 2026 14,834.81
June 2027 14,834.81
June 2028 14,834.81

This product will replace the current technology that we pay for annually with only a minimal cost increase. This increase will be offset by the 6 months free and will save the Town money as the current solution raises rates by 5 - 10% per year. This expense is planned in the Department's operational budget.

Contract Type:
Original Contract

Contract Term (if applicable):
This is a 3-year agreement that will be billed annually. The current promotion includes 6 months free. The schedule will be:

Dec through June 2026 at no cost
June 2026 14,834.81
June 2027 14,834.81
June 2028 14,834.81

At the end of the 3-year term, there is a maximum 8% increase in fees for the next term.

This product will replace the current tool that we pay for annually with only a minimal cost increase. With the 6 months free, the additional cost offsets the increase and will

actually save money over the 3-year term as the current solution raises the price each year. This is planned in the Department's operational budget.

Background:
Our current email security tool lacks some features that the new solution has. The new solution provides features and functions that will allow the Town to increase security and reduce administrative activities, saving staff time.

Summary:
This new technology provides features and functions that will increase security while reducing administration demands. The Town will also realize some cost savings over the period of this agreement. We completed a successful internal review and held a customer review session with the City of Brentwood. The Brentwood team provided a strong recommendation for this technology.

Recommended Council Action:
Staff recommends that the Town Council approve this request, allowing the Mayor to sign the contract.

Attachments:
1. Mimecast General Terms and Conditions
2. TOS Addendum 2025 Mimecast Final
3. CDW - Mimecast Quote

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mimecast

General Terms and Conditions

The Terms and Conditions set out in this Agreement ("**General Terms**") govern the use of Mimecast's products and services (collectively, the "**Services**")

Customer (defined below) and the Mimecast entity providing Services hereunder ("Mimecast") each agree to these General Terms as a condition of the provision of the Services. Customer may contract separately with a reseller ("Reseller") as to the pricing and invoicing for the Services, in which case Section 9 (Payment) of these General Terms will have no effect and any refunds or service credits payable in accordance with these General Terms shall be paid to Reseller.

[Select Mimecast Entity] **("Mimecast")**	[Insert company name] **("Customer")**
Mimecast	Town of Smyrna, Tennessee
Registration Number (if applicable): _____	**Registration Number (if applicable): _____**
Address:	**Address:**
[Select Mimecast Address]	[Insert address]
191 Spring St, Lexington, MA 02421	315 South Lowry St, Smyrna TN 37167

1. SERVICES.

1.1 Provision of Services. Mimecast will provide the Services described in the applicable Services Order for the duration of the Subscription Term (both defined below), including any Renewal Term as defined in Section 8.1 herein. The Services will perform materially in accordance with the service performance specific documentation posted at https://community.mimecast.com/community/knowledge-base ("**Documentation**") and as described herein. Some Services are subject to performance targets ("**Service Levels**"). Descriptions of the Support Services ("**Support**") and Service Levels are available at www.mimecast.com/contracts. Some Services are subject to additional terms and conditions ("**Supplemental Terms**"), which are posted to www.mimecast.com/contracts. Any applicable Supplemental Terms, each Services Order, and the Data Processing Terms as set out in Section 2.3 below (as applicable) are each incorporated into these General Terms and form an agreement (hereinafter referred to as this **"Agreement**"). If there are conflicting terms, the order of precedence shall be as follows: (i) mutually signed Services Order (where applicable), (ii) any applicable Supplemental Terms, (iii) these General Terms. If there is any conflict between Sections 2.1 to 2.3 of these General Terms and the Data Processing Terms, the Data Processing Terms shall prevail.

1.2 A "**Services Order**" is a transactional document (such as a customer quote, a statement of work, a purchase order or written (email) confirmation of the transaction either from Mimecast or Reseller) that describes the Services to be provided to Customer (each, a "**Services Description**"), the length of the Services subscription ("**Subscription Term**"), and any pertinent quantities. Notwithstanding the foregoing, no Services Order shall add to or amend these General Terms, unless signed by Mimecast and Customer and no Reseller or Customer standard terms included in a Services Order shall apply to the provision of the Services.

1.3 Usage Metrics. Services may be based on different usage metrics including, but not limited to, Permitted Users, Domains and Takedowns (each as defined in the applicable Supplemental Terms). "**Permitted Users**" means all end users of the Services being individuals employed by or otherwise under Customer's control. Customer will allow only the number of Permitted Users shown in the applicable Services Order to access and use the Services. Customer may add Services or increase the number of Domains, Takedowns, or Permitted Users at any time during the Subscription Term, however, Customer must provide Reseller or Mimecast with advance notice prior to doing so and additional fees may apply. During a Subscription Term, it is not possible for Customer to (i) reduce the number of Domains, Takedowns, or Permitted Users; (ii) downgrade any of the Services ordered; or (iii) remove any of the Services ordered. Any reduction, downgrade, or removal of Services may be made effective at the start of a Renewal Term, but only if Mimecast receives notice of such change not less than ninety (90) days prior to the renewal date.

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1.4 Hosting Jurisdiction. The "**Hosting Jurisdiction**" means the country where the Customer Data for each product or service is stored. The Hosting Jurisdiction for each product or services will be identified on the relevant Services Order and shall apply exclusively to that product or service.

1.5 Mimecast Applications. Mimecast makes applications available via various online marketplaces. Mimecast applications are licensed, not sold, to Customer. Customer's license to use the applications is subject to Customer's compliance with this Agreement and any associated end user license agreement made available via the application/marketplace. The term of Customer's license to use the application is coterminous with the applicable Service Order. For the avoidance of doubt, Mimecast applications fall under the definition of Services hereunder.

1.6 Professional and Managed Services. Mimecast will provide "**Professional Services**" to Customer if noted in the applicable Services Order. Mimecast will perform Professional Services in a professional and workmanlike manner, consistent with industry standards. If Mimecast's performance does not conform as described in the applicable Services Order, Customer will notify Mimecast of such failure within fifteen (15) days of delivery ("**Acceptance Period**"). Promptly after receipt of Customer's notice, Mimecast will re-perform the non-conforming Professional Services at no additional cost to Customer, as Customer's exclusive remedy. After the Acceptance Period, any additional Professional Services will be subject to a new Services Order. Mimecast shall not be deemed in breach of its obligations under this Section 1.6 to the extent that Mimecast is delayed or prevented from performing due to an act or omission of Customer. If Mimecast provides access to the Simply Migrate Software (as such term is defined in the Simply Migrate Software End User License Agreement ("**Simply Migrate EULA**")) as part of a Professional Services project or otherwise, the Simply Migrate EULA, available at www.mimecast.com/contracts, will apply to the installation and use of such software. Customer acknowledges that by subscribing to a managed service offering, it is enabling Mimecast to maintain an assigned role in the Customer's Mimecast account with limited access to certain Customer Data and/or Customer dashboards, necessary for such offering. Mimecast may provide the managed service in any jurisdiction where Mimecast maintains support personnel.

1.7 Trial Services. Where Customer is provided Services by Mimecast for evaluation purposes ("**Trial Services**"), access to the Trial Services will be terminated upon expiration of the Subscription Term for the Trial Services ("**Trial Subscription Term**"), unless Customer enters into a paid subscription for Services on a non-trial basis prior to expiration, or the trial is earlier terminated as provided below. Notwithstanding any provision to the contrary herein, in respect of the Trial Services Customer acknowledges and agrees that: (i) Mimecast has no obligation to retain Customer Data related to the Trial Services after termination or expiration of the Trial Subscription Term; (ii) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (iii) Mimecast's Service Levels and Support do not apply to the Trial Services; (iv) the Trial Services are provided "as is"; and (v) notwithstanding anything included in this Agreement to the contrary, Mimecast shall have no indemnification obligations nor any liability of any type with respect to Trial Services.

2. SECURITY, DATA PROTECTION, AND CONFIDENTIALITY.

2.1 Customer Data. "**Customer Data**" means data provided by Customer for processing via the Services including, without limitation, the contents of the files, emails, or messages sent by or to a Permitted User. Customer acknowledges and agrees that it shall be the sole responsibility of the Customer to ensure that Customer retains or extracts a copy of any and all Customer Data which it is obliged to retain under applicable law or regulation.

2.2 Security. Mimecast will implement and maintain appropriate administrative, technical, organizational, and physical security measures for each of the Services, which are designed to protect Customer Data against unauthorized access, disclosure, or loss. Customer acknowledges and agrees that in the course of providing the Services to Customer it may be necessary for Mimecast to access Customer Data to respond to technical problems or Customer queries and to ensure the proper working of the Services; such access may originate from any jurisdiction where Mimecast maintains Support personnel. Additional information about Mimecast security, including the locations from which Support is provided, and Mimecast's certifications, attestations and assessments, is available on https://www.mimecast.com/company/mimecast-trust-center/ ("**Trust Center**"). Mimecast may update the Trust Center from time to time and shall notify Customer of material changes.

2.3 Data Protection. As required by law or as otherwise agreed by the parties, additional data protection terms are outlined in a separate data processing agreement between the parties (referred to herein as a "**Data Processing Terms**"). The Data Processing Terms shall be incorporated into, and form an addendum to, these General Terms. With respect to Customer Data that relates to an identified or identifiable natural person ("**Personal Data**"), Customer shall act as the accountable organization or the data controller, and Mimecast shall act as the service provider or the data processor. Except as may be required by Applicable Data Protection Law, Mimecast will process the Personal Data solely in accordance with Customer's Instructions. The **"Instructions"** are embodied in this Agreement and as may be additionally communicated by Customer to Mimecast in writing from time-to-time. Mimecast will process Personal Data in compliance with Applicable Data Protection Law. Further details regarding the processing of Personal Data are outlined

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in the Trust Center. For purposes of this Section 2.3, "**Applicable Data Protection Law**" means one or more of the following data protection laws or regulations as applicable to the Processing of Personal Data by Mimecast under this Agreement: (i) Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**"); (ii) the United Kingdom ("UK") Data Protection Act 2018 and the UK General Data Protection Regulation ("**UK GDPR**"); (iii) the data protection regulations of the United States, including but not limited to, California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 ("**CCPA"**); (iv) the South Africa Protection of Personal Information Act ("**POPIA**"); (v) the Australia Privacy Act No. 119 1988 (as amended); (vi) Canadian Personal Information Protection and Electronic Documents Act ("**PIPEDA**"); and (vii) any relevant law, statute, regulation, legislative enactment, order or other binding instrument, that implements, supplements, or amends the foregoing. Where permitted by a lawful basis, Mimecast may process Personal Data in the United States or other countries or jurisdictions outside of the country where it was collected, as described on the Trust Center. Customer will comply with its obligations under all laws applicable to it as an employer, the accountable organization, and/or data controller, including the responsibility for providing any requisite notices and obtaining any consents for such collection, processing, and transfer of Personal Data, including international transfers. It is not intended that Customer shall collect or process biometric data through the Services nor make any employment-related decisions of its Permitted Users based solely on information obtained via the Services.

2.4 Confidentiality.

(a) Definitions. "**Confidential Information**" means information designated by the party disclosing such information ("**Disclosing Party**") as "confidential" or "proprietary" or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of the disclosure and includes information in whatever form (including written, oral, visual, or electronic form). If information is disclosed orally or visually, it must be identified by the Disclosing Party as confidential at the time of disclosure. Customer's Confidential Information includes, but is not limited to, Customer Data. Mimecast's Confidential Information includes, but is not limited to, all information related to the performance, functionality, and reliability of the Services. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of the party that receives such information ("**Receiving Party**") from the Disclosing Party; (ii) is in the Receiving Party's possession prior to receipt from the Disclosing Party; (iii) is acquired by the Receiving Party from a third-party without breach of any confidentiality obligation to Disclosing Party; or (iv) is independently developed by Receiving Party without reference to the Disclosing Party's Confidential Information.

(b) Obligations. Confidential Information is and will remain the exclusive property of the Disclosing Party. Receiving Party will, in addition to any other obligations outlined in Section 2 herein: (i) use Disclosing Party's Confidential Information solely for the performance of the activities contemplated by this Agreement; (ii) disclose such information only to its employees, agents, and contractors who are bound by obligations of confidentiality at least as strict as those contained in this Section 2.4; and (iii) protect Disclosing Party's Confidential Information against unauthorized use or disclosure using the same degree of care it uses for its own Confidential Information, which in no event will be less than reasonable care. Notwithstanding any provision herein, if lawfully required by judicial or administrative order or otherwise, Receiving Party may disclose Confidential Information of Disclosing Party, provided, where lawfully permitted, Receiving Party provides reasonable prior written notice to Disclosing Party to permit Disclosing Party to seek a protective order. Receiving Party will reasonably cooperate in Disclosing Party's activities in seeking such order, at Disclosing Party's expense. Receiving Party will disclose only that information that is reasonably necessary to meet the applicable legal order or requirement.

(c) Injunction. Notwithstanding anything to the contrary, either party may seek equitable, injunctive, or declaratory relief to enforce any of its intellectual property rights or rights in the Confidential Information in any court of appropriate jurisdiction.

3. CUSTOMER ACTIVITIES.

3.1 Customer Use. Customer will use the Services only for its own internal business purposes and will not transfer, resell, license, or otherwise make the Services, Documentation or Material (as defined below) available to third parties. Customer will use the Services as reasonably directed by Mimecast, subject to Section 2.3 and the provisions of any Data Processing Terms. Customer may not use or access the Services for the purpose of (i) building a competitive service or comparative features; or (ii) comparative analysis (including, but not limited to, benchmarking) intended for use outside Customer's organization. Customer is responsible for obtaining and maintaining any third-party licenses and/or Equipment needed to connect to, access, or otherwise use or benefit from the software and/or Services. "**Equipment**" shall include without limitation, equipment and ancillary services including, but not limited to, modems, hardware, services, software operating systems, networking, web services.

3.2 Required Notification. With regard to Mimecast human risk awareness and training services ("**Human Risk Services**"), Customer shall, where appropriate, provide notice to all employees as to Customer's use of the Human

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Risk Services and obtain all relevant acceptance for such use. Mimecast shall bear no responsibility or liability for Customer's use of the Human Risk Services in contradiction to this Section.

3.3 Access Control.

(a) Customer will implement and maintain all reasonable and appropriate controls to ensure that (i) user accounts are used only by the Permitted Users to whom they are assigned and to manage and monitor Permitted Users, including designating one or more administrators responsible for access control; and (ii) in the case of Services where Permitted User is not the designation, that those accessing the Services are permitted to do so in accordance with Customer's internal policy and applicable law.

(b) To the extent that the provision of the Services requires download and/or installation of software components such as end-point agents, Customer shall ensure that such components are appropriately deployed to the Permitted Users and Customer hereby acknowledges that failure to do so may impact access to, and efficacy of, the Services.

(c) Customer is solely responsible for the acts or omissions of any user or Permitted User who obtains access to the Services through Customer or Customer's systems. Customer will notify Mimecast promptly if it becomes aware of any unauthorized access or use.

3.4 Restrictions.

(a) Customer will not:

(i) use, or permit the use of, the Services in any manner that: (a) amounts to an illegal activity, infringes or violates the rights of others, or violates any applicable law or regulation, including but not limited to where Customer is required to obtain permissions or authorizations to permit Mimecast to perform its obligations hereunder, or where Customer is prevented from transmitting certain information via the Services, or concerning unsolicited email; (b) introduces, distributes or transmits any viruses, malicious code, vulnerabilities, weakness in the computational logic (whether known or latent) or any other items of a harmful nature; or (c) could reasonably be expected to interfere with, impair or disrupt the Services or cause Mimecast to be placed on any blocklist or denylist by an internet service provider;

(ii) upload to Mimecast's platform, Collateral which: (a) infringes on the intellectual property rights or any rights related to publicity or the privacy of any third-party; (b) is defamatory, libelous, threatening or harassing in nature; (c) is in violation of any applicable laws (including those laws relating to obscenity or pornography); and/or (d) purports to be originated from a governmental agency (including, without limitation, agencies related to law enforcement, tax or immigration). **"Collateral"** means Customer's own written, photographic, and/or videographic content or material (including any names, images, or other intellectual property of a third-party, to the extent Customer uses the Service(s) to upload such content or material. In the event Mimecast receives notice from a third-party alleging that any Collateral is in breach of this Section 3.4 (a) (ii) then Mimecast will, to the extent allowable by law, promptly notify Customer and Customer will immediately remove such Collateral from the platform;

(iii) license, sell, rent, lease, transfer, grant rights in, or access to the Services for commercial gain; or

(iv) copy, disseminate, allow unauthorized access to, disassemble, reverse engineer, or decompile the Services, or any components thereof.

(b) Customer will defend, indemnify, and hold harmless Mimecast in the event of any third-party claim or regulatory action arising out of Customer's breach (or alleged breach) of the terms of Sections 3.2 and 3.4 herein.

3.5 Fair Usage. Some Services are subject to fair usage limits as more particularly specified in the Documentation or otherwise notified to Customer. If Customer exceeds such fair usage limits, Mimecast may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If Customer is unable or unwilling to abide within the required fair usage limit, Mimecast may, at its sole discretion, either reasonably require Customer to pay applicable excess usage fees or suspend or terminate the Services Order in respect of the applicable Service.

3.6 Application Program Interfaces ("**API**") and Third-Party Services.

(a) Customer can enable certain APIs so that the Services work in conjunction with certain third-party services, systems, and/or applications. Where necessary for applicable Services, the process to gain access to the APIs will be made available to Customer upon request. For the avoidance of doubt, Customer's access and use of such any third-party APIs shall be governed solely by the terms and conditions of such third-party APIs. If a third-party modifies its APIs so that they no longer interoperate with the Services or imposes requirements on interoperability that are unreasonable for Mimecast, Mimecast may cease or suspend its provision of interoperability between the Services and the affected third-party API, without liability.

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(b) Where Mimecast supplies Customer with a Mimecast API, all access keys, authentication procedures, and data to which Customer gains access or which is provided to Customer in connection with Customer's use of the API, excluding Customer Data, is the Confidential Information of Mimecast. Mimecast may revoke access to any API at any time without notice to Customer if Mimecast, in its reasonable discretion, believes necessary or appropriate.

(c) Customer is responsible for (i) ensuring that the information provided to Mimecast to enable any API, is and remains accurate and up to date; and (ii) ensuring it has valid licences for, and access to, all applicable third-party APIs necessary to access and derive benefit from the applicable Services.

(d) Customer acknowledges and agrees that Mimecast is not responsible for: (i) any third-party APIs (and no representations, warranties or commitments are made regarding the same); and (ii) the security of Customer Data until such time that the Customer Data enters the Mimecast environment (and all such transfers are conducted on Customer's own volition and risk).

(e) To the extent Customer Data is retrieved from or provided by Third-Party Services, Mimecast (i) will not be responsible for nor makes any representations, warranties or commitments regarding any Third-Party services; and (ii) shall not be liable for the condition of such Customer Data, including, but not limited to any Customer Data that is unlawful, incorrect, incomplete, corrupt, or missing. Customer hereby irrevocably waives any claim against Mimecast and its affiliates with respect to such Third-Party Services. "**Third-Party Services**" means third-party licenses, products, applications, APIs, web hooks, services, software, systems, directories, websites, databases, and information which Customer may connect to, permit connection to (including without limitation, where such connection is part of the Services provided), or enable in conjunction with Mimecast API connectors and/or the applicable Services.

3.7 Third-Party Content. To the extent Customer or Permitted Users are exposed to third-party content in the use of the Services hereunder, Customer acknowledges and agrees that Mimecast shall not be responsible nor held liable in respect of any such content which may be considered offensive or violates the rights of another.

4. OWNERSHIP.

4.1 Ownership of the Services. Customer's rights in the Services are limited to those expressly stated in this Agreement. Mimecast and its third-party licensors will retain all ownership interest and intellectual property rights in and to the Services and its underlying systems, Mimecast APIs and to any Material. "**Material**" means collateral such as training materials, video training modules, user surveys, and user assessments made available to Customer by Mimecast.

4.2 Licenses. Customer hereby grants to Mimecast all necessary rights and licenses to process Customer Data for the purposes of providing the Services. Customer acknowledges and agrees that improving threat detection, analysis, awareness and prevention is critical to the functionality of the Services; accordingly, Customer further grants to Mimecast the necessary rights and licenses to collect and process limited data for the maintenance, improvement, and enhancement of the Services. Further information regarding the details of such processing is found on the Trust Center and/or in the Data Processing Terms executed by the parties.

4.3 Aggregated Usage Data. Mimecast processes certain aggregated data derived from the Services, including usage data, such as utilization statistics, reports, logs and information regarding spam, viruses and/or other malware ("**Aggregated Usage Data**"). Mimecast owns all Aggregated Usage Data.

4.4 Feedback. Mimecast owns all right, title, and interest in and to any Feedback in any present or future form or format for use in any manner that Mimecast deems appropriate, without monetary or other compensation to Customer. "**Feedback**" means any communications or materials provided to Mimecast by Customer suggesting or recommending changes to the Services howsoever such Services are provided, including without limitation where provided under a trial subscription, paid subscription, free of charge, early release, beta, pilot, or general acquisition.

4.5 References. Customer grants Mimecast a revocable, worldwide, royalty-free, fully paid up, non-exclusive license to use Customer name and/or logo in sales presentations, marketing vehicle and on Mimecast's website, for the purposes of identifying Customer as a customer of Mimecast. Any such use of Customer's logo or trademarks shall be subject to any brand guidelines published by Customer or provided to Mimecast for the purpose of this Section 4.5. Customer may revoke each or all of the permissions granted in this Section 4.5 at any time by contacting references@mimecast.com.

5. DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND WITHOUT LIMITING MIMECAST'S EXPRESS OBLIGATIONS UNDER THIS AGREEMENT, MIMECAST HEREBY DISCLAIMS ALL GUARANTEES, CONDITIONS, WARRANTIES AND REPRESENTATIONS, IMPLIED, STATUTORY OR OTHERWISE CONCERNING ANY SERVICES, SOFTWARE, DOCUMENTATION OR MATERIALS PROVIDED BY MIMECAST, INCLUDING BUT NOT LIMITED TO, THOSE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OF TITLE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICES DO NOT QUALIFY AS LEGAL OR EXPERT ADVICE.

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CUSTOMER SHOULD CONSIDER WHETHER THE SERVICES ARE APPROPRIATE FOR CUSTOMER'S NEEDS, AND WHERE APPROPRIATE, SEEK LEGAL OR EXPERT ADVICE. MIMECAST DOES NOT REPRESENT THAT THE SERVICES WILL ACHIEVE INTENDED RESULTS, BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT REPORTS, GRAPHS, ANALYSES OR SIMILAR INFORMATION WHICH MAY BE PROVIDED AS PART OF THE SERVICES (COLLECTIVELY, "INFORMATION"), ARE BASED ON INFORMATION KNOWN TO MIMECAST AT THE TIME AND PROVIDED FOR CUSTOMER'S INTERNAL BUSINESS PURPOSES ONLY. MIMECAST WILL USE REASONABLE EFFORTS TO PROVIDE ACCURATE AND UP-TO-DATE INFORMATION BUT MAKES NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED.

6. INTELLECTUAL PROPERTY INDEMNIFICATION

6.1 Indemnification. Mimecast will defend, indemnify, and hold harmless Customer, its officers, directors, employees, and consultants against any third-party claim, suit, proceeding, or regulatory action alleging that the Services or the Material infringe any copyright, moral right, trade secret, trade or service mark, or patent issued or enforceable in the applicable Hosting Jurisdiction. Customer will provide prompt written notice of the applicable claim to Mimecast and cooperate in Mimecast's defense, as reasonably requested by Mimecast and at Mimecast's expense. Mimecast will have sole control of the defense and settlement of the applicable matter.

6.2 Resolution of Claim. Mimecast may, at its own expense and in its sole discretion, attempt to resolve any indemnified claim by: (a) modifying the Services or Material to avoid the alleged infringement; (b) obtaining a license to permit Customer's use of the Services or Material as contemplated by this Agreement; or (c) terminating the rights set forth in this Agreement and giving Customer a refund for any fees paid for the remainder of the then-effective Subscription Term. Customer will cooperate fully with Mimecast in the implementation of any of the above-described resolutions. Mimecast will have no liability under this Section 6 to the extent any third-party claim results from the combination of the Services with third-party products, services, data, or business processes used by Customer or from content, instructions, or information supplied by Customer.

6.3 Entire Liability. Section 6 sets forth Mimecast's entire liability and Customer's sole and exclusive remedy for an infringement claim as described in Section 6.1. Mimecast specifically disclaims any and all implied indemnification obligations that may apply to this Agreement.

7. LIMITATION OF LIABILITY

7.1 EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY WHETHER IN CONTRACT, EXTRA-CONTRACTUAL LIABILITY, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO (A) SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (TO THE EXTENT DEFINED BY LAW), (B) LOSS OF REVENUE OR PROFITS, (C) LOSS OF ANTICIPATED SAVINGS, (D) DAMAGE TO REPUTATION, (E) LOST MANAGEMENT TIME, (F) LOSS OR CORRUPTION OF DATA, OR (G) INCIDENTAL EXPENSES, OF ANY KIND WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE SERVICES PROVIDED OR AGREED TO BE PROVIDED BY MIMECAST, IN EACH CASE EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY THEREOF. THIS SECTION 7.1 DOES NOT APPLY TO ANY AMOUNTS PAYABLE IN CONNECTION WITH THE INDEMNIFICATION OBLIGATIONS STATED HEREIN.

7.2 LIABILITY CAP. THE PARTIES ACKNOWLEDGE THAT ANY LIMITATION OF LIABILITY SET FORTH HEREIN IS INTENDED TO APPLY ONLY TO THE EXTENT PERMITTED BY LAW. THE PARTIES AGREE THAT THE ALLOCATION OF RISK IN THIS SECTION 7 IS REFLECTED IN THE SERVICE FEES AND THEREFORE REPRESENTS AN AGREED-TO ALLOCATION OF RISK AND LIMITATION OF LIABILITY. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

(A) GENERAL. EACH PARTY'S MAXIMUM LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, OR THE MATERIAL (COLLECTIVELY, "GENERAL CLAIMS"), WHETHER IN CONTRACT, EXTRA-CONTRACTUAL LIABILITY, TORT, STATUTE OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY CUSTOMER TO MIMECAST (OR RESELLER) FOR THE APPLICABLE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE GENERAL CLAIM; PROVIDED THAT THE FOREGOING CAP WILL NOT APPLY TO: (I) THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, (II) CUSTOMER'S OBLIGATIONS UNDER SECTION 3.4, (III) CUSTOMER'S PAYMENT OBLIGATIONS, OR (IV) DATA CLAIMS (AS DEFINED IN SUBSECTION 7.2(B)).

(B) DATA CLAIMS. MIMECAST'S MAXIMUM LIABILITY FOR ANY AND ALL DATA CLAIMS WILL BE LIMITED TO THE GREATER OF: (I) USD $100,000 (ONE HUNDRED THOUSAND US DOLLARS) (OR THE EQUIVALENT IN THE CURRENCY OF THE APPLICABLE HOSTING JURISDICTION AT THE TIME THE CLAIM AROSE) OR (II) TWO TIMES

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(2X) THE FEES PAID OR PAYABLE BY CUSTOMER TO MIMECAST (OR RESELLER) FOR THE APPLICABLE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE DATA CLAIM. THE LIABILITY CAP DESCRIBED IN THIS SUBSECTION 7.2(B) IS INTENDED TO COVER DATA CLAIMS ONLY AND MAY NOT BE COMBINED WITH THE CAP DESCRIBED IN SUBSECTION (A) IN CONNECTION WITH THE SAME SET OF UNDERLYING FACTS. CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE INTENDED TO APPLY TO ANY DATA PROCESSING TERMS ENTERED INTO BY THE PARTIES AND THAT SUCH LIMITATIONS WILL CONTROL IF THERE IS A CONFLICT BETWEEN SUCH AGREEMENTS. "DATA CLAIMS" MEANS, COLLECTIVELY, ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO MIMECAST'S BREACH OF THE OBLIGATIONS SET FORTH IN SECTION 2 OR IN ANY DATA PROCESSING TERMS, WHETHER IN CONTRACT, EXTRA-CONTRACTUAL LIABILITY, TORT, STATUTE OR OTHERWISE.

7.3 EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY'S LIABILITY IS EXCLUDED OR LIMITED BY THIS AGREEMENT IN THE EVENT OF: (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (B) FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED.

8. TERM AND TERMINATION

8.1 Term. This Agreement is valid as of the first date that a Services Order is in effect and will remain in force until the conclusion of all Services Orders between Customer and Mimecast. Other than as set out in Section 1.7 herein, each Subscription Term will renew automatically for terms of the same length as agreed on the original Services Order ("**Renewal Term**"), unless one party gives the other party written notice of its intent not to renew the applicable subscription at least thirty (30) days prior to the end of the then-current Subscription Term. Mimecast shall provide Reseller with notice of renewal and new pricing (if applicable) prior to the end of the then-current Subscription Term to enable Reseller to inform Customer of such renewal within a reasonable time.

8.2 Termination.

(a) For Breach. Either party may terminate this Agreement immediately on giving written notice to the other party if the other party commits any material breach of any term of this Agreement or related Services Orders and has not cured such breach within thirty (30) days of its receipt thereof. Additionally, if Customer has purchased the Services through a Reseller, Mimecast may terminate this Agreement and all related Services Orders if Customer has not paid Reseller in a timely manner and has not cured such non-payment within fifteen (15) days of its receipt of written notice.

(b) For Bankruptcy. Unless prohibited by law, either party may terminate this Agreement immediately on giving written notice to the other party if the other party: (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy pursuant to any insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

(c) For Restricted Party Screening. The parties acknowledge that Mimecast on a regular basis conducts a review of its customers to determine whether restrictions or sanctions apply with regard to transacting with them, including but not limited to, those referred to in Section 10.11, ("**Restricted Party Screening**" or "**RPS**"). If Mimecast considers, in its sole discretion, but acting reasonably based on its standard RPS process, that the results of the RPS in relation to Customer are unsatisfactory, Mimecast may terminate this Agreement and any Services Order related hereto with immediate effect upon written notice to Customer. Upon termination pursuant to this Section 8.2(c), Mimecast shall have no further obligations to Customer hereunder.

(d) No Other Rights of Termination. Customer acknowledges that it has no rights of termination other than those specifically set out in this Agreement.

(e) Waiver. Where applicable, to the extent permitted by applicable law, the Parties hereby agree to waive any provisions under the relevant laws and regulations which require a court decision to terminate this Agreement.

8.3 Changes to Services. Customer acknowledges that the Services are offered as software-as-a-service and that the details of the offerings themselves, including the terms of the Service Levels and Support, will change over time. If such changes result in a material degradation of the Services, Service Levels or Support, then Customer may provide written notice to Mimecast, which shall include a description of the degradation. If the identified material degradation is not corrected by Mimecast within thirty (30) days of Mimecast's receipt of such notice from Customer, then Customer may terminate this Agreement and all applicable Services Orders and receive a refund of any fees paid for the remainder

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of the then-effective Subscription Term.

8.4 Suspension of Services. Mimecast may suspend the Services if Customer fails to pay any undisputed amount within fifteen (15) days (or such longer period as Mimecast may decide from time-to-time) of Mimecast's (or Reseller's) notice to Customer of such failure to pay. Additionally, if Customer's account is the subject of denial-of-service attacks, hacking attempts, or other malicious activities, or Customer's activities reasonably appear to be in breach of Section 3.4, Mimecast will work with Customer to resolve such matters as soon as possible. In such circumstances, to protect Mimecast's own systems, Customer acknowledges that Mimecast may be required to suspend the Services until the issues are resolved. Mimecast will provide advance notice to Customer of such suspension, where reasonably practicable.

8.5 Survival. Customer's payment obligations, the provisions of this Section and the provisions of the following Sections will survive any termination of this Agreement: Section 2.4 (*Confidentiality Obligations*), Section 3.4 (*Restrictions*), Section 4 (Ownership), Section 5 (*Disclaimer*), Section 6 (*Intellectual Property Indemnification*), Section 7 (*Limitation of Liability*), Section 10 (*General*), and Section 11 (*Regional Terms*).

9. PAYMENT. **THIS SECTION 9 DOES NOT APPLY IF CUSTOMER HAS CONTRACTED SEPARATELY WITH A RESELLER AS TO THE PRICING AND INVOICING FOR THE SERVICES. THIS SECTION 9 WILL ONLY APPLY IF THE CUSTOMER WILL BE INVOICED FOR THE SERVICES DIRECTLY BY MIMECAST.**

9.1 Fees and Payment Terms. Customer will pay any fees set forth in any agreed Services Order. Fees are due net thirty (30) days from the invoice date. Mimecast will provide instructions for payment in the applicable invoice or through some other reasonable means. No less than one hundred (100) days prior to the start of each Renewal Term Mimecast shall provide notice of the fees payable for the upcoming Renewal Term. If Customer is contracting with Mimecast South Africa (Pty) Limited, then recurring fees will increase at a rate of up to eleven percent (11%) at the start of each Renewal Term. If Customer is contracting with any other Mimecast entity, then recurring fees will increase at a rate of up to eight percent (8%) at the start of each Renewal Term.

9.2 Professional Services Fees. Fees for any Professional Services to be performed by Mimecast shall be invoiced in full promptly upon execution of an applicable Services Order. Pricing for Professional Services that include import of historical Customer Data into the Services assumes that the quantity of Customer Data specified on the applicable Services Order will be provided to Mimecast within twelve (12) months of the commencement of the Professional Services engagement. Customer Data received for import after that twelve-month period will be subject to additional fees.

9.3 Disputed Invoices. If Customer disputes any portion of an invoice, then Customer will notify Mimecast in writing within fifteen (15) days of receipt of the applicable invoice. Such notice will include a description of the basis for Customer's dispute. If only part of an invoice is disputed, then Customer will pay the undisputed amount as provided herein. The parties will work together in good faith to resolve any such dispute promptly.

9.4 Late Payment. Customer will be notified if payment has not been received in accordance with the terms of Section 9.1. If any undisputed amount due is not paid within fourteen (14) days of such notice, then to the extent permitted by law, Mimecast may charge a late payment fee on any unpaid amount due at the rate of one percent (1%) per month (or at the maximum rate permitted by law, whichever is lower) from the date such payment was due until the date such amount is paid. For Customers located in France, the late payment fee shall be calculated by the European Central Bank's interest rate at its most recent refinancing operation, increased by ten percent (10%). In the event any action is taken to pursue collection of any fees payable hereunder, Customer will reimburse Mimecast for Mimecast's costs associated with such collection, including reasonable legal fees where applicable, in line with the statutory lump sum indemnity for recovery charges.

9.5 Taxes. The fees and any other charges hereunder do not include any taxes, withholdings, levies, or duties of any nature (including without limitation, local, state, provincial, federal, VAT or foreign taxes) that may be assessed at any time in connection with the Services during the term of this Agreement. Customer is responsible for paying any such taxes, excluding taxes based on Mimecast's net income. If applicable, Customer shall provide Mimecast with US sales and use tax exemption certificates in accordance with local laws and requirements. Provided however, that if there have been any withholding taxes paid on behalf of Mimecast by Customer, then Customer shall provide Mimecast with copies of tax receipts or other evidence of payment of such withholding taxes sufficient to permit Mimecast to support a claim or credit for such taxes withheld (to the extent applicable).

10. GENERAL

10.1 Transition from Reseller. If Customer wishes to transition from its then-current Reseller to a new, authorized Mimecast Reseller, Customer will notify Mimecast in writing. In that event, Customer agrees that the terms and conditions of this Agreement will continue to apply to Customer's use of the Services (in addition to the pricing and other terms provided by Customer's new Reseller). If Mimecast terminates its relationship with Customer's then-current

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Reseller, Mimecast will notify Customer in writing and will provide a description of the plan to maintain the Services through the end of the applicable Subscription Term. At the end of such term, Customer may continue to receive the Services through Mimecast or an authorized Reseller of its choice.

10.2 Force Majeure. With the exception of Customer's payment obligations hereunder, neither party will be liable for any delay in performance or failure to perform its obligations under this Agreement due to any cause or event outside its reasonable control including, acts of God, civil or military authority, acts of war, cyber warfare, pandemics, accidents, third-party computer or communications failures, natural disasters or catastrophes, strikes or other work stoppages or any other cause beyond the reasonable control of the affected party.

10.3 Assignment. Customer may assign this Agreement in whole or in part to a successor in interest in the event of a sale or merger of Customer. Otherwise, Customer may not assign this Agreement or any Services Orders in whole or in part without Mimecast's prior written consent, which consent will not be unreasonably withheld. Mimecast may assign this Agreement without the consent of the Customer. This Agreement will be binding upon the parties hereto and any authorized assigns.

10.4 Notices. Any communications in connection with this Agreement may be provided by email. Legal notices relating to this Agreement may be provided by email to the receiving party with read receipt enabled. If (i) no confirmation of receipt is received for such notice, or (ii) the notice concerns the commencement of legal proceedings, notice must be sent to the receiving party in **writing** at the address provided or at the registered address of the receiving party and sent by major commercial delivery courier service or mailed in a manner that requires signature by the recipient.

10.5 Entire Agreement. Each party hereby acknowledges that: (i) no reliance is placed on any representation not provided in this Agreement; and (ii) agreement to this Agreement is not conditioned on any promise made by Mimecast to deliver any future deliverable such as a feature or functionality. The parties agree that this Agreement shall constitute the entire agreement between Customer and Mimecast with respect to the subject matter hereof and supersedes all prior or contemporaneous oral and written agreements, proposals, negotiations, representations, commitments, and other communications between the parties, including fixed terms and conditions on any purchase order. All prior negotiations between the parties have been merged into this Agreement and there are no understandings, representations, or agreements, oral or written, express or implied, regarding the subject matter described herein other than those expressly set forth herein.

10.6 Modifications and Severability. Except as expressly provided herein, any modification to this Agreement must be made in writing and signed or accepted via auditable digital means, by an authorized representative of each party. Any purchase order or other terms provided by Customer will be accepted by Mimecast for invoicing purposes only and will not add to or vary this Agreement. The parties further acknowledge that no Reseller is entitled to modify this Agreement, including the Service Levels or Support or to otherwise make promises, representations, or warranties on behalf of Mimecast. The parties understand that the provisions of this Agreement apply in the context of a global agreement intended for use in multiple jurisdictions. If any provision of this Agreement is held to be unenforceable, or not recognized in accordance with applicable law, such provision will be reformed to the extent necessary to make it enforceable or, where it cannot be reformed, severed from the remaining provisions and such holding will not impair the enforceability of the remaining provisions.

10.7 Waiver. The failure by a party to exercise any right hereunder or to insist upon or enforce strict performance of any provision of this Agreement will not waive such party's right to exercise that or any other right in the future.

10.8 Violation of Intellectual Property Rights. Notwithstanding any provision herein to the contrary, nothing in this Agreement is intended to limit Customer's liability in the event of Customer's violation of Mimecast's ownership or intellectual property rights, and any claim with respect to such violation will not be governed by this Agreement.

10.9 No Third-Party Beneficiaries. This Agreement is entered into solely between and may be enforced only by Mimecast and Customer. This Agreement will not be deemed to create any third-party rights or obligations and any person who is not a party to this Agreement shall not have any rights or remedies under or in connection with it.

10.10 Independent Contractors. Each party to this Agreement will be acting as an independent contractor, and nothing herein will be construed to create a partnership, joint venture, or any type of agency relationship between Mimecast and Customer or any Permitted User.

10.11 Restrictions. Each party agrees to comply with all applicable laws and regulations with respect to the export and import of the Services, including, but not limited to the regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of State, the United Nations Security Council, the European Union or any member state, or His Majesty's Treasury of the United Kingdom (collectively, the "**Export and Sanctions Laws"**). Customer hereby warrants that

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Customer will not access or use (nor procure or facilitate the access or use of) the Services, or allow the export or re-export of anything related to the Services: (i) in any region that is the subject or target of territory-wide financial and economic sanctions or trade embargoes under the Export and Sanctions Laws; (ii) with any person identified on (or directly or indirectly owned 50% or greater, or otherwise controlled by, a person or persons identified on) a list of prohibited, sanctioned, debarred, denied, or otherwise restricted parties, including those imposed, administered or enforced from time to time in connection with the Export and Sanctions Laws; or (iii) in any manner which would result in a violation of the Export and Sanctions Laws by Customer or Mimecast. Customer further agrees that Customer will not place any information in the Services that is controlled under the U.S. International Traffic in Arms Regulations or other export control laws, without having first obtained any required license or governmental authorization or otherwise confirming that Customer's use of the Services would not result in a violation of applicable laws by Customer or Mimecast.

10.12 Headings; Construction. The headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Any ambiguity in this Agreement will be interpreted equitably without regard to which party drafted this Agreement or any provision thereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement.

11. Governing Law. Governing Law shall be in accordance with the table set out below.

Country (Customer registered address)	**Mimecast Entity**	**Governing Law**
UNITED STATES **MEXICO**	**Mimecast North America, Inc.**	This Agreement and any disputes hereunder will be governed by the **laws of the Commonwealth of Massachusetts,** without regard to its conflict of law principles. Any litigation concerning this Agreement shall be submitted to and resolved by a court of competent jurisdiction in **Boston, Massachusetts.** Notwithstanding the foregoing, either party may seek equitable, injunctive, or declaratory relief to enforce any of its intellectual property rights or rights in the Customer Data or Confidential Information in any court of appropriate jurisdiction. Where applicable, each party hereby waives its respective rights to a jury trial of any claim or cause of action relating to or arising out of this Agreement. This waiver is intended to encompass any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement or any applicable Order, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party further represents and warrants that it has consulted with legal counsel concerning this waiver and that it provides this waiver knowingly and voluntarily.
CANADA	**Mimecast Canada Inc.**	This Agreement shall be governed by and construed in accordance with the **laws of the province of Ontario and the federal laws of Canada.** Any legal action or proceeding arising out of or based upon these General Terms will be instituted in the courts of the province of **Ontario,** and each party irrevocably submits to the jurisdiction of such courts in any such action or proceeding. The parties irrevocably and unconditionally (i) waive any objection to the laying of venue of any action or any proceeding in such courts; and (ii) agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

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UNITED KINGDOM **CENTRAL EUROPE** (excluding GERMANY, NETHERLANDS) **UNITED ARAB EMIRATES** **SAUDI ARABIA** **ISRAEL** **PHILIPPINES**	**Mimecast Services Limited**	This Agreement and any court proceedings shall be governed by the **laws of England and Wales** and held in **England.** Notwithstanding the foregoing, either party may seek equitable, injunctive or declaratory relief to enforce any of its intellectual property rights or rights in the Customer Data or Confidential Information in any court of appropriate jurisdiction. With regard to any dispute, action or claim arising from this Agreement any Customer in any Middle East territory, if the United Kingdom courts refuse jurisdiction, the parties agree that such dispute shall be subject to the exclusive jurisdiction of the court of the Dubai International Financial Centre ("DIFC"). Where such a dispute relates to a claim for a sum within the limits specified by the DIFC Small Claims Tribunal, then the dispute may be referred to the said Tribunal.
INDONESIA	**Mimecast Services Limited**	This Agreement shall be governed by and construed in accordance with the **laws of Indonesia.** The Indonesian courts shall have exclusive jurisdiction in relation to all disputes under this Agreement. Where applicable, to the extent permitted by applicable law, the parties hereby agree to waive any provisions under the relevant laws and regulations which require a court decision to terminate this Agreement
AUSTRALIA **NEW ZEALAND**	**Mimecast Services Limited**	This Agreement and any arbitration and court proceedings shall be governed by the **federal laws of Australia and the State of Victoria and held in Melbourne, Australia**. Any restriction herein on liability will apply only to the extent that they are consistent with non-excludable Australian laws and nothing in this Agreement limits any consumer guarantees or other rights Customer may have under non-excludable Australian laws. Customer hereby consents to the jurisdiction of such courts over Customer and stipulates to the convenience, efficiency, and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on the alleged inconvenience, inefficiency or unfairness of such courts. THE DISCLAIMER SET FORTH HEREIN DOES NOT EXCLUDE OR LIMIT ANY STATUTORY OR IMPLIED GUARANTEE, CONDITION OR WARRANTY THAT MAY NOT BY OPERATION OF LAW BE EXCLUDED OR LIMITED. TO THE EXTENT PERMITTED BY LAW, MIMECAST LIMITS ITS LIABILITY UNDER ANY STATUTORY OR IMPLIED CONDITION, WARRANTY OR GUARANTEE THAT CANNOT BE EXCLUDED TO, AT THE OPTION OF MIMECAST, THE RESUPPLY OF THE SERVICES OR THE PAYMENT OF THE COST OF DOING THE SAME.
SINGAPORE **HONG KONG** **MALAYSIA**	**Mimecast Services Limited**	This Agreement shall be governed by and construed in accordance with the **laws of Singapore**. The **Singapore** courts shall have exclusive jurisdiction in relation to all disputes under this Agreement. For these purposes each party irrevocably submits to the jurisdiction of the Singapore courts and waives any objection to the exercise of that jurisdiction.
REPUBLIC OF SOUTH AFRICA	**Mimecast South Africa (Pty) Limited**	This Agreement and any disputes hereunder will be governed by the **laws of the Republic of South Africa,** without regard to its conflict of law principles. The parties hereby consent and submit to the non-exclusive jurisdiction of the Gauteng Division, Pretoria for the purpose of all or any legal proceedings arising from or concerning this Agreement.

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12. Governing Language. This Agreement may be made in the local language and English language. If there is any conflict or discrepancy in interpretation between the local language and English version, the English version shall prevail.

Signed by:
Signed Michael List
088829D4D73C448...

For and on behalf of **Mimecast**

Name Michael List

Position VP of Sales

Date November 13, 2025 | 14:29 EST

Signed _____

For and on behalf of **Customer**

Name _____

Position _____

Date _____

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STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the day of November 5, 2025 by and between **THE TOWN OF SMYRNA, TENNESSEE**, a municipal corporation in the State of Tennessee, herein further referenced and identified as ("The Town") and Mimecast North America, Inc. herein further referenced and identified as ("Vendor") in order to amend the terms of the Agreement, including all attachments, exhibits, or any actual or virtual documents or writing, including, but not limited to, all any "clickwrap," "clickthrough" or "click and accept" agreement or other Terms of Service scheduled for presentation to the Town Council for approval on the ___ day of _____, 2025.

WITNESSETH

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

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

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

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

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4. **NON-APPROPRIATION:** Vendor acknowledges that the Town is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event the Town fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to the Town, and such termination shall not be a breach of the Agreement.
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. **NO ARBITRATION:** 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 material obligation, other than with regards to the date of delivery, set out in the Agreement/Contract, the Town shall be entitled to terminate the Agreement upon written notice; provided, however, that the Town must provide Vendor with notice and the Vendor shall have thirty (30) 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 or other ordering document, all deliveries shall be made to the Town no later than ninety (90) days from the date of 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 documentation available at: https://community.mimecast.com/community/knowledge-base. 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. **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

Commented [AM1]: Subscriptions are paid on an annual basis and at the beginning of a subscription period. Subscriptions are generally noncancelable and are nonrefundable except for the limited situations set forth in the Agreement.

Commented [AM2]: Mimecast provides the Services on an auto-renewal basis; however, we provide notice of the impending renewal and your account manager will discuss renewal options with you in advance. Auto renewal also prevents our services from being switched off in the event of an administrative error whereby intention to renew has not been communicated. We see this as a benefit for our customers as it ensures continuity of mission critical service.

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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.

12. **PRICE ASSURANCE:** Unless specifically stated in the Agreement, the price shall be valid for the full term of a subscription under the Agreement.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

Commented [AM3]: Removing as this isn't necessary. The Agreement contains a provision that it won't be modified without written consent of either party so we don't have a process to notify of changes.

Docusign Envelope ID: 6702FAAC-2D91-4516-ABD1-C52D56D4422D

Signed by:
Michael List
088829D4D73C448...

VENDOR OR AGENT

VENDOR OR AGENT

MAYOR, TOWN OF SMYRNA, TENNESSEE

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

CARL WILSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PRCL351	11/5/2025	MIMECAST ADVANCED	3382724	$44,503.23

IMPORTANT - PLEASE READ

Special Instructions: Mimecast licenisng is not returnable Pricing is 3 years billed annually with the first 6 months free First 6 months - 12/15/2025 - 6/14/2026 - No Payment Required Year 1: 6/15/2026 - 6/14/2027, Payment - $14,834.41 Year 1: 6/15/2027 - 6/14/2028, Payment - $14,834.41 Year 1: 6/15/2028 - 6/14/2029, Payment - $14,834.41

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MIMECAST ADV PROT CLD GATEWAY Mfg. Part#: M_ADV-PRT-CG_250_A Electronic distribution - NO MEDIA Contract: MARKET	520	8248332	$0.00	$0.00
Mimecast Advanced Support - technical support - 1 year Mfg. Part#: M_ADV-SP_1_A Electronic distribution - NO MEDIA Contract: MARKET	1	7805949	$0.00	$0.00
Mimecast Assisted Implementation Mfg. Part#: M_IMP-AST_1_OO Electronic distribution - NO MEDIA Contract: MARKET	1	8437670	$0.00	$0.00
MIMECAST ADV PROT CLD GATEWAY Mfg. Part#: M_ADV-PRT-CG_250_A Invoiced 6 months after order Electronic distribution - NO MEDIA Contract: MARKET	520	8248332	$27.26	$14,175.20
Mimecast Advanced Support - technical support - 1 year Mfg. Part#: M_ADV-SP_1_A Invoiced 6 months after order Electronic distribution - NO MEDIA Contract: MARKET	1	7805949	$659.21	$659.21
MIMECAST ADV PROT CLD GATEWAY Mfg. Part#: M_ADV-PRT-CG_250_A Invoiced 18 months after order Electronic distribution - NO MEDIA	520	8248332	$27.26	$14,175.20

QUOTE DETAILS (CONT.)				
Contract: MARKET				
Mimecast Advanced Support - technical support - 1 year Mfg. Part#: M_ADV-SP_1_A Invoiced 18 months after order Electronic distribution - NO MEDIA Contract: MARKET	1	7805949	$659.21	$659.21
MIMECAST ADV PROT CLD GATEWAY Mfg. Part#: M_ADV-PRT-CG_250_A Invoiced 30 months after order Electronic distribution - NO MEDIA Contract: MARKET	520	8248332	$27.26	$14,175.20
Mimecast Advanced Support - technical support - 1 year Mfg. Part#: M_ADV-SP_1_A Invoiced 30 months after order Electronic distribution - NO MEDIA Contract: MARKET	1	7805949	$659.21	$659.21

SUBTOTAL	$44,503.23
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$44,503.23**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: TOWN OF SMYRNA ACCTS PAYABLE 315 S LOWRY ST SMYRNA, TN 37167-3416 **Phone:** (615) 459-2553 **Payment Terms:** VISA	**Shipping Address:** TOWN OF SMYRNA CARL WILSON 315 S LOWRY ST SMYRNA, TN 37167-3416 **Phone:** (615) 459-2553 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Griffin Curcio | (877) 635-6656 | grifcur@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$44,503.23	**$1,286.14/Month**	**$44,503.23**	**$1,468.16/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

My Account

Support

Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.c.
Department: Treasury
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Strategic Vision Advisory Group relative to an audit of hotel motel taxes.

Fiscal Impact:
This is an unbudgeted one-time cost of $20,000. This funding would come from the delayed hiring of an Assistant Finance Director under account 110-41991-290.

Contract Type:
Professional Services Contract

Contract Term (if applicable):

Background:
A hotel/motel tax audit is conducted every 3–5 years. The purpose of this audit is to determine whether the amount of occupancy tax paid by each operator is in compliance with the Town statutes. Hotels and motels are required to file a Hotel/Motel occupancy tax monthly based on the number of room nights rented and the gross charge for occupancy of those rooms.

Summary:
A 2017 audit of 14 hotels brought an additional $28,000. An audit in 2020 of 16 hotels, determined the town was owed an additional $55,743. We now currently have 20 operating hotels. The Town usually conducts this audit in conjunction with the county, allowing Strategic Vision Advisory Group to quote bulk pricing, combined with the addition of 4 hotels, confirms staff's belief that this audit continues to benefit the Town of Smyrna.

Recommended Council Action:
Staff recommends to approve this agreement.

Attachments:
1. Town of Smyrna-Engagement Letter Applying AUP Hotels 2025 (1)
2. Town of Smyrna Standard Municipal Agreement

STRATEGIC VISION
ADVISORY GROUP

October 17, 2025

Ms. Sierra Nolen Lowry
Town of Smyrna
315 South Lowry Street
Smyrna, TN 37167

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the Town of Smyrna.

We will apply the procedures enumerated below to operators selected by the Town of Smyrna.

For each property selected, we will perform the following procedures:

- Inquiry of operator's key staff of the each property's office procedures, internal controls, and accounting records for the receipt and recording of room rental revenue and the calculation of occupancy tax due;
- Review the client's sales records for the test period January 2023 to December 2025 to verify all taxable revenue was subject to occupancy tax;
- Tests of unusual fluctuations in monthly room rental revenue and occupancy tax remittances; detailed tests of the recording of room rental revenue using appropriate sampling techniques; and
- Review of supporting documentation for any occupancy tax exemptions granted;
- Compare operator records with the monthly Hotel/Motel Occupancy Tax Return filed with the Town of Smyrna.

By signing this engagement letter, you agree to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is compliance with the Town of Smyrna occupancy tax statutes. This engagement is solely to assist the Town of Smyrna in determining that the amount of occupancy tax paid by each operator is in compliance with statutes. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the AICPA. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. No other parties will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on each operator's compliance with occupancy tax statutes. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We plan to begin our procedures on approximately January 5, 2026, and, unless unforeseeable problems are encountered, the engagement should be completed by March 15, 2026.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Town of Smyrna. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. You understand that the report is intended solely for the information and use of the Town of Smyrna and should not be used by anyone other than these specified parties.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.
- If circumstances occur relating to the condition of your records, the availability of evidence, or the existence of a significant risk of material misstatement of the subject matter caused by error or fraud, which in our professional judgment prevent us from completing the engagement or reporting findings on the subject matter, we retain the right to take any course of action permitted by professional standards, including declining to report findings or issue a report, or withdrawing from the engagement.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict compliance with occupancy tax statutes, we will communicate such matters to you.

The operators under occupancy tax laws and regulations will provide us with the basic information required for our procedures. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from you. We may also request certain written representations in the form of a representation letter from each operator's management that, among other things, will confirm each operator's management's responsibility for compliance with occupancy tax statutes.

Sabrina Mapes, MBA, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services will be $1,000 per operator, with 20 operators selected for testing (not to exceed $20,000 in total). You will also be billed for travel and other out-of-pocket costs. Additional expenses are estimated to be $2,000. Any additional time testifying in court or providing information for court proceedings will be billed to you at a rate of $250 per hour. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees are payable on presentation.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from knowing misrepresentations to us.

If for some reason this engagement results in dispute that can't be resolved between us and you, the client, then after ninety days of said dispute, and before any litigation, resolution shall be sought first by a licensed mediator or arbitrator agreed upon by both parties. The results of such mediation or arbitration shall be used in any court of this jurisdiction. The cost of such shall be shared by both parties.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we may require that they acknowledge in writing their agreement with the procedures performed, or to be performed, and their acknowledgment that the procedures are appropriate for their purposes.

Very truly yours,

Strategic Vision Advisory Group, PLLC

Strategic Vision Advisory Group, PLLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Smyrna.

By: _____

Title: _____

Date: _____

STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the 19th day of November, 2025 by and between **THE TOWN OF SMYRNA, TENNESSEE,** a municipal corporation in the State of Tennessee, herein further referenced and identified as ("The Town") and Strategic Vision Advisory Group, PLLC 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 19th day of , 2025.

WITNESSETH

WHEREAS, the parties wish to execute this addendum to the Agreement for the purposes of substituting, clarifying or inserting certain terms of or into their original Agreement executed on the 19th day of November, 2025; and

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

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.

Vanessa Nelson Director of Audit and Assurance
Strategic Vision Advisory Group, PLLC 11/20/25

VENDOR OR AGENT

VENDOR OR AGENT

MAYOR OF SMYRNA, TENNESSEE

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.d.
Department: Fire Department
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, agreements relative to the purchase of Loose Equipment for Aerial Ladder 76.

Fiscal Impact:
Funds for tools and equipment to equip Ladder 76 were included in the FY-2026 Capital Budget in the amount of $150,000 under G/L account 320-42299-921, Key #15452. The total of this request is $104,791.73.

Contract Type:
Original Contract

Contract Term (if applicable):

Background:
The Smyrna Fire Department solicited bids for small and loose equipment necessary to outfit the new Ladder 76, which is currently on order. A total of six vendors submitted bids for consideration. After collecting and reviewing all submissions, staff evaluated each bid to ensure compliance with specifications, eliminated non-bids and unacceptable substitutions, and included freight costs. Rather than awarding the bid to a single vendor, staff identified the lowest and best pricing for each category of equipment across all vendors in order to achieve the greatest overall cost savings.

Additionally, during the bid process, staff researched local vendors such as Northern Tool and Harbor Freight to determine if any items could be sourced at a lower cost locally. Following this comprehensive review, the total cost for all small and loose equipment items for Ladder 76 is $104,791.73, broken down as follows: MES Service $21,352.44, NAFECO $10,493.00, Rescue 1 $20,308.00, Safe Industries $6,420.00, Siddons-Martin $39,491.51, and locally sourced items totaling $6,726.78.

Summary:
The total cost for all small and loose equipment items for Ladder 76 is $104,791.73, broken down as follows: MES Service $21,352.44, NAFECO $10,493.00, Rescue 1 $20,308.00, Safe Industries $6,420.00, Siddons-Martin $39,491.51, and locally sourced items totaling $6,726.78.

Recommended Council Action:

Staff recommends approval to purchase the small and loose equipment as outlined above from the respective vendors identified, utilizing the lowest and best bid from each to ensure the best overall value for the Town.

Attachments:

1. 2025 Aerial 76 Equipment List Bid Tab - Google Sheets
2. Aerial 76 Equipment List by Vendor - NAFECO
3. Aerial 76 Equipment List by Vendor - Purchased Separately
4. Aerial 76 Equipment List by Vendor - Rescue 1
5. Aerial 76 Equipment List by Vendor - Safe Industries
6. Aerial 76 Equipment List by Vendor - Siddons Martin
7. Aerial 76 Equipment List by Vendor -MES
8. SAFE INDUSTRIES AGREEMENT AERIAL 76 EQUIPMENT NOVEMBER 2025
9. MES SERVICE COMPANY AGREEMENT AERIAL 76 EQUIPMENT NOVEMBER 2025
10. NAFECO AGREEMENT AERIAL 76 EQUIPMENT NOVEMBER 2025
11. SIDDONS MARTIN AGREEMENT AERIAL 76 EQUIPMENT NOVEMBER 2025
12. RESCUE 1 AGREEMENT AERIAL 76 NOVEMBER 2025

2025 Aerial 76 Equipment List Bid Tabulation

					MES Service Company			NAF Co.			Rescue 1			Safe Industries			Siddens-Martin			TC Medicore		
						Total	Estimated		Total	Estimated		Total	Estimated		Total	Estimated		Total	Estimated		Total	Estimated
ITEM	DESCRIPTION	SIZE	UNIT	QUANTITY	UNIT PRICE	Cost	Delivery time	UNIT PRICE	Cost	Delivery time	UNIT PRICE	Cost	Delivery time	UNIT PRICE	Cost	Delivery time	UNIT PRICE	Cost	Delivery time	UNIT PRICE	Cost	Delivery time
1	4" red vinyl hose with 4" Storz RedHead couplings 50' sections		50'	24	$767.50	$18,420.00	8-10 WEEKS	$823.55	$19,765.20	60 DAYS		$0.00		$465.00	$11,160.00	90 DAYS	$788.15	$18,915.60	90-120 DAYS	$765.00	$18,360.00	6-8 WEEKS ARO
2	700' 1.75" double jacket white cloth hose with 1.5" NST threads 50' sections		50'	14	$168.75	$2,362.50	8-10 WEEKS	$146.99	$2,057.86	60 DAYS		$0.00		$120.00	$1,680.00	90 DAYS	$166.28	$2,327.92	90-120 DAYS	$261.00	$3,654.00	6-8 WEEKS ARO
3	Leatherhead 6-pound pick head Hi-Viz Orange Handle		EA	3	$75.66	$226.98	30-45 DAYS	$86.88	$260.64	30 DAYS		$0.00		$67.00	$201.00	60 DAYS	$67.65	$202.95	15-30 DAYS	$92.00	$276.00	6 WEEKS ARO
4	4' D-Handle Fiberglass Pike Poles		EA	2	$76.39	$152.78	30-45 DAYS	$89.88	$179.76	30 DAYS		$0.00		$65.00	$130.00	60 DAYS	$89.62	$179.24	15-30 DAYS		$0.00	
5	Fire Hooks Unlimited Georgie hook 6-foot FH-Georgia-6		EA	1	$172.50	$172.50	30-45 DAYS	$188.00	$188.00	30 DAYS		$0.00		$155.00	$155.00	60 DAYS	$155.94	$155.94	15-30 DAYS	$220.00	$220.00	6-8 WEEKS ARO
6	50" Flamefighter Heavy Duty Pry Bar		EA	2	$67.04	$134.08	30-45 DAYS	$74.86	$149.72	30 DAYS		$0.00		$65.00	$130.00	60 DAYS	$71.62	$143.24	15-30 DAYS		$0.00	
7	Leatherhead The Irons (Axe, Halligan and Marrying Strap) Orange Handle Axe		EA	2	$343.41	$686.82	30-45 DAYS	$349.80	$699.60	30 DAYS		$0.00		$385.00	$770.00	60 DAYS	$394.60	$789.20	15-30 DAYS		$0.00	
8	Flamefighter Sledge Hammer Orange 36" Fiberglass Handle 12# Head		EA	2	$121.25	$242.50	30-45 DAYS	$74.86	$149.72	30 DAYS		$0.00		$65.00	$130.00	60 DAYS	$71.25	$142.50	15-30 DAYS		$0.00	
9	10A 120 B:C Amerex Dry Chemical Extinguisher Model 423		EA	1	$198.80	$198.80	30-45 DAYS	$193.75	$193.75	30 DAYS		$0.00		$125.00	$125.00	60 DAYS	$150.57	$150.57	15-30 DAYS	$415.00	$415.00	5-6 WEEKS ARO
10	2.5 gallon Amerex Water Extinguisher Model 240		EA	1	$150.17	$150.17	30-45 DAYS	$148.00	$148.00	30 DAYS		$0.00		$265.00	$265.00	60 DAYS	$127.69	$127.69	15-30 DAYS	$255.00	$255.00	5-6 WEEKS ARO
11	15 Pound Amerex CO2 Extinguisher Model 331		EA	1	$337.97	$337.97	30-45 DAYS	$319.00	$319.00	30 DAYS		$0.00		$137.00	$137.00	60 DAYS	$268.66	$268.66	15-30 DAYS	$687.00	$687.00	5-6 WEEKS ARO
12	ANSI/ISEA Z308.1-2021 Compliant Class A First Aid Kit Case must be Type III minimum with metal case		EA	1		$0.00		$59.00	$59.00	30 DAYS		$0.00			$0.00			$0.00			$0.00	
13	Salvage Covers Minimum size 12'x18'14 oz		EA	6	$157.44	$944.64	30-45 DAYS	$174.00	$1,044.00	30 DAYS		$0.00		$170.00	$1,020.00	60 DAYS	$142.32	$853.92	60 DAYS		$0.00	
14	Spanner Wrench Sets with Hydrant Wrench and mounting Brackets. Red Head Hydrant and Spanner Wrench Set Style 148-3 or Kochek Style K45-3		EA	4	$100.19	$400.76	30-45 DAYS	$162.66	$650.64	30 DAYS		$0.00		$152.00	$608.00	60 DAYS	$145.94	$583.76	15-30 DAYS	$219.00	$876.00	3-12 WEEKS ARO
15	D-Handle, fiberglass handle, aluminum blade scoop shovels		EA	2	$79.72	$159.44	30-45 DAYS	$64.00	$128.00	30 DAYS		$0.00		$72.00	$144.00	60 DAYS	$67.87	$135.74	15-30 DAYS		$0.00	
16	Pair 36" Bolt Cutters 36" Hi-tensile bolt cutter Zico Model # HIT-900-R		PR	1	$283.99	$283.99	30-45 DAYS	$298.00	$298.00	30 DAYS		$0.00		$253.00	$253.00	60 DAYS	$265.72	$265.72	15-30 DAYS		$0.00	
17	GEMTOR 531 Series Ladder Belts	SMALL	EA	1	$186.45	$186.45	30-45 DAYS	$303.65	$303.65	30 DAYS		$0.00		$173.00	$173.00	60 DAYS	$155.94	$155.94	15-30 DAYS	$246.00	$246.00	4 WEEKS ARO
	GEMTOR 531 Series Ladder Belts	MEDIUM	EA	1	$186.45	$186.45	30-45 DAYS	$303.65	$303.65	30 DAYS		$0.00		$173.00	$173.00	60 DAYS	$155.94	$155.94	15-30 DAYS	$246.00	$246.00	4 WEEKS ARO
	GEMTOR 531 Series Ladder Belts	LARGE	EA	1	$186.45	$186.45	30-45 DAYS	$303.65	$303.65	30 DAYS		$0.00		$173.00	$173.00	60 DAYS	$155.94	$155.94	15-30 DAYS	$246.00	$246.00	4 WEEKS ARO
	GEMTOR 531 Series Ladder Belts	X-LARGE	EA	2	$186.45	$372.90	30-45 DAYS	$303.65	$607.30	30 DAYS		$0.00		$173.00	$346.00	60 DAYS	$155.94	$311.88	15-30 DAYS	$246.00	$492.00	4 WEEKS ARO
	GEMTOR 531 Series Ladder Belts	XX-LARGE	EA	1	$197.18	$197.18	30-45 DAYS	$326.65	$326.65	30 DAYS		$0.00		$182.00	$182.00	60 DAYS	$164.91	$164.91	15-30 DAYS	$260.00	$260.00	4 WEEKS ARO
18	150' RescueTECH 7/16" ACCESS Lifeline Rescue Rope, Black in Color		EA	2	$170.63	$341.26	30-45 DAYS	$187.81	$375.62	30 DAYS		$0.00		$149.00	$298.00	60 DAYS	$362.25	$724.50	15-30 DAYS		$0.00	
19	RT Medium Rope Bag Item Number 801314, 2 bags red & 2 bags black in color		EA	4	$43.88	$175.52	30-45 DAYS	$51.91	$207.64	30 DAYS		$0.00		$43.00	$172.00	60 DAYS	$46.57	$186.28	15-30 DAYS		$0.00	
20	Toolbox with the following, hacksaw with 3 blades, keyhole saw, 12" pipe wrench, 24" pipe wrench, ball peen hammer, pair of tin snips, pair of pliers, pair of lineman's pliers, assorted screwdrivers, adjustable wrenches and combination wrenches		EA	1		$0.00			$0.00			$0.00			$0.00		$559.90	$559.90	7-10 DAYS		$0.00	
21	Alert VisionsSafety Orange Vest 5-Point Breakaway Vest Item 72112	2XL	EA	6		$0.00		$39.00	$234.00	30 DAYS		$0.00			$0.00			$0.00			$0.00	
22	2.5" NHT thread Red Head Style 35 or Kochek Style 35R double swivel female adapters		EA	2	$76.77	$153.54	30-45 DAYS	$79.00	$158.00	30 DAYS		$0.00		$73.00	$146.00	60 DAYS	$71.10	$142.20	30 DAYS	$105.00	$210.00	3-12 WEEKS ARO
23	2.5" NHT thread Red Head Style 36 or Kochek Style36R double male adapters		EA	2	$37.31	$74.62	30-45 DAYS	$38.50	$77.00	30 DAYS		$0.00		$36.00	$72.00	60 DAYS	$34.33	$68.66	30 DAYS	$51.00	$102.00	3-12 WEEKS ARO
24	1.5" NHT thread Red Head Style 35 or Kochek Style 35R double swivel female adapters		EA	2	$59.09	$118.18	30-45 DAYS	$62.19	$124.38	30 DAYS		$0.00		$57.00	$114.00	60 DAYS	$54.36	$108.72	30 DAYS	$81.00	$162.00	3-12 WEEKS ARO
25	1.5" NHT thread Red Head Style 36 or Kochek Style 36R double male adapters		EA	2	$22.04	$44.08	30-45 DAYS	$23.41	$46.82	30 DAYS		$0.00		$23.00	$46.00	60 DAYS	$20.65	$41.30	30 DAYS	$30.00	$60.00	3-12 WEEKS ARO
26	Rubber Mallet 2# with Fiberglass Handle		EA	1	$34.01	$34.01	30-45 DAYS	$23.86	$23.86	30 DAYS		$0.00			$0.00		$25.35	$25.35	30 DAYS	$29.00	$29.00	4 WEEKS ARO
27	2.5" NHT male thread to 4" Storz adapter Red Head Style S-36 Item S3640S25N or Kochek Style S36S425		EA	2	$147.20	$294.40	30-45 DAYS	$139.00	$278.00	30 DAYS		$0.00		$129.00	$258.00	60 DAYS	$122.03	$244.06	30 DAYS	$180.00	$360.00	3-12 WEEKS ARO
28	2.5" NHT female thread to 4" Storz adapter Red Head Style S-54RL Item S54RL40S25N or or Kochek Style S54R25		EA	3	$154.26	$462.78	30-45 DAYS	$164.00	$492.00	30 DAYS		$0.00		$143.00	$429.00	60 DAYS	$141.92	$425.76	30 DAYS	$210.00	$630.00	3-12 WEEKS ARO
29	15' long handle 6" red vinyl supply hose with a 6" NST female long handle fitting on one end and a 4.5" NST female fitting on the opposite end		EA	1		$0.00		$1,110.00	$1,110.00	60 DAYS		$0.00			$0.00		$793.18	$793.18	30 DAYS		$0.00	
30	long handle 6' NST long handle female to 4" Storz adapter Red Head Style S-57 or Kochek Style S54L4		EA	1	$253.69	$253.69	30-45 DAYS	$256.11	$256.11	30 DAYS		$0.00		$235.00	$235.00	60 DAYS	$233.39	$233.39	30 DAYS	$412.00	$412.00	3-12 WEEKS ARO
31	4' Storz w/ lock x 6' NH Male Kochek Style S36S46-H52		EA	1	$191.06	$191.06	30-45 DAYS	$189.21	$189.21	30 DAYS		$0.00		$179.00	$179.00	60 DAYS	$175.78	$175.78	30 DAYS	$284.00	$284.00	6 WEEKS ARO
32	4.5 NST Female to 4" Storz adapter Red Head Style S-37 or Kochek Style S37S445		EA	1	$197.21	$197.21	30-45 DAYS	$199.00	$199.00	30 DAYS		$0.00		$184.00	$184.00	60 DAYS	$181.43	$181.43	30 DAYS	$269.00	$269.00	3-12 WEEKS ARO
33	5" Storz to 4" Storz adapter Red Head Style SS-50-40 or Kochek Style S60S54-H52		EA	1	$230.01	$230.01	30-45 DAYS	$234.00	$234.00	30 DAYS		$0.00		$215.00	$215.00	60 DAYS	$211.64	$211.64	30 DAYS	$342.00	$342.00	6 WEEKS ARO
34	2.5" NST Playpipe with shutoff and stacked tips sized as (1) 1 1/4" tip, (1) 1 1/8" tip, (1) 1" tip Acron Brass Style 2393		EA	2	$1,104.83	$2,209.66	8-10 WEEKS	$1,159.00	$2,318.00	30 DAYS		$0.00		$950.00	$1,900.00	60 DAYS	$887.00	$1,774.00	30 DAYS		$0.00	
35	2.5-gallon cases of Peak Blue DEF Fluid		EA	40		$0.00			$0.00			$0.00			$0.00		$18.92	$756.80	7 DAYS		$0.00	
36	1 ½ Elkhart Select-O-Matic Nozzle 1.5" High-Range 75-325 GPM at 100 PSI with Piston Grip Orange Bale		EA	5	$1,641.76	$8,208.80	8-10 WEEKS	$1,676.00	$8,380.00	60 DAYS		$0.00		$1,500.00	$7,500.00	60 DAYS	$1,476.35	$7,381.75	30 DAYS	$2,483.00	$12,415.00	10 WEEKS ARO
37	2.5" Elkhart Select-O-Matic Nozzle 2.5" High-Range 75-325 GPM at 100 PSI with Piston Grip Orange Bale		EA	2	$1,641.76	$3,283.52	8-10 WEEKS	$1,676.00	$3,352.00	60 DAYS		$0.00		$1,625.00	$3,250.00	60 DAYS	$1,476.35	$2,952.70	30 DAYS		$0.00	
38	Elkhart XD High-Range Foam Tube Model 03976401		EA	2	$624.52	$1,249.04	8-10 WEEKS	$644.58	$1,289.16	60 DAYS		$0.00		$625.00	$1,250.00	60 DAYS	$561.61	$1,123.22	30 DAYS	$934.00	$1,868.00	10 WEEKS ARO
39	2.5" NST Female to 1.5" Male NST adapter Red Head Style 37 or Kochek Style 37R		EA	2	$37.56	$75.12	30-45 DAYS	$42.99	$85.98	60 DAYS		$0.00		$35.00	$70.00	60 DAYS	$34.56	$69.12	30 DAYS	$51.00	$102.00	4-12 WEEKS ARO
40	TFT Res-Q-RenchFolding Spanner Wrenches		EA	2	$37.83	$75.66	30-45 DAYS	$44.13	$88.26	60 DAYS		$0.00		$35.00	$70.00	60 DAYS	$31.08	$62.16	30 DAYS	$59.00	$118.00	4-12 WEEKS ARO
41	Elkhart Clappered Siamese, 4" Storz x (2) 2.5"F Product Code 4A-4S		EA	1	$1,073.36	$1,073.36	8-10 WEEKS	$1,229.00	$1,229.00	60 DAYS		$0.00		$1,200.00	$1,200.00	60 DAYS	$1,080.85	$1,080.85	30 DAYS	$1,796.00	$1,796.00	10 WEEKS ARO
42	2.5" Red Head Style K-BRC or Kochek Style CC2552 Female caps with chain		EA	2	$88.56	$177.12	30-45 DAYS	$51.00	$102.00	30 DAYS		$0.00		$57.59	$115.18	60 DAYS	$81.48	$162.96	30 DAYS	$63.00	$126.00	10 WEEKS ARO
43	Fire Hooks Unlimited K-tool Kit FHU-KTK		EA	1	$180.00	$180.00	30-45 DAYS	$196.00	$196.00	30 DAYS		$0.00		$165.00	$165.00	60 DAYS	$165.60	$165.60	14 DAYS	$229.00	$229.00	6-8 WEEKS ARO
44	Fire Hooks Unlimited Elevator Key Set FHU-EKS-12		EA	1	$218.75	$218.75	30-45 DAYS	$219.00	$219.00	30 DAYS		$0.00		$191.00	$191.00	60 DAYS	$201.25	$201.25	14 DAYS	$279.00	$279.00	6-8 WEEKS ARO
45	Ziamatic 27" Round Shovel D Handle Grip and Fiberglass Handle		EA	1	$58.05	$58.05	30-45 DAYS	$74.00	$74.00	30 DAYS		$0.00		$58.00	$58.00	60 DAYS	$53.41	$53.41	14 DAYS	$82.00	$82.00	5 WEEKS ARO

46	500 FSV SmokeChaser Collapsible Indian Fire Tank Bag w/ Pump		EA	1	$193.87	$193.87	30-45 DAYS	$217.00	$217.00	30 DAYS		$0.00		$184.00	$184.00	60 DAYS		$0.00			$0.00	
47	24" RazorBack, Rough Surface, Push Brooms with Handle		EA	2		$0.00			$0.00			$0.00			$0.00		$22.78	$45.56	7-10 DAYS		$0.00	
48	Sprinkler Stops		EA	6		$0.00		$26.89	$161.34	30 DAYS		$0.00			$0.00		$22.18	$133.08	7-10 DAYS		$0.00	
49	Performance Advantage Company Bolt Cutter Kit K5029-1		EA	1	$47.60	$47.60	30-45 DAYS	$52.98	$52.98	30 DAYS		$0.00		$47.00	$47.00	60 DAYS	$43.79	$43.79	7-10 DAYS	$62.00	$62.00	5-6 WEEKS ARO
50	Performance Advantage Company Iron Lok K5003		EA	2	$302.60	$605.20	30-45 DAYS	$266.00	$532.00	30 DAYS		$0.00		$230.00	$460.00	60 DAYS	$230.78	$461.56	7-10 DAYS	$329.00	$658.00	5-6 WEEKS ARO
51	Performance Advantage Company Heavy Rescue Tool Mount Kit with Fastlok K5035FL-OR		EA	1	$224.47	$224.47	30-45 DAYS	$238.00	$238.00	30 DAYS	$0.00	$0.00	INCLUDED WITH ITEM 61	$205.00	$205.00	60 DAYS	$206.52	$206.52	7-10 DAYS	$297.00	$297.00	5-6 WEEKS ARO
52	Performance Advantage Company Sledge Hanger Kit K5010-12-OR		EA	2	$85.10	$170.20	30-45 DAYS	$89.00	$178.00	30 DAYS		$0.00		$81.00	$162.00	60 DAYS	$78.29	$156.58	7-10 DAYS	$112.00	$224.00	5-6 WEEKS ARO
53	Performance Advantage Company Handlelok 1004-OR		EA	20	$38.35	$767.00	30-45 DAYS	$43.75	$875.00	30 DAYS		$0.00		$35.00	$700.00	60 DAYS	$35.28	$705.60	7-10 DAYS	$51.00	$1,020.00	5-6 WEEKS ARO
54	Performance Advantage Company Jumbolok 1070-OR		EA	5	$60.35	$301.75	30-45 DAYS	$68.75	$343.75	30 DAYS		$0.00		$52.00	$260.00	60 DAYS	$55.52	$277.60	7-10 DAYS	$79.00	$395.00	5-6 WEEKS ARO
55	Quick Action Nozzle Holder 2 ½" G321		EA	10	$38.71	$387.10	30-45 DAYS	$42.69	$426.90	30 DAYS		$0.00		$39.99	$399.90	60 DAYS	$38.85	$388.50	7-10 DAYS		$0.00	
56	Quick Action Nozzle Holder 1 1/2" G421		EA	10	$38.44	$384.40	30-45 DAYS	$42.69	$426.90	30 DAYS		$0.00		$38.99	$389.90	60 DAYS	$38.57	$385.70	7-10 DAYS		$0.00	
57	4" Storz Hardcoat Mounting Plates AF63801 or Kochek Style MF507		EA	8	$40.13	$321.04	30-45 DAYS	$45.11	$360.88	30 DAYS		$0.00		$38.00	$304.00	60 DAYS	$36.92	$295.36	30 DAYS	$71.00	$568.00	3-12 WEEKS ARO
58	Hose Vice Highrise Pack Strap AK187		EA	1		$0.00		$313.00	$313.00	30 DAYS		$0.00		$299.00	$299.00	60 DAYS	$325.28	$325.28	30 DAYS		$0.00	
59	Command Light EOS Rapid Deploy Light - BD Powered (Dewalt Battery) with 120W FireTech Guardian Elite Light Head, 120V AC Shore Poer Option, and Truck Mounting Bracket		EA	2		$0.00		$2,989.00	$5,978.00	30 DAYS		$0.00		$1,850.00	$3,700.00	60 DAYS	$3,091.20	$6,182.40	30 DAYS		$0.00	
60	Honda EU3000iS Generator		EA	1		$0.00		$2,629.00	$2,629.00	30 DAYS		$0.00			$0.00		$2,238.88	$2,238.88	15 DAYS		$0.00	
61	Amkus Rescue Systems iCT614 Midsize Combi Tool		EA	1		$0.00			$0.00		$17,332.00	$17,332.00	4 WEEKS		$0.00			$0.00			$0.00	
62	5" NHT Female to 4" Storz 30 degree elbow Kochek SKE45R or RedHead SE Style Rocker Lug		EA	1	$303.15	$303.15	30-45 DAYS	$299.49	$299.49	30 DAYS		$0.00		$280.00	$280.00	60 DAYS	$278.88	$278.88	30 DAYS	$412.00	$412.00	4-12 WEEKS ARO
63	4" NHT Female to 4" Storz 30-degree elbow with 4" Sotrz Cap Kochek SKE44R or Redhead SE Sytle Rocker Lug		EA	2	$317.03	$634.06	30-45 DAYS	$217.00	$434.00	30 DAYS		$0.00		$198.00	$396.00	60 DAYS	$197.70	$395.40	30 DAYS	$291.00	$582.00	3-12 WEEKS ARO
64	Elkhart Phantom XD Nozzle w/ pistol grip 06XD076F-01030304010		EA	1	$1,638.61	$1,638.61	8-10 WEEKS	$1,674.00	$1,674.00	60 DAYS		$0.00		$950.00	$950.00	60 DAYS	$1,473.15	$1,473.15	30 DAYS		$0.00	
65	SuperVac V18-BD-SP Variable-Speed Battery Fan		EA	1	$4,933.37	$4,933.37	30-45 DAYS	$4,120.00	$4,120.00	30 DAYS		$0.00		$4,500.00	$4,500.00	60 DAYS	$4,347.84	$4,347.84	30 DAYS		$0.00	
66	DeWalt 12V MAX*/20V MAX*/ FLEXVOLT 8 Amp Fan Cooled Multi Port Fast Charger DCB104		EA	1		$0.00			$0.00		$467.00	$467.00	2 WEEKS		$0.00		$344.82	$344.82	15 DAYS		$0.00	
67	DeWalt FLEXVOLT® 20V/60V MAX* 15Ah Battery DCB615		EA	4		$0.00			$0.00		$419.00	$1,676.00	2 WEEKS		$0.00		$508.50	$2,034.00	15 DAYS		$0.00	
68	DeWalt 60V MAX* Brushless Cordless 9 in. Cut-Off Saw DCS692B		EA	1		$0.00			$0.00		$1,422.00	$1,422.00	2 WEEKS		$0.00		$1,236.54	$1,236.54	15 DAYS		$0.00	
69	Desert Diamond Industries Fire Rescue Safety Blades 9" diameter with ⅝"-⅞" arbor		EA	4		$0.00			$0.00		$325.00	$1,300.00	2 WEEKS		$0.00			$0.00			$0.00	
70	Akron 7982 Revolution Intake Valve (Swivel Elbow Inlet) 4" Storz inlet to 6" Female long handle outlet		EA	2	$1,956.78	$3,913.56	8-10 WEEKS	$1,898.00	$3,796.00	30 DAYS		$0.00		$1,799.00	$3,598.00	60 DAYS	$1,713.50	$3,427.00	45 DAYS		$0.00	
71	DOUBLE PREMIX/BAR CONTAINER HOLDER – BLACK Zico/Ziamatic Model: QM-PMH-D-B		EA	6	$136.65	$819.90	30-45 DAYS	$168.00	$1,008.00	30 DAYS		$0.00		$125.00	$750.00	60 DAYS	$125.72	$754.32	15 DAYS	$162.00	$972.00	4 WEEKS ARO
72	Steamlight Vulcan 180 Lantern w/ Vehicle Mount System - 12v Vehicle Mount charging base		EA	5	$223.34	$1,116.70	30-45 DAYS	$222.00	$1,110.00	30 DAYS		$0.00		$233.00	$1,165.00	60 DAYS	$211.73	$1,058.65	15 DAYS		$0.00	
73	Bullard QXT Pro Thermal Imaging Camera with 12v Vehicle Mount charging base		EA	1		$0.00			$0.00	30 DAYS		$0.00			$0.00		$7,374.38	$7,374.38	30 DAYS		$0.00	
74	CMC Traverse Advantage Plastic Litter		EA	1		$0.00		$1,446.00	$1,446.00	30 DAYS		$0.00		$575.00	$575.00	60 DAYS	$1,163.51	$1,163.51	15 DAYS		$0.00	
75	Laerdal BAXSTRAP Backboard		EA	1		$0.00		$379.00	$379.00	30 DAYS		$0.00			$0.00		$230.00	$230.00	15 DAYS		$0.00	
76	McKesson Speed Clip Straps for Use with Spine Boards		EA	4		$0.00		$44.00	$176.00			$0.00			$0.00		$28.75	$115.00			$0.00	
77	Turtle Plastics Turtle Tile Compartment Matting Size 12"x12"x3/4" each in Black Color Part #1212		EA	100	$5.20	$520.00	30-45 DAYS	$7.20	$720.00	30 DAYS		$0.00		$7.50	$750.00	60 DAYS	$4.78	$478.00	15 DAYS	$8.00	$800.00	4 WEEKS ARO
78	5-gallon containers of Chemguard 3%-6% AR-AFFF Biodegradable Foam		EA	5		$0.00		$525.00	$2,625.00	30 DAYS		$0.00		$145.00	$725.00	60 DAYS	$189.07	$945.35	15 DAYS		$0.00	
79	Havis Universal Adapter Plate C-ADP-101		EA	1		$0.00			$0.00			$0.00			$0.00		$44.09	$44.09	15 DAYS		$0.00	
80	Havis Universal Rugger Cradle for 11" to 14" Computing Devices UT-1001		EA	1		$0.00			$0.00			$0.00			$0.00		$217.35	$217.35	15 DAYS		$0.00	
81	Havis Replacement Kit for UT-1001 Components UT-1001-KIT		EA	2		$0.00			$0.00			$0.00			$0.00		$47.82	$95.64	15 DAYS		$0.00	
82	Powerhawk AC-17 Auto Crib-it		EA	1	$1,464.12	$1,464.12	30-45 DAYS		$0.00			$0.00		$1,700.00	$1,700.00	60 DAYS	$1,188.53	$1,188.53	15 DAYS	$1,622.00	$1,622.00	2 WEEKS ARO
83	Statpack G3 Breather EMS Pack with oxygen module, red		EA	8		$0.00		$475.00	$3,800.00	30 DAYS		$0.00			$0.00			$0.00			$0.00	
	GRAND TOTAL FOR ALL ITEMS WITH BID - SOME ITEMS ARE 'NO BID'			**Totals**		**$64,128.90**			**$83,795.07**			**$22,197.00**			**$58,571.98**			**$85,142.09**			**$53,720.00**	
						$21,352.44			$10,493.00			$20,308.00			$6,420.00			$39,491.51				

Line Number	Item	Quantity	Unit Price	Total
12	ANSI/ISEA Z308.1-2021 Compliant Class A First Aid Kit Case must be Type III minimum with metal case	1	$59.00	$59.00
15	Alert VisionsSafety Orange Vest 5-Point Breakaway Vest Item 72212Z	6	$39.00	$234.00
42	2.5” Red Head Style K-BRC or Kochek Style CC2552 Female caps with chain	2	$51.00	$102.00
59	Command Light EOS Rapid Deploy Light - BD Powered (Dewalt Battery) with 120W FireTech Guardian Elite Light Head, 120V AC Shore Poer Option, and Truck Mounting Bracket	2	$2,989.00	$5,978.00
65	SuperVac V18-BD-SP Variable-Speed Battery Fan	1	$4,120.00	$4,120.00
				$10,493.00

Item	Quantity	Unit Bid Price	Total	Lower cost found	Total	Location	Savings
Honda EU3000iS Generator	1	$2,238.88	$2,238.88	$1,999.99	$1,999.99	Northern Tool	$238.89
Toolbox with the following, hacksaw with 3 blades, keyhole saw, 12" pipe wrench, 24" pipe wrench, ball peen hammer, pair of tin snips, pair of pliers, pair of lineman's pliers, assorted screwdrivers, adjustable wrenches and combination wrenches	1	$559.90	$559.90	$300.00	$300.00	Lowes, Home Depot, Harbor Freight	$259.90
D-Handle, fiberglass handle, aluminum blade scoop shovels	2	$64.00	$128.00	$24.99	$49.98	Harbor Freight	$78.02
Statpack G3 Breather EMS Pack with oxygen module, red	8	$475.00	$3,800.00	$355.73	$2,845.84	LifeAssist	$954.16
			$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		$0.00		$0.00
			$6,726.78				

Line #	Item	Quantity	Unit Price	Total
61	Amkus Rescue Systems iCT614 Midsize Combi Tool	1	$17,332.00	$17,332.00
67	DeWalt FLEXVOLT® 20V/60V MAX* 15Ah Battery DCB615	4	$419.00	$1,676.00
69	Desert Diamond Industries Fire Rescue Safety Blades 9” diameter with ⅝”-⅞” arbor	4	$325.00	$1,300.00
				$20,308.00

Line #	Item	Quantity	Unit Price	Total
2	700’ 1.75” double jacket white cloth hose with 1.5” NST threads 50’ sections	14	$120.00	$1,680.00
3	Leatherhead 6-pound pick head Hi-Viz Orange Handle	3	$67.00	$201.00
4	4’ D-Handle Fiberglass Pike Poles	2	$65.00	$130.00
5	Fire Hooks Unlimited Georgie hook 6-foot FH-Georgia-6	1	$155.00	$155.00
6	50” Flamefighter Heavy Duty Pry Bar	2	$65.00	$130.00
8	Flamefighter Sledge Hammer Orange 36” Fiberglass Handle 12# Head	2	$65.00	$130.00
9	10A 120 B:C Amerex Dry Chemical Extinguisher Model 423	1	$125.00	$125.00
11	15 Pound Amerex CO2 Extinguisher Model 331	1	$137.00	$137.00
16	Pair 36” Bolt Cutters 36” Hi-tensile bolt cutter Zico Model # HIT-900-R	1	$253.00	$253.00
18	150’ RescueTECH 7/16" ACCESS Lifeline Rescue Rope, Black in Color	2	$149.00	$298.00
19	RT Medium Rope Bag Item Number 801314, 2 bags red & 2 bags black in color	4	$43.00	$172.00
43	Fire Hooks Unlimited K-tool Kit FHU-KTK	1	$165.00	$165.00
44	Fire Hooks Unlimited Elevator Key Set FHU-EKS-12	1	$191.00	$191.00
46	500 FSV SmokeChaser Collapsible Indian Fire Tank Bag w/ Pump	1	$184.00	$184.00
50	Performance Advantage Company Iron Lok K5003	2	$230.00	$460.00
53	Performance Advantage Company Handlelok 1004-OR	20	$35.00	$700.00
54	Performance Advantage Company Jumbolok 1070-OR	5	$52.00	$260.00
58	Hose Vice Highrise Pack Strap AK187	1	$299.00	$299.00
71	DOUBLE PREMIX/BAR CONTAINER HOLDER – BLACK Zico/Ziamatic Model: QM-PMH-D-B	6	$125.00	$750.00
				$6,420.00

Line #	Item	Quantity	Unit Price	Total
10	2.5 gallon Amerex Water Extinguisher Model 240	1	$127.69	$127.69
13	Salvage Covers Minimum size 12’x18’14 oz	6	$142.32	$853.92
17	GEMTOR 531 Series Ladder Belts Small	1	$155.94	$155.94
17	GEMTOR 531 Series Ladder Belts Medium	1	$155.94	$155.94
17	GEMTOR 531 Series Ladder Belts Large	1	$155.94	$155.94
17	GEMTOR 531 Series Ladder Belts X-Large	2	$155.94	$311.88
17	GEMTOR 531 Series Ladder Belts XX-Large	1	$164.91	$164.91
22	2.5” NHT thread Red Head Style 35 or Kochek Style 35R double swivel female adapters	2	$71.10	$142.20
23	2.5” NHT thread Red Head Style 36 or Kochek Style36R double male adapters	2	$34.33	$68.66
24	1.5” NHT thread Red Head Style 35 or Kochek Style 35R double swivel female adapters	2	$54.36	$108.72
25	1.5” NHT thread Red Head Style 36 or Kochek Style 36R double male adapters	2	$20.65	$41.30
26	Rubber Mallet 2# with Fiberglass Handle	1	$25.35	$25.35
27	2.5” NHT male thread to 4” Storz adapter Red Head Style S-36 Item S3640S25N or Kochek Style S36S425	2	$122.03	$244.06
28	2.5” NHT female thread to 4” Storz adapter Red Head Style S-54RL Item S54RL40S25N or or Kochek Style S54R25	3	$141.92	$425.76
29	15' long handle 6” red vinyl supply hose with a 6” NST female long handle fitting on one end and a 4.5" NST female fitting on the opposite end	1	$793.18	$793.18
30	long handle 6' NST long handle female to 4" Storz adapter Red Head Style S-57 or Kochek Style S54L4	1	$233.39	$233.39
31	4' Storz w/ lock x 6' NH Male Kochek Style S36S46-H52	1	$175.78	$175.78
32	4.5 NST Female to 4” Storz adapter Red Head Style S-37 or Kochek Style S37S445	1	$181.43	$181.43
33	5" Storz to 4" Storz adapter Red Head Style SS-50-40 or Kochek Style S60S54-H52	1	$211.64	$211.64
34	2.5" NST Playpipe with shutoff and stacked tips sized as (1) 1 1/4" tip, (1) 1 1/8" tip, (1) 1" tip Acron Brass Style 2393	2	$887.00	$1,774.00
35	2.5-gallon cases of Peak Blue DEF Fluid	40	$18.92	$756.80
36	1 ½ Elkhart Select-O-Matic Nozzle 1.5" High-Range 75-325 GPM at 100 PSI with Piston Grip Orange Bale	5	$1,476.35	$7,381.75

37	2.5” Elkhart Select-O-Matic Nozzle 2.5" High-Range 75-325 GPM at 100 PSI with Piston Grip Orange Bale	2	$1,476.35	$2,952.70
38	Elkhart XD High-Range Foam Tube Model 03976401	2	$561.61	$1,123.22
39	2.5” NST Female to 1.5” Male NST adapter Red Head Style 37 or Kochek Style 37R	2	$34.56	$69.12
40	TFT Res-Q-RenchFolding Spanner Wrenches	2	$31.08	$62.16
45	Ziamatic 27” Round Shovel D Handle Grip and Fiberglass Handle	1	$53.41	$53.41
47	24” RazorBack, Rough Surface, Push Brooms with Handle	2	$22.78	$45.56
48	Sprinkler Stops	6	$22.18	$133.08
49	Performance Advantage Company Bolt Cutter Kit K5029-1	1	$43.79	$43.79
52	Performance Advantage Company Sledge Hanger Kit K5010-12-OR	2	$78.29	$156.58
57	4” Storz Hardcoat Mounting Plates AF63801 or Kochek Style MF507	8	$36.92	$295.36
62	5" NHT Female to 4" Storz 30 degree elbow Kochek SKE45R or RedHead SE Style Rocker Lug	1	$278.88	$278.88
63	4" NHT Female to 4" Storz 30-degree elbow with 4" Sotrz Cap Kochek SKE44R or Redhead SE Sytle Rocker Lug	2	$197.70	$395.40
64	Elkhart Phantom XD Nozzle w/ pistol grip 06XD076F-01030304010	1	$1,473.15	$1,473.15
66	DeWalt 12V MAX*/20V MAX*/ FLEXVOLT 8 Amp Fan Cooled Multi Port Fast Charger DCB104	1	$344.82	$344.82
68	DeWalt 60V MAX* Brushless Cordless 9 in. Cut-Off Saw DCS692B	1	$1,236.54	$1,236.54
70	Akron 7982 Revolution Intake Valve (Swivel Elbow Inlet) 4” Storz inlet to 6” Female long handle outlet	2	$1,713.50	$3,427.00
72	Steamlight Vulcan 180 Lantern w/ Vehicle Mount System - 12v Vehicle Mount charging base	5	$211.73	$1,058.65
73	Bullard QXT Pro Thermal Imaging Camera with 12v Vehicle Mount charging base	1	$7,374.38	$7,374.38
74	CMC Traverse Advantage Plastic Litter	1	$1,163.51	$1,163.51
75	Laerdal BAXSTRAP Backboard	1	$230.00	$230.00
76	McKesson Speed Clip Straps for Use with Spine Boards	4	$28.75	$115.00
77	Turtle Plastics Turtle Tile Compartment Matting Size 12"x12"x3/4" each in Black Color Part #1212	100	$4.78	$478.00
78	5-gallon containers of Chemguard 3%-6% AR-AFFF Biodegradable Foam	5	$189.07	$945.35

79	**Havis Universal Adapter Plate C-ADP-101**	1	$44.09	$44.09
80	**Havis Universal Rugger Cradle for 11" to 14" Computing Devices UT-1001**	1	$217.35	$217.35
81	**Havis Replacement Kit for UT-1001 Components UT-1001-KIT**	2	$47.82	$95.64
82	**Powerhawk AC-17 Auto Crib-it**	1	$1,188.53	$1,188.53
				$39,491.51

Line #	Item	Quantity	Unit Price	Total
1	4” red vinyl hose with 4” Storz RedHead couplings 50’ sections	24	$767.50	$18,420.00
7	Leatherhead The Irons (Axe, Halligan and Marrying Strap) Orange Handle Axe	2	$343.41	$686.82
14	Spanner Wrench Sets with Hydrant Wrench and mounting Brackets. Red Head Hydrant and Spanner Wrench Set Style 148-3 or Kochek Style K45-3	4	$100.19	$400.76
41	Elkhart Clappered Siamese, 4” Storz x (2) 2.5”F Product Code 4A-4S	1	$1,073.36	$1,073.36
55	Southpark QL48Z25C Tri-Lock 2.5	10	$38.71	$387.10
56	Southpark QL48Z15C Tri-Lock 1.5	10	$38.44	$384.40
				$21,352.44

AGREEMENT

This Agreement is made and entered into as of this 12th day of November, 2025, by and between Brian Green, a Sales Rep Safe Industries (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of Aerial Equipment Bid.

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.

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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.

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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.

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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: Sales Rep

ATTEST:

_____

AGREEMENT

This Agreement is made and entered into as of this 12th day of November, 2025, by and between Town of Smyrna, a MES Service Company, LLC (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of Equipment Purchase for Aerial.

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.

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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.

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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: Ward Petrie SVP Finance

ATTEST:

_____
Pat Boccio, Contract Administrator

AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20____, by and between North America Fire Equipment Co., Inc (NAFECO) a Alabama Corporation (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.

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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: Ronald Woodall
Title: Vice President

ATTEST:

Sondra Barnes

AGREEMENT

This Agreement is made and entered into as of this 12 day of November, 2025, by and between Siddons-Martin, a _____ _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of Equipment Aerial.

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: Joe Pennington
Title: Territory Manager

ATTEST:

_____

AGREEMENT

This Agreement is made and entered into as of this 13th day of November, 2025, by and between Rescue 1, a _____ _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of Aerial 76 Equipment.

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.

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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.

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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: Mike Boston
Title: Owner

ATTEST:

_____

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.e.
Department: Fire Department
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, agreements relative to the purchase of Loose Equipment for Rescue 1.

Fiscal Impact:
Funds for tools and equipment to equip Rescue 1 were included in the FY-2026 Capital Budget in the amount of $200,000 under G/L account 320-42200-974, Key #15451.

Following this comprehensive review, the total cost for all remaining small and loose equipment items for Rescue 1 is $199,351.99 broken down as follows: NAFECO $51,476.99, Rescue 1, Inc. $132,632.00, and Safe Industries $15,243.00.

Contract Type:
Original Contract

Contract Term (if applicable):

Background:
The Fire Department solicited bids for small and loose equipment necessary to outfit the new Rescue/Service Company 1, which is currently on order with an estimated delivery date of August 2026. A total of four vendors submitted bids for consideration. After collecting and reviewing all submissions, staff evaluated each bid to ensure compliance with specifications, eliminated non-bids and unacceptable substitutions, and included freight costs. Rather than awarding the bid to a single vendor, staff identified the lowest and best pricing for each type of equipment across all vendors in order to achieve the greatest overall cost savings.

Additionally, during the bid review, it was determined that Siddons-Martin Emergency Group (the manufacturer of the apparatus) would include the equipment they were awarded within the pre-approved price of the apparatus itself.

Following this comprehensive review, the total cost for all remaining small and loose equipment items for Rescue 1 is $199,351.99 broken down as follows: NAFECO $51,476.99, Rescue 1, Inc. $132,632.00, and Safe Industries $15,243.00.

Summary:
The total cost for all remaining small and loose equipment items for Rescue 1 is $199,351.99 broken down as follows: NAFECO $51,476.99, Rescue 1, Inc. $132,632.00, and Safe Industries

$15,243.00.

Recommended Council Action:

Staff recommends approval to purchase the small and loose equipment as outlined above from the respective vendors identified, utilizing the lowest and best bid from each to ensure the best overall value for the Town.

Attachments:

1. SAFE INDUSTRIES RESCUE TRUCK HEAVY EQUIPMENT AGREEMENT NOVEMBER 2025
2. NAFECO RESCUE TRUCK HEAVY EQUIPMENT AGREEMENT NOVEMBER 2025
3. RESCUE 1 RESCUE TRUCK HEAVY EQUIPMENT AGREEMENT NOVEMBER 2025
4. Heavy Rescue Equipment List by Vendor - Rescue 1 Inc
5. Heavy Rescue Equipment List by Vendor - Safe Industries
6. 2025 Heavy Rescue Equipment List Bid Tab
7. Heavy Rescue Equipment List by Vendor - NAFECO

AGREEMENT

This Agreement is made and entered into as of this 14th day of November, 2025, by and between Brian Green, a Sales Rep Safe Industries (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of Fire Department Heavy Equipment Bid.

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: Sales Rep

ATTEST:

_____

AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20____, by and between NAFECO, a Alabama Corporation (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.

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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: Ronald Woodall
Title: Vice President

ATTEST:
Sondra Barnes

AGREEMENT

This Agreement is made and entered into as of this 13th day of November, 2025, by and between Rescue 1, Inc., a _____ _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of Heavy Rescue Equipment.

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: Owner

ATTEST:

_____

Line #	Item	Quantity	Unit Price	Total
10	**Two (2) Amkus iS320 Large Spreader with Extended Reach Tips**	2	**$17,881.00**	$35,762.00
11	**Two (2) Amkus iTR500 RAM**	2	**$12,987.00**	$25,974.00
12	**Two (2) Amkus iC750 Long Blade Cutter**	2	**$14,802.00**	$29,604.00
13	**Two (2) Amkus Light Rescue Combi-Tool with Extended Reach Tips**	2	**$17,332.00**	$34,664.00
15	**Twelve (12) DeWalt FLEXVOLT® 20V/60V MAX* 15Ah Battery DCB615**	12	**$419.00**	$5,028.00
17	**Two (2) Desert Diamond Industries Fire Rescue Safety Blades 9” diameter with %”-/8” arbor**	2	**$325.00**	$650.00
18	**Two (2) Desert Diamond Industries Fire Rescue Safety Blades 14” diameter with %”-/8” arbor**	2	**$475.00**	$950.00
				$132,632.00

Line #	Item	Quantity	Unit Price	Total
33	Four (4) Command Light EOS Rapid Deploy Light - BD Powered (DeWalt Battery) with 120W FireTech Guardian Elite Light Head, 120V AC Shore Power Option, and Truck Mounting Bracket	4	$2,400.00	$9,600.00
35	One (1) Fire Hooks Unlimited Elevator Key Set FHU-EKS-12	1	$197.00	$197.00
44	Two (2) Flamefighter Sledge Hammer Orange 36” Fiberglass Handle 12# Head	2	$71.00	$142.00
46	Two (2) 4’ D-Handle Fiberglass Pike Poles	2	$74.00	$148.00
53	Two (2) Fire Hooks Unlimited Bolt Cutters, Electrically Non-conductive in the following sizes: 1 – 18” and 1 – 24”	2	$87.00	$174.00
68	One (1) 10A 120 B:C Amerex Dry Chemical Extinguisher Model 423	1	$147.00	$147.00
71	One (1) CMC Arizona Vortex Kit Item# 727300 NFPA G Rated	1	$4,835.00	$4,835.00
				$15,243.00

	2025 HEAVY RESCUE EQUIPMENT PRICE LIST				NAFECO			RESCUE 1			SAFE INDUSTRIES			SIDDONS-MARTIN EMERGENCY GROUP		
ITEM	DESCRIPTION	SIZE	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY TIME	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY TIME	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY TIME	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY TIME
1	One (1) Paratech Interstate/Motorway VSK Kit Part Number 22-796855		EA	1	$24,864.00	$24,864.00	330 DAYS	no bid			no bid			no bid		
2	Two (2) Paratech Acme Thread Strut 37-58" Part Number 22-796202		EA	2	$851.00	$1,702.00	330 DAYS	no bid			no bid			no bid		
3	Two (2) Paratech Strut Extension 36" Part Number 22-796036		EA	2	$377.00	$754.00	330 DAYS	no bid			no bid			no bid		
4	Four (4) Paratech Multi-Base Part Number 22-796025		EA	4	$289.00	$1,156.00	330 DAYS	no bid			no bid			no bid		
5	Two (2) Paratech Hinged Base w/ Anchor Ring 12" Part Number 22-796180C		EA	2	$706.00	$1,412.00	330 DAYS	no bid			no bid			no bid		
6	Two (2) Paratech Tie Down Keys w/ J Hook Part Number 22-796161		EA	2	$57.00	$114.00	330 DAYS	no bid			no bid			no bid		
7	Six (6) Paratech MaxiForce G3 Air Lifting Bags	KPI-8	EA	1	$1,016.00	$1,016.00	330 DAYS	no bid			no bid			no bid		
		KPI-10	EA	1	$1,086.00	$1,086.00	330 DAYS	no bid			no bid			no bid		
		KPI-28	EA	1	$1,693.00	$1,693.00	330 DAYS	no bid			no bid			no bid		
		KPI-35L	EA	1	$2,048.00	$2,048.00	330 DAYS	no bid			no bid			no bid		
		KPI-44	EA	1	$2,819.00	$2,819.00	330 DAYS	no bid			no bid			no bid		
		KPI-55	EA	1	$3,427.00	$3,427.00	330 DAYS	no bid			no bid			no bid		
8	Twenty-Eight (28) Paratech Male Adapters for Struts 22-796065-180		EA	28	$20.00	$560.00	330 DAYS	no bid			no bid			no bid		
9	One (1) Res-Q-Jack Aluminum X 4-Point Deluxe Kit ALX-4PTX (2 long and 2 short struts)		EA	1	no bid			no bid			no bid			no bid		
10	Two (2) Amkus iS320 Large Spreader with Extended Reach Tips		EA	2	no bid			$17,881.00	$35,762.00	4 WEEKS	no bid			no bid		
11	Two (2) Amkus iTR500 RAM		EA	2	no bid			$12,987.00	$25,974.00	4 WEEKS	no bid			no bid		
12	Two (2) Amkus iC750 Long Blade Cutter		EA	2	no bid			$14,802.00	$29,604.00	4 WEEKS	no bid			no bid		
13	Two (2) Amkus Light Rescue Combi-Tool with Extended Reach Tips		EA	2	no bid			$17,332.00	$34,664.00	4 WEEKS	no bid			no bid		
14	Four (4) DeWalt 12V MAX*/20V MAX*/ FLEXVOLT 8 Amp Fan Cooled Multi Port Fast Charger DCB104		EA	4	no bid			$467.00	$1,868.00	2 WEEKS	no bid			$344.82	$1,379.28	15-30 DAYS
15	Twelve (12) DeWalt FLEXVOLT® 20V/60V MAX* 15Ah Battery DCB615		EA	12	no bid			$419.00	$5,028.00	2 WEEKS	no bid			$1,017.00	$12,204.00	15-30 DAYS
16	One (1) DeWalt 60V MAX* Brushless Cordless 9 in. Cut-Off Saw DCS692B		EA	1	no bid			$1,422.00	$1,422.00	2 WEEKS	no bid			$1,236.54	$1,236.54	15-30 DAYS
17	Two (2) Desert Diamond Industries Fire Rescue Safety Blades 9" diameter with ⅝"-/8" arbor		EA	2	no bid			$325.00	$650.00	2 WEEKS	no bid			no bid		
18	Two (2) Desert Diamond Industries Fire Rescue Safety Blades 14" diameter with ⅝"-/8" arbor		EA	2	no bid			$475.00	$950.00	2 WEEKS	no bid			no bid		
19	One (1) DeWalt 60V MAX 14" Cordless Battery Powered Top Handle Chainsaw DCCS674B (Tool Only)		EA	1	no bid			$550.00	$550.00	2 WEEKS	no bid			$454.54	$454.54	15-30 DAYS
20	One (1) DeWalt 20-Volt MAX Lithium-Ion Cordless Combo Kit (8-Tool) w/ (2) 2Ah and (1) 4Ah 20-Volt MAX Batteries and ToughSystem Box DCKTS882D2M1		EA	1	no bid			$1,500.00	$1,500.00	UN-DETERMINED	no bid			no bid		
21	One (1) DeWalt 12 Amp Corded Variable Speed Reciprocating Saw DWE305		EA	1	no bid			$225.00	$225.00	2 WEEKS	no bid			$168.37	$168.37	15-30 DAYS
22	One (1) Stihl TS700 CUTQUIK		EA	1	no bid			no bid			no bid			$1,542.44	$1,542.44	15-30 DAYS
23	One (1) DOUBLE PREMIX/BAR CONTAINER HOLDER – BLACK Zico/Ziamatic Model: QM-PMH-D-B		EA	1	$168.00	$168.00	30 DAYS	no bid			$135.00	$135.00	90 DAYS	$125.72	$125.72	15-30 DAYS
ITEM	DESCRIPTION	SIZE	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY TIME	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY TIME	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY TIME	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY TIME
25	One (1) Bullard QXT Pro Thermal Imaging Camera with 12v Vehicle Mount charging base		EA	1	no bid			no bid			no bid			$7,374.38	$7,374.38	15-30 DAYS
26	One (1) CMC Traverse Advantage Plastic Litter		EA	1	$1,446.00	$1,446.00	30 DAYS	no bid			$1,275.00	$1,275.00	90 DAYS	$1,163.51	$1,163.51	15-30 DAYS
27	One (1) Laerdal BAXSTRAP Backboard		EA	1	$379.00	$379.00	30 DAYS	no bid			no bid			$230.00	$230.00	15-30 DAYS
28	Four (4) McKesson Speed Clip Straps for Use with Spine Boards		EA	4	$44.00	$176.00	30 DAYS	no bid			no bid			$28.75	$115.00	15-30 DAYS
29	One Hundred (100) Turtle Plastics Turtle Tile Compartment Matting Size 12"x12"x3/4" each in Black Color Part #1212		EA	100	$7.20	$720.00	30 DAYS	no bid			$7.75	$775.00	90 DAYS	$4.78	$478.00	15-30 DAYS
30	One (1) Havis Universal Adapter Plate C-ADP-101		EA	1	no bid			no bid			no bid			$44.09	$44.09	15-30 DAYS
31	One (1) Havis Universal Rugged Cradle for 11" to 14" Computing Devices UT-1001		EA	1	no bid			no bid			no bid			$217.35	$217.35	15-30 DAYS
32	One (1) SuperVac V18-BD-SP Variable-Speed Battery Fan		EA	1	$4,120.00	$4,120.00	30 DAYS	no bid			$4,600.00	$4,600.00	90 DAYS	$4,347.84	$4,347.84	15-30 DAYS
33	Four (4) Command Light EOS Rapid Deploy Light - BD Powered (DeWalt Battery) with 120W FireTech Guardian Elite Light Head, 120V AC Shore Power Option, and Truck Mounting Bracket		EA	4	$2,989.00	$11,956.00	30 DAYS	no bid			$2,400.00	$9,600.00	90 DAYS	$3,091.20	$12,364.80	30-45 DAYS
34	One (1) Fire Hooks Unlimited K-tool Kit FHU-KTK		EA	1	$196.00	$196.00	30 DAYS	no bid			$170.00	$170.00	90 DAYS	$165.00	$165.00	15-30 DAYS
35	One (1) Fire Hooks Unlimited Elevator Key Set FHU-EKS-12		EA	1	$219.00	$219.00	30 DAYS	no bid			$197.00	$197.00	90 DAYS	$201.25	$201.25	15-30 DAYS
36	One (1) Ziamatic 27" Round Shovel D Handle Grip and Fiberglass Handle		EA	1	$74.00	$74.00	30 DAYS	no bid			$67.00	$67.00	90 DAYS	$53.41	$53.41	15-30 DAYS
37	Two (2) TFT Res-Q-RenchFolding Spanner Wrenches		EA	2	$44.13	$88.26	30 DAYS	no bid			$37.00	$74.00	90 DAYS	$31.80	$63.60	30-45 DAYS
38	Forty (40) 2.5-gallon cases of Peak Blue DEF Fluid		EA	40	no bid			no bid			no bid			$18.92	$756.80	7-10 DAYS
39	Six (6) Alert VisionsSafety Orange Vest 5-Point Breakaway Vest Item 72112 Size2XL		EA	6	$39.00	$234.00	30 DAYS	no bid			no bid			no bid		
40	One (1) Toolbox with the following: hacksaw with 3 blades, keyhole saw, 12" pipe wrench, 24" pipe wrench, ballpeen hammer, pair tin snips, pair pliers, pair lineman's pliers, assorted screwdrivers, adjustable wrenches, combination wrenches		EA	1				no bid			no bid			$559.90	$559.90	7-10 DAYS
41	Six (6) Salvage Covers Minimum size 12'x18'14 oz		EA	6	$174.00	$1,044.00	30 DAYS	no bid			$175.00	$1,050.00	90 DAYS	$142.32	$853.92	60 DAYS
42	One (1) ANSI/ISEA Z308.1-2021 Compliant Class A First Aid Kit Case must be Type III minimum with metal case		EA	1	$59.00	$59.00	30 DAYS	no bid			no bid			no bid		
43	Two (2) D-Handle, fiberglass handle, aluminum blade scoop shovels		EA	2	$64.00	$128.00	30 DAYS	no bid			$77.00	$154.00	90 DAYS	$67.87	$135.74	15-30 DAYS
44	Two (2) Flamefighter Sledge Hammer Orange 36" Fiberglass Handle 12# Head		EA	2	$74.86	$149.72	30 DAYS	no bid			$71.00	$142.00	90 DAYS	$71.25	$142.50	15-30 DAYS
45	Two (2) Leatherhead The Irons (Axe, Halligan and Marrying Strap) Orange Handle Axe		EA	2	$349.80	$699.60	30 DAYS	no bid			$395.00	$790.00	90 DAYS	$394.60	$789.20	15-30 DAYS
46	Two (2) 4' D-Handle Fiberglass Pike Poles		EA	2	$89.88	$179.76	30 DAYS	no bid			$74.00	$148.00	90 DAYS	$89.62	$179.24	15-30 DAYS
47	Two (2) Leatherhead (6-pound pick head Hi-Viz Orange Handle)		EA	2	$86.88	$173.76	30 DAYS	no bid			$78.00	$156.00	90 DAYS	$69.61	$139.22	15-30 DAYS
48	Two (2) Leatherhead Tools New York Hooks HiViz Lime Color, 6ft. Length, Chisel End MFG Part# LH-NYH		EA	2	$136.21	$272.42	30 DAYS	no bid			$125.00	$250.00	90 DAYS	$111.35	$222.70	15-30 DAYS
49	One (1) Little Giant Fireman's Overhaul Ladder Model# 15197-303		EA	1	no bid			no bid			no bid			$1,120.00	$1,120.00	30-45 DAYS
50	Two (2) Glas-Master Rescue Hand Tool		EA	2	$209.81	$419.62	30 DAYS	no bid			no bid			$171.73	$343.46	15-30 DAYS
51	Eight (8) Ringers Short Wrist Extrication Gloves R-314	medium	EA	2	$48.69	$97.38	30 DAYS	no bid			$49.00	$98.00	90 DAYS	$49.20	$98.40	5-10 DAYS
		large	EA	2	$48.69	$97.38	30 DAYS	no bid			$49.00	$98.00	90 DAYS	$49.20	$98.40	5-10 DAYS
ITEM	DESCRIPTION	SIZE	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY TIME	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY TIME	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY TIME	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY TIME
51	Eight (8) Ringers Short Wrist Extrication Gloves R-314	extra large	EA	2	$48.69	$97.38	30 DAYS	no bid			$49.00	$98.00	90 DAYS	$49.20	$98.40	5-10 DAYS
		2XL	EA	2	$48.69	$97.38	30 DAYS	no bid			$49.00	$98.00	90 DAYS	$49.90	$99.80	5-10 DAYS
52	Four (4) ESS XT Goggles MFG# 740-0243		EA	4	$53.66	$214.64	30 DAYS	no bid			no bid			$64.62	$258.48	
53	Two (2) Fire Hooks Unlimited Bolt Cutters, Electrically Non-conductive in the following sizes: 1 – 18" and 1 – 24"		EA	2	$123.75	$247.50	30 DAYS	no bid			$87.00	$174.00	90 DAYS	$100.63 - $116.73	$201.26 - $233.46	
54	Two (2) DeWalt 42" Wrecking Bar		EA	2	no bid			no bid			no bid			$29.87	$59.74	
55	Two (2) DeWalt 18" Wrecking Bar		EA	2	no bid			no bid			no bid			$29.87	$59.74	
56	Two (2) Crescent 15" Flat Pry Bar		EA	2	no bid			no bid			no bid			$17.22	$34.44	
57	Two (2) Ziamatic 27" Round Shovel D Handle Grip and Fiberglass Handle		EA	2	$74.00	$148.00	30 DAYS	no bid			$68.00	$136.00	90 DAYS	$53.41	$106.82	

58	**Two (2) 24" RazorBack, Rough Surface, Push Brooms with Handle**		EA	2	**no bid**			**no bid**			**no bid**			**$22.78**	$45.56	7-10 DAYS
59	**Two (2) Performance Advantage Company (PAC) Irons Lok K5003**		EA	2	**$266.00**	$532.00	30 DAYS	**no bid**			**$235.00**	$470.00	90 DAYS	**$230.78**	$461.56	
60	**Two (2) Performance Advantage Company (PAC) Sledge Hanger Kit K5010-12-OR**		EA	2	**$89.00**	$178.00	30 DAYS	**no bid**			**$85.00**	$170.00	90 DAYS	**$78.29**	$156.58	
61	**Thirty (30) Performance Advantage Company (PAC) Handlelok 1004-OR**		EA	30	**$43.75**	$1,312.50	30 DAYS	**no bid**			**$36.00**	$1,080.00	90 DAYS	**$35.28**	$1,058.40	
62	**Twenty-Five (25) Performance Advantage Company (PAC) Jumbolok 1070-OR**		EA	25	**$43.95**	$1,098.75	30 DAYS	**no bid**			**$62.00**	$1,550.00	90 DAYS	**$55.52**	$1,388.00	
63	**Twelve (12) Poly-Tech America Single Paratech Strut Mount for 3.5" Diameter (Gold, Green) PTS0104**		EA	12	**$108.00**	$1,296.00	30 DAYS	**no bid**			**$85.00**	$1,020.00	90 DAYS	**$87.40**	$1,048.80	
64	**Ten (10) Poly-Tech America Single Paratech Strut Mount for 3" Diameter (Grey Strut)**		EA	10	**$119.00**	$1,190.00	30 DAYS	**no bid**			**$87.00**	$870.00	90 DAYS	**$87.40**	$874.00	
65	**Sixteen (16) Poly-Tech America Horizontal Strut Installation Mounting Kit (Includes 1 - ACC-0001-01 Horizontal Strut Stop and 1 - ACC-0001-02 Horizontal Strut Carrier)**		EA	16	**$63.75**	$1,020.00	30 DAYS	**no bid**			**$52.00**	$832.00	90 DAYS	**$47.43**	$758.88	
66	**Twenty (20) Poly-Tech America Base End Quick Mounts PTS-0052-00**		EA	20	**$96.25**	$1,925.00	30 DAYS	**no bid**			**$84.00**	$1,680.00	90 DAYS	**$74.52**	$1,490.40	
67	**Ten (10) Poly-Tech America 12 x 12 Base Plate Mount PTS-0051-00**		EA	10	**$72.71**	$727.10	30 DAYS	**no bid**			**$63.00**	$630.00	90 DAYS	**$53.59**	$535.90	
68	**One (1) 10A 120 B:C Amerex Dry Chemical Extinguisher Model 423**		EA	1	**$193.75**	$193.75	30 DAYS	**no bid**			**$147.00**	$147.00	90 DAYS	**$150.57**	$150.57	
69	**One (1) 2.5-gallon Amerex Water Extinguisher Model 240**		EA	1	**$148.00**	$148.00	30 DAYS	**no bid**			**$135.00**	$135.00	90 DAYS	**$127.69**	$127.69	
70	**Four (4) Spanner Wrench Sets with Hydrant Wrench and mounting Brackets. Red Head Hydrant and Spanner Wrench Set Style 148-3 or Kochek Style K45-3**		EA	4	**$162.66**	$650.64	30 DAYS	**no bid**			**$157.00**	$628.00	90 DAYS	**$145.94**	$583.76	
71	**One (1) CMC Arizona Vortex Kit Item# 727300 NFPA G Rated**		EA	1	**$5,469.00**	$5,469.00	30 DAYS	**no bid**			**$4,835.00**	$4,835.00	90 DAYS	**$4,835.50**	$4,835.50	
72	**Two (2) Conterra Hitch-Plate RHP1**		EA	2	**$267.00**	$534.00	30 DAYS	**no bid**			**no bid**			**$271.14**	$542.28	
73	**Four (4) CMC Proswivel Pulley Item# 300437**		EA	4	**$133.00**	$532.00	30 DAYS	**no bid**			**$119.00**	$476.00	90 DAYS	**$108.48**	$433.92	
74	**Two (2) Holmatro Cross Ram Support Set XRS01**	small	EA	1	**$1,050.00**	$1,050.00	30 DAYS	**no bid**			**no bid**			**no bid**		
		large	EA	1	**$1,050.00**	$1,050.00	30 DAYS	**no bid**			**no bid**			**no bid**		
	GRAND TOTAL FOR ALL ITEMS					**$85,459.54**			**$138,197.00**			**$34,808.00**			**$64,577.82**	
	Best and lowest bid					$51,476.99			$132,632.00			$15,243.00			$26,425.11	
	Grand Total to Order					$199,351.99										

Line Number	Item	Quantity	Unit Price	Total
1	Paratech Interstate/Motorway VSK Kit Part Number 22-796855	1	$24,864.00	$24,864.00
2	Paratech Acme Thread Strut 37-58” Part Number 22-796202	2	$851.00	$1,702.00
3	Paratech Strut Extension 36” Part Number 22-796036	2	$377.00	$754.00
4	Paratech Multi-Base Part Number 22-796025	4	$289.00	$1,156.00
5	Paratech Hinged Base w/ Anchor Ring 12” Part Number 22-796180C	2	$706.00	$1,412.00
6	Paratech Tie Down Keys w/ J Hook Part Number 22-796161	2	$57.00	$114.00
7	Paratech MaxiForce G3 Air Lifting Bags KPI-8	1	$1,016.00	$1,016.00
	KPI-10	1	$1,086.00	$1,086.00
	KPI-28	1	$1,693.00	$1,693.00
	KPI-35L	1	$2,048.00	$2,048.00
	KPI-44	1	$2,819.00	$2,819.00
	KPI-55	1	$3,427.00	$3,427.00
8	Paratech Male Adapters for Struts 22-796065-180	28	$20.00	$560.00
32	SuperVac V18-BD-SP Variable-Speed Battery Fan	1	$4,120.00	$4,120.00
42	ANSI/ISEA Z308.1-2021 Compliant Class A First Aid Kit Case must be Type III minimum with metal case	1	$59.00	$59.00
45	Two (2) Leatherhead The Irons (Axe, Halligan and Marrying Strap) Orange Handle Axe	2	$349.80	$699.60
52	ESS XT Goggles MFG# 740-0243	4	$53.66	$214.64
62	Performance Advantage Company (PAC) Jumbolok 1070-OR	25	$43.95	$1,098.75
72	Conterra Hitch-Plate RHP1	2	$267.00	$534.00
74	Holmatro Cross Ram Support Set XRS01 Small	1	$1,050.00	$1,050.00
	Holmatro Cross Ram Support Set XRS01 Large	1	$1,050.00	$1,050.00
				$51,476.99

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.f.
Department: Human Resources
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a renewal with CIGNA Healthcare for Third Party Administrator / Network services for employee Health Insurance plan.

Fiscal Impact:
$252,557 in fixed costs (Stop Loss Coverage - Individual and Aggregate)

Contract Type:
Contract Renewal

Contract Term (if applicable):
1 year renewal

Background:
The Town of Smyrna provides health, vision, and dental insurance for employees. While the Town of Smryan is self-insured, CIGNA Healthcare has been the Third party administrator of our Health Plan(s) since 2012. The Town offers two health plan options for employees. One is a traditional co-pay an co-insurrance plan and the other is a high deductible health plan coupled with a health savings account. CIGNA Healthcare processes health related claims and provides access to their network of providers.

Summary:
Our annual health insurance renewal has been received from CIGNA Healthcare. The renewal is flat for several fixed costs but does include a modest increase to our Stop Loss insurance. The renewal includes a 12.5% increase to individual stop loss premium and an 8.4% increase to our aggregate stop loss premium. The expected amount of this annualized is $252,557.00. The majority of this increase will be offset by increased pharmacy rebates which are expected to be around $700,000. It is difficult to project exact claim cost increases, but we expect about a 4% increase in claims based on our current trend. Note: National Trend is averaging closer to 8-9%. Estimates from our Healthcare Consultants (Gallagher) estimate our 2026 healthcare expense to be around $9.2million.

Recommended Council Action:
Staff recommends renewing the contract with CIGNA Healthcare for Third Party

Administrator services and network access for the Town's employee health plan for 2026.

Attachments:

1. 2026 CIGNA Renewal

A Renewal Proposal for:

Town of Smyrna
3335481
1/1/2026

Last Modified: 10/16/2025

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Date Printed: 11/13/2025

Town of Smyrna

v2 Renewal - ASO

1/1/2026

Experience

	HSA					
	Lives	Paid Claims		Rx	Med Adj	Rx Adj
Jul 2024	196					
Aug 2024	196					
Sep 2024	195	$ 168,676		$ 39,982	1	1
Oct 2024	197	$ 174,151		$ 46,657	1	1
Nov 2024	199	$ 189,523		$ 53,613	1	1
Dec 2024	200	$ 107,653		$ 35,626	1	1
Jan 2025	224	$ 115,445		$ 38,604	1	1
Feb 2025	223	$ 60,368		$ 24,157	1	1
Mar 2025	223	$ 206,431		$ 29,079	1	1
Apr 2025	225	$ 98,594		$ 42,856	1	1
May 2025	231	$ 136,644		$ 46,488	1	1
Jun 2025	231	$ 128,579		$ 62,940	1	1
Jul 2025	236	$ 126,901		$ 45,011	1	1
Aug 2025	237	$ 142,860		$ 74,900	1	1
Unadjusted Claims		$ 1,655,824		$ 539,914	**$ 2,195,738**	
Experience Period Lives	2,621	$ 1,655,824		$ 539,914		
Exp Period Lives 2 Mo. Lag	2,540					
Exp Period Lives 1 Mo. Lag	2,580					

	OAP					
	Lives	Paid Claims		Rx	Med Adj	Rx Adj
	235					
	233					
	229	$ 221,550		$ 133,771	1	1
	230	$ 367,216		$ 213,965	1	1
	230	$ 289,916		$ 218,901	1	1
	233	$ 358,167		$ 141,993	1	1
	224	$ 387,120		$ 160,820	1	1
	223	$ 348,188		$ 246,547	1	1
	219	$ 305,533		$ 154,560	1	1
	219	$ 335,112		$ 186,014	1	1
	219	$ 402,031		$ 170,732	1	1
	216	$ 301,864		$ 152,602	1	1
	215	$ 200,654		$ 199,043	1	1
	216	$ 294,201		$ 189,679	1	1
		$ 3,811,550		$ 2,168,626	**$ 5,980,177**	
	2,673	$ 3,811,550		$ 2,168,626		
	2,710					
	2,690					

	DPPO - National PPO				
	Lives	Paid Claims			Den Adj
	432				
	430				
	425	$ 24,046			1
	428	$ 21,863			1
	430	$ 28,322			1
	434	$ 19,859			1
	449	$ 26,295			1
	446	$ 28,665			1
	442	$ 27,473			1
	444	$ 25,896			1
	450	$ 30,331			1
	447	$ 21,515			1
	451	$ 34,269			1
	453	$ 25,918			1
		$ 314,453		$ -	**$ 314,453**
	5,299	$ 314,453		$ -	
	5,276				

	Vision - National PPO				
	Lives	Paid Claims			Den Adj
Jul 2024	432				
Aug 2024	430				
Sep 2024	425	$ 16,730			1
Oct 2024	428	$ 21,443			1
Nov 2024	430	$ 22,687			1
Dec 2024	434	$ 30,995			1
Jan 2025	449	$ 32,502			1
Feb 2025	446	$ 24,547			1
Mar 2025	442	$ 23,314			1
Apr 2025	444	$ 25,117			1
May 2025	450	$ 17,088			1
Jun 2025	447	$ 15,008			1
Jul 2025	451	$ 11,118			1
Aug 2025	453	$ 14,667			1
Unadjusted Claims		$ 255,216		$ -	**$ 255,216**
Experience Period Lives	5,299	$ 255,216		$ -	
Exp Period Lives 2 Mo. Lag					
Exp Period Lives 1 Mo. Lag	5,276				

Account Totals	Medical/Dental	Pharmacy	Total
Total Adjusted Claims	$ 6,037,043	$ 2,708,540	$ 8,745,583
Total Unadjusted	$ 6,037,043	$ 2,708,540	$ 8,745,583

Date Printed: 11/13/2025

Town of Smyrna

v2 Renewal - ASO

1/1/2026

Pooling

Detrended Pooling	HSA	OAP
Proposed Pooling Point	$100,000	$100,000
/ Medical Effective Trend	14.93%	14.93%
x De-Maturation Factor	1	1
x De-Annualization Factor	1	1
Detrended Pooling Point	**$87,010**	**$87,010**
Claims Exceeding Detrended Pooling Point		
+ Claimant 1	$0	$87,119
+ Claimant 2	$0	$87,984
+ Claimant 3	$0	$88,898
+ Claimant 4	$0	$90,879
+ Claimant 5	$0	$100,070
+ Claimant 6	$0	$114,004
+ Claimant 7	$0	$121,984
+ Claimant 8	$0	$129,551
+ Claimant 9	$0	$137,296
+ Claimant 10	$137,425	$0
+ Claimant 11	$149,257	$0
+ Claimant 12	$0	$152,923
+ Claimant 13	$0	$159,466
+ Claimant 14	$0	$194,480
+ Claimant 15	$0	$420,527
Total	**$286,682**	**$1,885,181**
Number of Large Claimants	**2**	**13**

Date Printed: 11/13/2025

Town of Smyrna

v2 Renewal - ASO

1/1/2026

Experience Projection

Based On Experience from 9/1/2024 to 8/31/2025

		Total	HSA		OAP		DPPO - National P	sion - National P
			Medical	Rx	Medical	Rx	Dental	Vision
=	Total Paid Claims	$8,745,583	$1,655,824	$539,914	$3,811,550	$2,168,626	$314,453	$255,216
-	Large Claims	$2,171,863	$286,682	$0	$1,885,181	$0	$0	$0
	Adjusted Paid Claims	$6,573,720	$1,369,142	$539,914	$1,926,369	$2,168,626	$314,453	$255,216
/	Maturation Factor		1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
/	Deductible Maturation Factor HD Plans		1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
=	Mature Paid Claims	$6,573,720	$1,369,142	$539,914	$1,926,369	$2,168,626	$314,453	$255,216
/	Number of Months (Experience Period)		12	12	12	12	12	12
x	Number of Months (Annual)		12	12	12	12	12	12
=	Annual Mature Paid Claims	$6,573,720	$1,369,142	$539,914	$1,926,369	$2,168,626	$314,453	$255,216
/	Lagged Inforce Annual		2,540	2,580	2,710	2,690	5,257	5,257
	Annual PEPM Claims Cost		$539.03	$209.27	$710.84	$806.18	$59.82	$48.55
	Demographic Adjustment	1.0104	1.0104	1.0104	1.0104	1.0104	1.0000	1.0000
	Annual Trend		11.00%	9.60%	11.00%	9.40%	4.50%	3.00%
	Midpoint Months		16.00	16.00	16.00	16.00	16.00	16.00
	Effective Trend		14.93%	13.00%	14.93%	12.73%	6.04%	4.02%
	Trended Paid Claims PEPM		$625.95	$238.93	$825.46	$918.22	$63.43	$50.50
x	Projected Lives	453	237	237	216	216	453	453
=	Annualized Trended Claims	$7,598,678	$1,780,198	$679,530	$2,139,583	$2,380,038	$344,815	$274,515
	Proposed Pooling Point	$100,000						
+	Large Clms to Proposed Pooling Level	$1,500,000	$200,000	$0	$1,300,000	$0	$0	$0
=	Total Trended Claims	$9,098,678	$1,980,198	$679,530	$3,439,583	$2,380,038	$344,815	$274,515
x	Other Adjustment		1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
=	Adjusted Annualized Claims	$9,098,678	$1,980,198	$679,530	$3,439,583	$2,380,038	$344,815	$274,515
	Manual Claims PEPM		$815.89	$355.63	$1,496.92	$867.52	$0.00	$0.00
	Manual Claims Annual	$9,460,437	$2,320,400	$1,011,417	$3,880,010	$2,248,610	$0	$0
	Credibility		85%	85%	85%	85%	100%	100%
	Total Melded Claim Cost	$9,242,920	$2,030,216	$728,325	$3,504,336	$2,360,715	$344,815	$274,515
	Benefit Adjustment 1		1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
	Benefit Adjustment 2		1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
	Benefit Adjustment 3		1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
x	Total Benefit Design Adjustment		1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
	Total Adjusted Annual Claims	$9,242,920	$2,030,216	$728,325	$3,504,336	$2,360,715	$344,815	$274,515

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Town of Smyrna

v2 Renewal - ASO

1/1/2026

ASO Fees

ASO Fees - Current		HSA	OAP	DPPO - National PPO	Vision - National PPO	Total
	Administrative Service Fees	$ 11.50	$ 11.50	$ 2.40	$ 0.92	$ 80,562
	Network Access Fees	$ 12.50	$ 12.50	$ 0.70	$ -	$ 71,755
	HSA Fee	$ 3.50	$ -	$ -	$ -	$ 9,954
	Total PEPM ASO Fee	**$ 27.50**	**$ 24.00**	**$ 3.10**	**$ 0.92**	
	Employees	237	216	453	453	
Current Annual Administrative & Access Fees		**$ 78,210**	**$ 62,208**	**$ 16,852**	**$ 5,001**	**$ 162,271**

ASO Fees - Proposed From 1/1/2026 to 12/31/2026		HSA	OAP	DPPO - National PPO	Vision - National PPO	Total	% Change
	Administrative Service Fees	$ 11.50	$ 11.50	$ 2.40	$ 0.92	$ 80,562	0.0%
	Network Access Fees	$ 12.50	$ 12.50	$ 0.70	$ -	$ 71,755	0.0%
	HSA Fee	$ 3.50	$ -	$ -	$ -	$ 9,954	0.0%
	Total PEPM ASO Fee	**$ 27.50**	**$ 24.00**	**$ 3.10**	**$ 0.92**		
	Employees	237	216	453	453		
Proposed Annual Administrative & Access Fees		**$ 78,210**	**$ 62,208**	**$ 16,852**	**$ 5,001**	**$ 162,271**	**0.0%**

Town of Smyrna

v2 Renewal - ASO

1/1/2026

ASL Attachment Point Calculation

		Total
	Total Adjusted Annual Claims	$ 9,242,920
	Misc Adjustment 1	0.9735
	Misc Adjustment 1	
	Misc Adjusted Annual Claims	$ 9,014,395
x	Corridor	**125%**
	Projected Claims with Corridor	$11,267,994
	Minimum Attachment Percentage	**100%**
	Projected Illustrative Minimum Attachment Point	$11,267,994
	Projected Lives	453
	Projected Monthly Deductible Factors	
	Projected Combined MDF	$ 2,072.85
	Current Minimum Attachment Point	$ 10,916,956
	Current Corridor	**125%**
	Current Monthly Deductible Factor	$ 2,008.27
	MDF Increase	3.20 %

The minimum attachment point for the current contract year is the greater of (1) the sum of each month's number of employees multiplied by the Monthly Deductible Factor(s) or (2) the Minimum Attachment Point. For illustrative purposes, the Minimum Attachment Point, included in the total claim spend with corridor for the current year, has been calculated with the current month's enrollment times the current Monthly Deductible Factor(s).

Date Printed: 11/13/2025

Town of Smyrna

v2 Renewal - ASO

1/1/2026

Cost Summary Exhibit

	v2 Renewal		
	Current	Proposed	Change
Expected Unpooled Medical Claims	$ 8,736,220	$ 9,014,355	3.2%
Medical Administration & Access Fees	$ 140,418	$ 140,418	0.0%
Individual Stop Loss Premium	$ 2,005,177	$ 2,255,940	12.5%
Aggregate Stop Loss Premium	$ 21,309	$ 23,103	8.4%
Total Medical Expected Cost	**$ 10,903,124**	**$ 11,433,816**	**4.9%**
Illustrative Maximum Medical Claim Liability	$ 10,916,956	$ 11,267,994	3.2%
Total Medical Fixed Costs	$ 2,166,904	$ 2,419,461	11.7%
Total Medical Maximum Liability	**$ 13,083,860**	**$ 13,687,455**	**4.6%**

Date Printed: 11/13/2025

Town of Smyrna

Available Program Enhancements

Helping your employees improve their physical and mental health is the best, and only, sustainable way to lower medical costs, thereby helping our customers improve the health of their business. All of the programs, tools and activities we offer emerge from this objective. The following additional programs are available to you:

Program Name	PEPM Cost	PEPM Claim Savings	Medical & Pharmacy Claim Savings %	Annual Cost	Annual Medical & Pharmacy Claim Savings	Net Savings

Notes:

Savings are estimated and are based on annual medical and pharmacy claims of $ 8,623,592
If applicable, Dental and Disability (LTD and STD) program costs are not included and will be determined based on program specifications

Proposed Renewal Terms and Conditions

A. General Terms of this Renewal Proposal

Cigna HealthCare is pleased to present this Proposal for renewal for an Administrative Services Only group Medical, Dental, Pharmacy, and Behavioral Health benefit plan (the "Plan") sponsored by Town of Smyrna. This proposal is valid for 60 days from its original date of release, 10/01/2025. Any revisions or updates made to this proposal will not renew this valid timeframe unless expressly communicated by Cigna Healthcare.

The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that It will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of The Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than The employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.

Renewal Caveats

Cigna HealthCare may revise or withdraw this renewal proposal if:

- there is a change to the effective date and/or duration of the period covered by the quote.
- Plan modifications are requested
- less than 200 employees or less than 70% of total eligible employees enroll in the Plan.
- the employer changes its level of contribution toward the cost of the coverage
- enrollment increases or decreases by 10% or more, by product, or for the total account, from the enrollment assumptions used in establishing the rates, fees, funds, and/or fee holidays set forth herein.
- Commissions are requested to be different than Net
- It is requested to interface with a third party vendor which is not already included in the Proposal.
- it is requested to provide optional services beyond those listed here as being included in the quote: 10000
- assumes and is conditioned upon the client at all times maintaining a minimum bank account balance determined by Cigna (but no less than $10,000) based upon plan funding (i.e., insured or self-insured), frequency of account funding, specific vendor banking institution requirements for cash flow and frequency. Calculation of the bank account balance will be based on average daily claim activity that can range from 1-8 days and include adjustments for non-daily activity (e.g. prescription drug benefits and network access fees when applicable.)
- administration of the Plan will require more than the following:
    - Billing lines : 104
    - Billing and Claim Branch Benefit Options: 104
- it is not the exclusive provider of Medical, Dental, Pharmacy, Behavioral Health, or like products for all of Town of Smyrna employees in all worksites
- it is requested to provide Stop Loss coverage different than what is outlined in the case specific Stop Loss proposal output provided by the Stop Loss Underwriter.
- there is any reimbursement arrangement ("gap" cards, etc.) that subsidizes or reduces the out-of-pocket obligation of covered persons under the policy.

B. Scope and Application of this Proposal

Unless otherwise indicated, this Proposal:

- assumes that the group health plan or health insurance coverage to which this proposal applies will not be a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the "Act") and that it will be subject to all requirements of the Act applicable to a group health plan or health insurance coverage unless otherwise specified in writing.

- does not include paying on behalf of the Plan the Comparative Effectiveness Research Fee required under section 4376 of the Internal Revenue Code as added by the Patient Protection and Affordable Care Act. Cigna HealthCare is prohibited from calculating, collecting and paying the fee on behalf of the Plan.

- supersedes and renders null and void any prior Cigna HealthCare offer or proposal with respect to the Plan

- presents financial terms that must be accepted on a packaged basis

- reflects the claims and administrative savings realized by packaging the following specialty coverages with medical: Dental, Pharmacy, Behavioral Health

- does not apply to retirees 65 or older for managed care Plans or part-time or seasonal employees for any plan

- includes fixed charges for behavioral care services arranged by Evernorth Behavioral Health, Inc. or Evernorth Care Solutions, Inc. The fixed fee varies depending on location and plan design and may not apply in certain states.

- includes capitated charges for the provision of Hi-Tech Radiology services by eviCore. However, this may not apply in certain states.

- Includes charges made by either a specialty vendor or an affiliate, such as eviCore for care management programs to contain the cost of specific health services/items and/or improve adherence to evidence-based guidelines to promote patient safety and efficient care (i.e., charges for management of diagnostic cardiology, radiation therapy, musculoskeletal procedures, medical oncology, gastroenterology, sleep management and home health/DME/HIT and appropriate setting of care/service) when applicable, and medical necessity review (i.e chiropractic services).

- requires a separate benefit option due to state regulations, if you have purchased any product with Cigna Total Behavioral Health and you have customers residing in CA or VI.

- Notwithstanding the foregoing guarantee, Cigna may revise any charges at any time if Cigna is (i) required to pay any tax or assessment, or (ii) incur additional costs in administering the contract as a result of any state or federal law.

- Includes Cigna's Out-of-Network Protection program (Network Savings Program and Bill Negotiation Services), designed to contain costs with respect to charges for out-of-network healthcare services/supplies that are covered by the Plan and reduce the member's balance billing exposure. For administering these programs, Cigna charges a fee for savings generated. All fees, including fees for Independent Dispute Resolution, will be charged to the bank account and are identifiable on the Check Register.

- excludes charges for converting a qualified customer of a group plan to an individual plan.

- includes a maximum reimbursable charge (MRC) for out-of-network coverage equal to 110% of a fee schedule developed by Cigna HealthCare based upon a methodology similar to that used by Medicare to determine the allowable fee for similar services in the geographic market OR, where that fee schedule does not provide a value, Cigna may determine the MRC based on a rate for the same or similar service or supply by applying a Medicare-based methodology that Cigna deems appropriate.

- Includes Cigna Pathwell Specialty, a network solution for medical specialty drugs.

- establishes a Wellness/Health Improvement Fund (the "Fund") in the amount of $25,000

- The Wellness/Health Improvement Fund will be used to defray the cost of Cigna designated and arranged health and wellness programs for employees (e.g., biometric screenings, flu shots, etc.) and to reward participation in wellness programs.

- Wellness/Health Improvement Fund may be accessed during the period from 01/01/2026 - 12/31/2026. The Fund may not be accessed following notice of termination of the Cigna HealthCare agreement. Unused Funds Cannot be rolled over and Cigna HealthCare must pre-approve use of the Fund.

- Assumes a non-Cigna HealthCare Pharmacy Benefit Manager administers oral or other self-administered anti-cancer prescription medication claims at a copayment/coinsurance level that is no less favorable than that for intravenous or injected anti-cancer medication prescribed for the same purpose and covered under employer's Cigna HealthCare plan. This assumption is applicable only if: (a) employer has contracted with a PBM (not Cigna HealthCare); (b) employer's plan is either insured, or, if self-funded, not subject to ERISA (i.e., is a church, government or association plan); and (c) employer's Cigna HealthCare plan is situsted in IA, HI, NM, OR, NJ, NE, VA, MA, NV, FL, ME, GA or a state with similar chemotherapy coverage law, or covers one or more individuals residing in CO, OK, VT, WA, TX, LA, MO, OH or in a state with similar extraterritorial chemotherapy coverage mandate.

- does not apply to individuals unless employed by the policyholder or an entity that participates in an association or trust that is the policyholder.

- assumes that dental/vision benefits are excepted and not subject to HIPAA and ACA requirements.

If an employer carves out stop loss coverage, an additional data reporting interface fee will be charged to the employer and may vary depending on the frequency of reporting requested. Reporting information and support services are provided only after confidentiality agreements have been executed by the employer and stop loss insurer. The information provided by Cigna is based on paid-claim data only. Information is not provided for any incurred-but-not-paid claims or projected claims. In addition, information related to precertification, case management, course of treatment or prognosis will not be provided. Carving stop loss coverage out to a third party insurer is only available in our Over 500 business segment.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Evernorth Care Solutions, Inc., Evernorth Behavioral Health, Inc., Cigna Health Management, Inc., Tel-Drug, Inc., Tel-Drug of Pennsylvania, L.L.C., and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

C. Additional Representations & Disclosures

The plans presented in this proposal have an actuarial value, determined by Cigna HealthCare, of 60% or greater. This determination was made using Cigna HealthCare's manual rating application which may produce an actuarial value slightly different than the official HHS calculator. Although we would expect any deviation to be small, you will have to consult with your actuarial consultant for a more precise determination of the plan's actuarial value. Cigna HealthCare does not provide actuarial certifications.

Cigna Healthcare may pay on your behalf any applicable state tax or assessment imposed upon your plan by drawing upon the bank account.

In order to implement the requested benefit design, different funding arrangements (i.e., insured, self-insured and/or HMO) involving affiliated Cigna companies may be required with respect to plan participants residing in certain states.

Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through Cigna HealthCare's general overhead.

The benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.

Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.

Includes Fixed Charges for Embarc Benefit Protection℠, a network solution for certain high-cost gene therapy drugs arranged by eviCore.

Cigna HealthCare reserves the right to change the Quoted Rates and/or Quoted Benefits or to decline to offer coverage if any of the foregoing information is inaccurate or changes prior to the proposed Effective Date indicated above, or if the quoted rates and/or fees are not agreed to within 60 days of receipt of this summary information form. If any of the information identified above changes either prior to the proposed Effective Date or while coverage is in effect, you agree to notify us promptly of such change.

The Underwriting Contingencies set forth above shall survive execution of any insurance policy, application, etc., issued by Cigna HealthCare or any affiliated company, and shall further survive the effective date of any such policies.

Gap Fund Acknowledgement

Are your employees reimbursed for their co-payments, co-insurance cost, deductibles or out of pocket expenses?

If so, please let us know the details below. If not, please still confirm and sign below.

We assume NO subsidization or reimbursement for any portion of the employees' cost-sharing responsibilities. And that's how we set the premium rates/charges for all benefit plans insured and/or administered for you by Cigna HealthCare companies ("Cigna HealthCare, we, us").

Subsidization/reimbursement is also known as "Gap Funding". That is because employees receive money to fund the gap between their cost-share responsibility and Cigna HealthCare's payments.

Do you offer any of these plans? (Please circle) YES NO

- Health Savings Account (HSA)
- Health Reimbursement Account (HRA)
- Other means to reimburse employees for health plan expenses

If YES, please confirm the following:

- How much is the employer funding amount? _____
- What is the reimbursement order? Does the HSA and/or HRA fund pay first, or something else? _____
- Is there an annual rollover provision for the fund? (Please circle) YES NO
- Any changes in employer funding in the past year or future year? (Please circle) YES NO
  If YES, please provide details: _____

Please notify Cigna HealthCare prior to implementing any "Gap Funding" program. Cigna HealthCare will determine if we need to change the premium rates/charges both now and in the future based on the information you provide.

Please affirm that the above information is true and complete. Thanks!

Name of Employer/Group: Town of Smyrna

Date: _____

By: _____

Title: _____

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.g.
Department: Utilities
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with TK Elevator Corporation for the labor associated with the modernization of the elevator at the Water Treatment Plant.

Fiscal Impact:
The total fiscal impact will be $126,810.59. This approval request will be for the labor associated with the project quoted at $55,560.00

Contract Type:
Original Contract

Contract Term (if applicable):

Background:
The existing elevator is approximately 30 years old. Any parts required for repairs are now obsolete and no longer available. This modernization will require construction, electrical, and equipment needed to get the elevator up to industry standards and to properly meet all code requirements. This approval request is for the labor cost of $55,560.00 associated with the modernization of the elevator at the water treatment plant by TK Elevator Corporation as quoted through Omnia Partners.

- Construction — There are modifications that will need to be made to the controller room and the elevator shaft.
- Electrical — The electrical wiring will need to be replaced, as well as installation of some new electrical wiring for lighting and climate control equipment for the controller room.
- HVAC — The new controller equipment will require the installation of a split AC unit for climate control of the controller room.

Summary:
The Water Plant would like to request approval for the labor cost of $55,560.00 associated with the modernization of the elevator in order to maintain industry standard compliance. This work is to be completed by TK Elevator Corporation and quoted

according to Omnia Partners pricing, a cooperative purchasing agreement. The actual cost of the elevator has been confirmed through the finance department and the labor will need approval.

Recommended Council Action:
Staff recommends authorization for the Mayor to execute a contract with TK Elevator Corporation for the labor associated with the modernization of the elevator at the water treatment plant.

Attachments:
1. 107329 TK Elevator Corporation

Town of Smyrna

Attn: Accounts Payable
315 South Lowry Street
Smyrna, TN 37167-3416

Phone: (615) 459-2553
Fax: (615) 355-5765
Email: accounts.payable@townofsmyrna-tn.gov

Purchase Order - 107329

Purchase order number must appear on invoices, packages & correspondence. Acknowledge if unable to deliver by date required.

Date:	10/21/2025	**F.O.B.:**	Shipping Point
Date Required:		**Shipping Method:**	Best Way
Terms:	Net-30	**Department:**	WATER TREATMENT PLANT

Vendor:
Jonathan Frazer
TK Elevator Corporation
1717 Elm Hill Pike Suite A1
Nashville, TN 37210
U.S.A.

Ship To:
Kevin Relford
WATER TREATMENT PLANT
Town of Smyrna
156 Sharp Springs Rd
Smyrna, TN 37167
6154593574 Ext.

Customer Number:
Notes: Omnia Partners contract R250704

Part Number	Description	Qty	Unit Cost	Extended Cost
DESC	Elevator Modernization Project	1	$126,810.59	$126,810.59
DESC	complete breakdown is attached	1	$0.00	$0.00
			for 2 line-items:	**$126,810.59**

This purchase order is computer generated and is invalid if altered in any way. It is only valid to the above vendor and for the items listed above. Any modification or other use constitutes fraud and voids this document.

NOTES: As a local government, the Town of Smyrna is not subject to state and local sales taxes. Smyrna's tax exempt ID is 101684644.

Charges for ground shipping can be added if not already included or "FOB Destination" is not specified. Credit card surcharges or fees are not allowed.

Authorized By

10/21/2025
Date

General	
Estimate Date:	August 12, 2025
Estimate Name:	Modernization

Billing Information				
Name:	Smyrna Water Treatment Plant			
Street:	156 Sharp Springs Road			
City, State, Zip:	Smyrna, TN 37167			
Oppurtunity ID :		2025-4-11559		
				Y

Job Information	
Location Name:	Smyrna Water Treatment
Address:	156 Sharp Springs Road
City, State, Zip:	Smyrna, TN 37167
Q Number:	
Contact Name:	Kevin Relford
Phone Number:	615-354-4965
Customer PO:	
Salesperson:	Jon Frazer

Equipment Information	
Equipment Identification:	USV1002139

Purchased Material Cost Per Elevator/Escalator

Description	Supplier	Qty.	Unit Cost	Total Cost
Jack Packing and pipe stands	TKE	1	$ 489.53	$ 489.53
Controller and wiring	TKE	1	$ 3,980.53	$ 3,980.53
Car equipment	TKE	1	$ 1,393.08	$ 1,393.08
Hoistway equipment	TKE	1	$ 2,609.57	$ 2,609.57
Pit equipment	TKE	1	$ 194.17	$ 194.17
Car Door equipment	TKE	1	$ 2,218.86	$ 2,218.86
Hoistway door equipment	TKE	1	$ 334.91	$ 334.91
Car Fixtures	TKE	1	$ 2,847.99	$ 2,847.99
Hall Fixtures	TKE	1	$ 6,127.33	$ 6,127.33
Misc nuts and bolts	TKE	1	$ 1,000.00	$ 1,000.00
Power Unit	TKE	1	$ 6,381.97	$ 6,381.97
				$ -
Purchased Material Notes:			Subtotal Purchased Material:	$ 27,577.94
			Miscellaneous Material:	$ 275.78
			Subtotal Material Cost:	**$ 27,853.72**

Branch Chattanooga

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	Standard Time				Overtime				Labor Totals
Team Rate	Hours:	120	Rate:	$ 463.00	Hours:		Rate:	$ 844.00	$ 55,560.00
Mechanic	Hours:		Rate:	$ 257.00	Hours:		Rate:	$ 469.00	$ -
Helper	Hours:		Rate:	$ 206.00	Hours:		Rate:	$ 375.00	$ -
Travel	Hours:		Rate:	$ 280.56	Hours:		Rate:	$ 561.13	$ -
Team Travel	Hours:		Rate:	$ 505.01	Hours:		Rate:	$ 1,010.03	$ -
								Subtotal Labor Cost:	**$ 55,560.00**

Expenses

Item Description	Supplier (If Applicable)	Qty.	Unit Cost	Total Cost
Electrical	Mason Electric	1	$ 20,350.00	$ 20,350.00
Fire Alarm	Current Vendor	1	$ 12,865.00	$ 12,865.00
General Building Work	Elevations South	1	$ 5,000.00	$ 5,000.00
Freight	Freight	1	$ 3,500.00	$ 3,500.00
				$ -
			Subtotal Expenses Cost:	**$ 41,715.00**

Description of Work Comments

Scope of work listed in proposal.

Total Cost Per Unit		
Number of Elevators:		**1**
Material		**$ 27,853.72**
Sales Tax % on Material:	**0.00%**	**$ -**
Material Markup:	**30%**	**$ 8,356.12**
	Total Material	**$ 36,209.84**
Labor		**$ 55,560.00**
Sales Tax % on Labor:	**0.00%**	**$ -**
	Total Labor	**$ 55,560.00**
Expeneses		**$ 41,715.00**
5% Modernization Discount		**$ (6,674.24)**
Total Cost:		**$ 126,810.59**

X

Customer Approval Date

X

National Account Manager Date

X

Branch Manager Approval Date

MODERNIZATION PROPOSAL

MOVE BEYOND

Modernization Proposal

Smyrna Water Treatment

August 12, 2025

Purchaser:	Smyrna Water Treatment Plant	Project Location:	Smyrna Water Treatment Plant
Address:	156 Sharp Springs Rd Smyrna, TN 37167-5323	Address:	156 Sharp Springs Rd Smyrna, TN 37167-5323

This proposal was formulated using the Omnia Partners contract number **R250704.**

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Smyrna Water Treatment Plant (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **$126,810.59** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:
- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

The price above does not include any value added taxes, tariffs, duties, and/or similar charges or the financial impacts to TK Elevator caused thereby. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including the imposition of taxes, tariffs, or other charges imposed by applicable governmental authorities and/or TK Elevator being subjected to increased charges by its suppliers, shippers and/or freight forwarders as set forth in the terms and conditions in this Proposal.

Furthermore, all preparatory work by other trades must be completed and elevator equipment shipped by 07-20-2026 and the installation must be completed by 08-22-2026, otherwise, the price is also subject to increase.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

Regards,

Jonathan Frazer

Jonathan Frazer
TK Elevator Corporation
1717 Elm Hill Pike Suite A1
Nashville, TN 37210 jon.frazer@tkelevator.com | 615-336-9722

Modernization Proposal

SCOPE OF WORK

Building : Smyrna Water Treatment
156 Sharp Springs Rd

Groups Included

Group Name	# of units	Equipment Type
Group 1	1	Hydraulic

Group : Group 1
Equipment Classification: Hydraulic

Units Included

Nickname	Front Openings	Rear Openings	Side Openings	TKE Serial #
Elevator 1	3	0	0	

Description of Work

Hoistway Equipment

Item Description	Option	Installed On
TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.	New	Unit(s) Elevator 1
Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)	New	Unit(s) Elevator 1
HN Boxes (per each 2 cars, grouped)	New	Unit(s) Elevator 1

Car Fixtures

Item Description	Option	Installed On
Position Indicator (2" CE Segmented)	New	Unit(s) Elevator 1
Main Car Station Includes Options Below	New	Unit(s) Elevator 1
Emergency Light mounted in COP	New	Unit(s) Elevator 1
Speaker Pattern for Intercom System/ADA Phone	New	Unit(s) Elevator 1
Cast Braille Plates for Car Features	New	Unit(s) Elevator 1
Vandal Resistant Floor Buttons	New	Unit(s) Elevator 1
Locked Service Cabinet	New	Unit(s) Elevator 1

Modernization Proposal

Item Description	Option	Installed On
Handicap Signal (Passing signal)	New	Unit(s) Elevator 1
2004 and later Fire Service Phase II Features (includes instructions signage)	New	Unit(s) Elevator 1
ADA Phone System integral with COP (Rath)	New	Unit(s) Elevator 1
#4 Stainless Steel Finish (441)	New	Unit(s) Elevator 1
• Column Type Swing Return for New/Existing Dover/tkE Cabs)	New	Unit(s) Elevator 1
Certificate Window	New	Unit(s) Elevator 1
Standard Key Switch Package • Fan • Light • Independent • Stop • Inspection/Hoistway Enable)	New	Unit(s) Elevator 1

Car

Item Description	Option	Installed On
Car Top Exit Switch	New	Unit(s) Elevator 1
21" Toe guard	New	Unit(s) Elevator 1
Cab Wiring Material (200MK1)	New	Unit(s) Elevator 1
Omega Guide Shoes w/mounting plates (Dover/tkE rails only) (set of 4)	New	Unit(s) Elevator 1
Fan: Two Speed	New	Unit(s) Elevator 1

Power Unit

Item Description	Option	Installed On
55 gallon drum of Biodegradable oil (Citgo NZ)	New	Unit(s) Elevator 1
EP-125 Power Unit (Submersible)	New	Unit(s) Elevator 1
5 gallon drum of Biodegradable oil (Citgo NZ)	New	Unit(s) Elevator 1
Shutoff Valve (Pump)	New	Unit(s) Elevator 1

Controller

Item Description	Option	Installed On
eMax Monitoring Device Provisions	New	Group(s) Group 1
Solid State Starters (6 or 12 leads) 460 / 575 VAC	New	Unit(s) Elevator 1
TAC 32H Controller (Includes Options listed below) • 24 VDC Signal Voltage • Electronic Door Detector Interface	New	Unit(s) Elevator 1
THY Board / CE Driver Board	New	Unit(s) Elevator 1
Fire Service	New	Unit(s) Elevator 1
Hall Lanterns	New	Unit(s) Elevator 1
User Interface Tool	New	Unit(s) Elevator 1
Tenant Security 3-1 (Card Reader)	New	Unit(s) Elevator 1

Item Description	Option	Installed On
Position Indicator	New	Unit(s) Elevator 1
Hoistway Enable/Inspection Operation	New	Unit(s) Elevator 1
Hoistway Access	New	Unit(s) Elevator 1

Pit Equipment

Item Description	Option	Installed On
Pit Stop Switch	New	Unit(s) Elevator 1
Pit Ladder 16'' Wide	New	Unit(s) Elevator 1

Car Door Equipment

Item Description	Option	Installed On
LD-16 Plus Drive Only (FRONT) • includes Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)	New	Unit(s) Elevator 1
Front Door Operator (SSSS) Additional Lead Time	New	Unit(s) Elevator 1
Micro Light (Front)	New	Unit(s) Elevator 1

Jack

Item Description	Option	Installed On
Pipe Stands	New	Unit(s) Elevator 1
Packing	New	Unit(s) Elevator 1

Hall Fixtures

Item Description	Option	Installed On
TAC Serial Boards, Base Charge	New	Group(s) Group 1
2009 & 2010 Elevator Communications Failure add	New	Group(s) Group 1
Intermediate Hall Stations (Surface Mounted) with • Appendix O (Polycarbonate insert flame) • Fusion (#4 S/S (304))	New	Group(s) Group 1
Fire Service Phase I Key Switch and Signage (Engraved)	New	Group(s) Group 1
Serial Boards for Front Risers	New	Group(s) Group 1
Terminal Hall Stations (Surface Mounted) with • Appendix O (Polycarbonate insert flame) • Fusion (#4 S/S (304))	New	Group(s) Group 1
Serial Boards for Hoistway Access	New	Unit(s) Elevator 1
Fusion Hall Lanterns (Standard) White Up/Down LED's #4 S/S (304)	New	Unit(s) Elevator 1
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	Unit(s) Elevator 1
Serial Boards for Hall Lanterns/PI's	New	Unit(s) Elevator 1,Elevator 1
Horizontal Fusion Combo (HL and Digital HPI) (Standard) White Up/Down LED's #4 S/S (304)	New	Unit(s) Elevator 1
Hoistway Access Switch in Hall Stations	New	Unit(s) Elevator 1

Modernization Proposal

Hoistway Door Equipment

Item Description	Option	Installed On
Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. (Front)	New	Unit(s) Elevator 1

Clarifications to Architectural Plans and Specifications:

1. None at this time

Modernization Proposal

In addition to the Description of Work to modernize your elevator(s) as described above, TK Elevator will coordinate or perform the following activities at no additional cost:

Vendor	Category	Description	Installed on
Elevations South	General Building	Elevations South	Smyrna Water Treatment
Mason Electric	Electrical	Mason Electric	Smyrna Water Treatment
Current Fire Vendor	Fire	Fire Alarm Allowance $5,000	Smyrna Water Treatment

Electrical

Scope of Work; Machine Room

1. F & I Required main line disconnect.
2. Re-feed (1) controller.
3. F & I Auxiliary Contacts in existing main line disconnect.
4. Assure of adequate ground wire to mainline disconnect.
5. F & I Bond bushings.
6. F & I Cab light disconnect and associated wiring.
7. F & I Required GFCI receptacles.
8. F & I LED lighting to elevator standards.
9. F & I Emergency fixture.
10. F & I Required fire alarm back boxes and raceways for modernization.
11. F & I Required power and disconnect for mini-split HVAC system.

Scope of Work; Pit

1. F & I LED strip fixtures.
2. F & I Pilot lighted switching.
3. F & I GFCI receptacles.
4. F & I Single receptacle for high level alarm.

General Building Work
- Install 1-ton Mitsubishi Mini-split
- Install 80gpm Sump pump
- Remove two exhaust vents and cover with insulated panels

Fire Alarm Allowance $5,000.00

Modernization Proposal

01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times	
Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	10 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	4 - 6 Weeks

*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

02 Payment of Work

55% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilizations (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Purchaser agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		$126,810.59
Initial progress payment:	(55%)	$69,745.82
Material furnished:	(20%)	$25,362.12
Total of remaining progress payments:	(25%)	$31,702.65

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	$257.00
Mechanic (OT) per hour	$469.00
Team (Standard) per hour	$463.00
Team (OT) per hour	$844.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 08-22-2026 .

03 Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser’s execution of TK Elevator's “Final Acceptance Form” on the express conditions that all payments made under this Proposal and any mutually agreed-to change

orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. The Purchaser agrees to provide us access to the elevator equipment at any reasonable time for the purpose of making good this warranty. Purchaser and/or Owner agree to maintain the confidentiality of the TK Elevator's software that is licensed for the Owner's use. The software will not be copied, modified, distributed, or reverse engineered. The software is licensed to the Purchaser and/or Owner exclusively for the location of installation, and the license will not transfer except as part of a transfer, assumption, or succession of ownership. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

04 Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

05 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

- Purchaser shall provide the following
  - A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel hoist beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening.

- A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- Adequate bracing of entrance frames to prevent distortion during wall construction.
- All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
- TK Elevator is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

B. Electrical and Life Safety:

- Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
- Purchaser shall provide:
  - permanent 3-phase power with suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable;
  - piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
  - any required hoistway / wellway, machine room, pit lighting and/or 110v GFCI service outlets;
  - conduit and wiring for remote panels to the Unit machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
  - a bonded ground wire, properly sized, from the Unit controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the Unit controller;
  - a means to automatically disconnect the main line and the emergency power supply to the unit prior to the application of water in the Unit machine room that shall not be self-resetting;
  - emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated Unit controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
  - the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
  - emergency power operation is included as part of the design of the Unit control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and

related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
- a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the Unit;
- confirmation that the emergency standby power generator and/or building can accept the power generated to and from the Unit during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:
- Purchaser shall provide all work relating to the finished flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
- Hydraulic jack replacement:
  - the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
  - adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
  - Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
  - in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
  - any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
  - engineering, provision and installation of methane barriers or coordination/access;
  - access to 2" pressurized water supply within 100'-0" of the jack hole location;
  - a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
  - any spoils or water testing;

06 Working Hours, Logistics and Mobilization

- All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the Unit hoistway and machine room areas to perform work during normal working hours.

- Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the Unit hoistways or wellways (as applicable).
- Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.
- Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the Unit equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- TK Elevator includes one mobilization to the jobsite. A mobilization fee of $5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of Unit packaging material; however, composite cleanup participation is not included in this Proposal.
- The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

07 Temporary Use, Inspection and Turnover

- Unless required by specification, TK Elevator will not provide for “temporary use” of the Unit(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser’s execution of TK Elevator's standard Temporary Use Agreement. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates.

- Cost for temporary use of a Unit shall be $200.00 per calendar day per hydraulic elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate.
- In the event that a Unit must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis.
  - Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $5,000.00 per Unit in addition to costs for replacement or refurbishment of equipment based on special circumstances.
- These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.
- The Proposal price set forth above includes one (1) inspection per Unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall be $1,500.00 per Unit and a remobilization fee which shall be $5,000.00 per Unit, plus any additional costs that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned feeds will be prorated based on the number of items by each party.
- Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's “Final Acceptance Form“ prior to turnover of each Unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's “Final Acceptance Form” shall not be unreasonably delayed or withheld.
- Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.
- At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- Purchaser agrees to accept a live demonstration of equipment’s owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
- Purchaser agrees to accept TK Elevator's standard owner’s manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications. Any additional electronic copies or hard copies required will be subject to an additional charge of $275.00. No program source coding, printed circuit board schematics, diagnostic hardware or codes will be provided.
- Should use of equipment be required prior to substantial completion, the Purchaser agrees to the signing of an interim maintenance agreement as outlined in Section 04. Any repairs, re-balancing, and cleaning as a result of interim use to restore equipment to as new condition will be extra to the Proposal.

08 MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators by means of installation of a remote-monitoring device or modem (each a “device”). MAX will analyze the unique signal

output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.

e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.

g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

09 Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.

b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.

c. TK Elevator is an equal opportunity employer.

d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.

e. The pricing set forth in this Agreement does not include any value added taxes, tariffs, duties, or similar charges imposed by governmental authorities or the financial impacts to TK Elevator caused thereby. Contractor is

responsible to pay TK Elevator any and all additional amounts for the materials and/or components described in this Agreement above and beyond the pricing set forth in this Agreement for the reasons set forth in any of the following three (3) categories along with profit and overhead: (1) value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities that are in effect when such materials and/or components are ready to ship; (2) additional or increased charges to TK Elevator from any of the material and/or component suppliers after April 2, 2025; and/or (3) additional or increased charges to TK Elevator from its shippers and/or freight forwarders of such materials and/or components after April 2, 2025. In addition to the Agreement price, when the materials and/or components called for in this Agreement are ready to ship, TK Elevator will provide Contractor with a change order(s) covering the additional amounts associated with the reasons set forth in the three (3) categories above along with profit and overhead which must be executed and fully paid for prior to and as a condition precedent to delivery of those materials and/or components to the jobsite or to the provision of any labor on the project.

f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser’s letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current Proposal price, the amount of the change, and new Proposal value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP’s, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP’s lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
s. Purchaser further expressly agrees to name TK Elevator parties along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator parties for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator parties. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.
u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.
v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the United Nations; or (vi) any other national authority binding the parties of this contract.
In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.
"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the UN Security Council; or(vi) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, Global Affairs Canada and The Department of Treasury Board and Finance, the US State Department and the US Department of the Treasury.

Modernization Proposal

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Twenty Six Thousand Eight Hundred Ten Dollars and Fifty Nine Cents ($126,810.59) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

Smyrna Water Treatment Plant (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
_____ (Print or Type Name)	Colin Hill General Manager
_____ (Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

Omnia 2025 Hourly Out of Scope Billing Rates Contract#R250704

Includes 20% Discount from our National Rates

Branch	Mehcanic Billing Rate - Standard	Mechanic Billing rate - overtime	Mechanic Billing rate - double overtime	Helper Billing rate - standard	Helper Billing rate - Double Overtime	Team Billing rate - standard	Team Billing rate - Double Overtime
Nashville Machine	$307.29	$522.40	$614.58	$245.83	$491.67	$553.13	$1,106.25

RE: R250704

External Inbox ×

Summarize this email

Melissa Tillman <Melissa.Tillman@omniapartners.com> Sep 15, 2025, 8:03 AM

to me

Beth,
I finally heard from Marc at TKE, see below. His explanation does make sense and if you need anything further, please let me know. Kindest regards, Melissa Tillman

From: McCabe, Marc marc.mccabe@tkelevator.com
Sent: Friday, September 12, 2025 4:57 PM
To: Melissa Tillman Melissa.Tillman@omniapartners.com
Cc: Alex Kramer Alex.Kramer@omniapartners.com
Subject: Re: R250704 Pricing- materials & subcontractors

Melissa,

Materials for modernizations and subcontractors are not mentioned in the contract. The main thing for modernizations is the 5% below list price discounting. We can work through the proposal to ensure the 5% discounting has been applied. The material and subcontractor piece would fall under the list price total which would encompass all that is needed under the modernization.

I can speak to this directly with them if needed, please let me know if this is something you would like to set up.

Thank you,

Marc

Verification of price breakdown

material	$27,853.72
material markup 30%	$8,356.12
total material	$36,209.84
120 hrs labor @ 463.00	$55,560.00
expenses-electrical, fire alarm, general building work, freight	$41,715.00
total of material, labor, expenses	$133,484.84
5% modernization discount	-$6,674.24
total cost	$126,810.60

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.h.
Department: Utilities
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, Change Order #2 with Hawkins & Price relative to Front Street Water final adjusting.

Fiscal Impact:
$276,978.50 is the fiscal impact and an increase to the agreement. This has already been paid throughout the project.

Contract Type:
Contract Change Order /Amendment

Contract Term (if applicable):

Background:
The Front Street Waterline project was originally added into the public works project so utilities did not have to come in a few years later and tear up newly paved roads. The final adjusting change order was handled throughout the project for items encountered in the field that were unknown at the start of the project. These changes included additional waterline footage, valve replacements, carrier pipes, ductile iron fittings and concrete repair.

Summary:
This is the final adjusting change order to close out the Front Street Waterline project and release retainage for the project.

Recommended Council Action:
Staff recommends council approval of the final adjusting Change Order #2.

Attachments:
1. Hawkins & Price Change Order #2

CHANGE ORDER NO. 2

PROJECT: **TOWN OF SMYRNA, TENNESSEE**
FRONT STREET WATERLINE RELOCATION

CONTRACTOR: **HAWKINS AND PRICE, LLC**
6015 HWY 64E
WARTRACE, TN 37183

DATE: **OCTOBER 30, 2025**

DESCRIPTION: Change Order No 2 is the final adjusting costs per the attached summary. The items and cost are listed as follows:

Item #	Description	Unit	Quantity	Unit Cost	Cost
1)	Final Adjusting	LS	1	$276,978.50	$276,978.50
			Subtotal		**$276,978.50**

Original Contract Amount:	**$ 574,850.00**
Contract Amount Decreased by Change Order No. 1:	**$ 45,920.00**
Total Revised Contract Amount with Change Order No. 1:	**$ 528,930.00**
Contract Amount Increased by Change Order No. 2	**$ 276,978.50**
Total Revised Contract Amount with Change Order No. 2:	**$ 805,908.50**

This change order shall become effective upon execution by the Owner, Engineer and Contractor. Signature by the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum and Contract Time.

TOWN OF SMYRNA, TN
ADMINISTRATION
By:_____

Date:_____

TOWN OF SMYRNA, TN
UTILITIES DEPARTMENT
By: _____

Date: 11-4-2025

THOMAS & HUTTON
ENGINEER
By: _____

Date: 10/30/2025

HAWKINS AND PRICE, LLC
CONTRACTOR
By: Ryan Cary Digitally signed by Ryan Cary DN: C=US, E=rcary@hpmail.us, O="Hawkins & Price, LLC", CN=Ryan Cary Date: 2025.10.30 16:16:20-05'00'

Date: 10/30/2025

Town of Smyrna
Front Street Waterline Relocation
Final Adjusting Change Order Quantity Summary

Item	Item Description	Unit	Original Contract Quantity	Change Order Quantity	Total Quantities Installed	Net Change	Unit Price	Cost Difference
1	1" PEX Waterline	LF	630		738.7	108.7	$ 45.00	$ 4,891.50
2	2" PEX Waterline	LF	30		31	1	$ 60.00	$ 60.00
3	2" PEX Waterline - Temporary	LF			0	0	$ 30.00	$ -
4	4" C900 PVC Waterline	LF			0	0	$ 100.00	$ -
5	6" C900 PVC Waterline	LF	140		120	-20	$ 110.00	$ (2,200.00)
6	8" C900 PVC Waterline	LF	1,380		1458	78	$ 130.00	$ 10,140.00
7	12" Class 350 DIP Waterline	LF			0	0	$ 205.00	$ -
8	16" Class 350 DIP Waterline	LF			0	0	$ 340.00	$ -
9	16" Butterfly Valve Assembly	EA			0	0	$ 6,400.00	$ -
10	2" Gate Valve Assembly	EA			2	2	$ 1,950.00	$ 3,900.00
11	4" Gate Valve Assembly	EA			0	0	$ 2,300.00	$ -
12	6" Gate Valve Assembly	EA	6		6	0	$ 2,600.00	$ -
13	8" Gate Valve Assembly	EA	8		11	3	$ 3,450.00	$ 10,350.00
14	12" Gate Valve Assembly	EA			0	0	$ 5,900.00	$ -
15	5/8" Service Taps	EA	17		0	-17	$ 1,500.00	$ (25,500.00)
16	3/4" Service Taps	EA			15	15	$ 1,500.00	$ 22,500.00
17	1" Service Taps	EA			3	3	$ 1,500.00	$ 4,500.00
18	1.5" Service Taps	EA			0	0	$ 2,400.00	$ -
19	2" Service Taps	EA			0	0	$ 2,400.00	$ -
20	3/4" Water Meter Assembly	EA			22	22	$ 1,800.00	$ 39,600.00
21	Temporary 2" Gate Valve & Box	EA			0	0	$ 1,650.00	$ -
22	8"x8" Tapping Sleeve, Valve & Box	EA	1		1	0	$ 7,450.00	$ -
23	DI Fittings	LB			3684	3684	$ 10.00	$ 36,840.00
24	Bollards	EA			0	0	$ 1,050.00	$ -
25	Fire Hydrant Assembly	EA			0	0	$ 12,000.00	$ -
26	Carrier Pipe	LF	300		609.7	309.7	$ 110.00	$ 34,067.00
27	6" Steel Encasement Bore & Jack Method with 2" PEX Waterline	LF			0	0	$ 280.00	$ -
27b	3" HDPE casing by Directional Bore w/2" Pex Waterline	LF			0	0	$ 280.00	$ -
28	20" Steel Encasement Bore & Jack Method with 8" Restrained Joint Carrier Pipe	LF			33	33	$ 910.00	$ 30,030.00
29	24" Steel Encasement Bore & Jack Method with 12" Restrained Joint Carrier Pipe	LF			0	0	$ 1,020.00	$ -
30	4" PVC SCH80 Electrical Conduit	LF			24	24	$ 50.00	$ 1,200.00
31	Asphalt Surface Repair	SY			0	0	$ 20.00	$ -
32	Trench Repair (minus surface course)	SY	1,520	-1,520	0	0	$ 100.00	$ -
33	Gravel Driveway Repair	SY			0	0	$ 80.00	$ -
34	Concrete Pavement Repair (in kind)	SY			178.67	178.67	$ 330.00	$ 58,961.10
35	Concrete Sidewalk/Driveway Repair (per TDOT details)	SF			0	0	$ 15.00	$ -
36	Concrete for Thrust Blocking	CY			11.5	11.5	$ 225.00	$ 2,587.50
37	Millings 1.5" of Asphalt	SY			0	0	$ 7.00	$ -
38	Curb Repair	LF			202	202	$ 81.00	$ 16,362.00
39	12" Gate for fenced area	EA			0	0	$ 500.00	$ -
40	Traffic Control	LS			0	0	$ 37,500.00	$ -
41	Erosion Control	LS			0	0	$ 17,500.00	$ -
42	Temporary Fence for 102 Mitchell Ave.	LF			0	0	$ 12.50	$ -
42.1	Tree Removal	LS			0	0	$ 3,080.00	$ -
42.2	All Thread Fittings	LF			320	320	$ 16.00	$ 5,120.00
42.3	Asphaltic Topping at Funeral Home	SY			0	0	$ 104.00	$ -
43.4	Fire Hydrant Risers	EA			0	0	$ 1,500.00	$ -
44	Additional Traffic Control	LS	1		1	0	$ 6,250.00	$ -
45	Additional Erosion Control	LS	1		1	0	$ 2,500.00	$ -
46	Added Cost/Mobilization	LS	1		1	0	$ 80,000.00	$ -
47 (CO #1)	9" Binder Trench Repair	CY		156	159.38	3.38	$ 680.00	$ 2,298.40
48 (CO #2)	Additonal work for service swap	LS		1		1	$ 21,271.00	$ 21,271.00
							Total To Date	$ 276,978.50

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.i.
Department: Public Works
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, Addendum #1 for Design and Right Of Way Services for the Lowry Street Phase 3 Sidewalk Connection Project.

Fiscal Impact:
The Lowry Street Phase 3 Project is a Local Programs project with funds from a Multimodal Access Grant. The grant is a 95% / 5% split between TDOT and the Town of Smyrna. The Design and ROW phases will extend beyond this fiscal year. Currently, in GL Account 320-43102-906 there is $152,000 in Grant Funds and $8,000 in Town allocated funds (Total $160,000). This amount will be sufficient to get through Design Phase.

Contract Type:
Contract Change Order /Amendment

Contract Term (if applicable):
NA

Background:
This project received a MMAG in 2022 and a TDOT contract was issued November 4, 2022. NTP to NEPA Phase was issued March 10, 2023. The NEPA Document was approved 9/08/2025. Currently, we have completed NEPA Phase and will be working on Design Phase with the contract.

Summary:
This project is for a sidewalk connection along Lowry Street from Enon Springs to Sam Davis Road. This sidewalk will connect residential to commercial areas.

Recommended Council Action:
Staff recommends the Town Council approve the Town Mayor to sign the addendum.

Attachments:
1. 2025.10.31_Lowry Street Phase 3 Design and ROW (Addendum 1)
2. Ragan Smith- NEPA & Design (Lowry Street Phase 3)

RaganSmith
a Pape-Dawson company

October 31, 2025

VIA ELECTRONIC MAIL: tom.rose@townofsmyrna.org

Mr. Tom Rose
Public Works Director
Town of Smyrna (Client)
315 South Lowry Street
Smyrna, TN 37167

RE: ADDENDUM #1
LOWRY STREET (US41/70S/SR-1) STREETSCAPE PROJECT
SMYRNA, TENNESSEE
RAGANSMITH JOB#

Dear Mr. Rose,

Ragan-Smith-Associates, LLC, f/k/a Ragan-Smith-Associates, Inc., **(RaganSmith)** is pleased to offer this addendum to professional services outside the Scope of Services within the original contract dated May 12, 2023. Your acceptance of this addendum acknowledges that the attached *Contract Terms and Conditions* are agreeable and are incorporated by reference.

OBJECTIVE

With the approval of the environmental document for the above-mentioned project and the NTP for PE-Design issued by the Tennessee Department of Transportation, the scope of work for design, right-of-way, and limited construction administration services through the TDOT Locals Programs Office is described below.

ANTICIPATED *AUTHORITIES HAVING JURISDICTION (AHJ)*

- Town of Smyrna
- Tennessee Department of Transportation (TDOT)

ADDENDUM SCOPE

1.0 - DESIGN PHASE

In this phase, utilizing the standard TDOT Local Programs process, **RaganSmith** will develop Right-of-Way plans to establish permanent right-of-way and easements required for the project improvements and to guide in utility coordination efforts.

Project Management

This task will consist of the following activities:

- Project meetings – consists of scheduling, setting the agenda, and producing meeting minutes for project meetings with the Town and other stakeholders
- Project coordination – consists of coordination of project progress and status, scheduled and impromptu coordination calls and meetings to keep the Town and other stakeholders generally informed on the project status, and subconsultant contracting and coordination
- Internal team meetings / action items / coordination
- Coordination with agencies for status updates on all submittals
- Invoices on a monthly basis

Right-of-Way Design Plans

RaganSmith will develop right-of-way plans generally following TDOT Design Standards.
The right-of-way plans development tasks are further described below:

Right-of-way plans – anticipated design responsibilities:

- Complete design plans to approximately 75-80% complete
- Develop slopes limits and identify impacts
- Develop final drainage design, analysis and calculations
- Identify elements that could impact utility relocations
- Develop final ROW and easements
- Finalize intersection and driveway vertical and horizontal geometry
- Develop pavement markings
- Develop preliminary traffic control design
- Develop EPSC Design
- Finalize crosswalk, ADA ramp locations, pavement markings for pedestrians
- Finalize signal modification
- Design documentation

Right-of-way design plan set will include the following sheets:

- Title sheet
- Typical sections
- Detail sheets
- Right-of-way notes, utility notes, and utility owners
- Property map and acquisition table
- Present layout sheets
- ROW detail sheets
- Proposed layout sheets
- Profile sheets - mainline
- Profile sheets - side roads
- Profile sheets - private drives
- Drainage map (if needed)
- Culvert cross sections (if needed)
- Erosion Prevention and Sediment Control Notes / Plans
- Signing and marking plans
- Signal modification layout
- Roadway cross sections

NEPA Reevaluation

Based on the current Environmental Division and Local Programs requirements, it is anticipated that a NEPA document reevaluation will be needed during the design phase along with the right-of-way plans submittal. The reevaluation provides updated plans and information to Local Programs for review and distribution to internal and external agencies to maintain NEPA compliance throughout the design process and until the project is complete. We anticipate providing TDOT a technical memorandum detailing the design revisions. If a full reevaluation is needed, **RaganSmith** will provide the Town with a supplemental request for the additional effort.

Other Design Phase tasks:

- TDOT Coordination
- Early utility coordination
  - Prepare exhibits, location map, limits for initial utility coordination
  - Coordinate with utilities for verification of existing facilities
  - Provide 60 and 10 day response periods per State law
- QC/QA and plan refinement
- Submit for City review
- Revisions per City comment
- Submit Form 5-3 and Design Certification letter
- Submit Traffic Management Plan (TMP)
- Submit quantities / construction estimate
- Submit Plans for TDOT review
- Revisions per TDOT comment

2.0 – RIGHT-OF-WAY PHASE

Once the NTP for Right-of-Way has been issued, **RaganSmith** will assist the City with limited right-of-way acquisition services. In addition to right-of-way acquisition services, RaganSmith will prepare construction drawings, seek right-of-way and utility permits, and compile necessary bidding documentation for the Construction Phase of the project.

Project Management

This task will consist of the following activities:

- Project meetings – consists of scheduling, setting the agenda, and producing meeting minutes for project meetings with the Town and other stakeholders
- Project coordination – consists of coordination of project progress and status, scheduled and impromptu coordination calls and meetings to keep the Town and other stakeholders generally informed on the project status, and subconsultant contracting and coordination
- Internal team meetings / action items / coordination
- Coordination with agencies for status updates on all submittals
- Invoices on a monthly basis

Property Exhibits and Legal Descriptions

RaganSmith will provide property exhibits detailing the right-of-way and/or easement acquisition areas required for up to 7 tracts. On each exhibit the proposed right-of-way and permanent drainage easements will be shown (if applicable) and labeled with metes and bounds. Slope and construction easements will be

shown on the appropriate line style and labeled. All acquisition areas will have the total area labeled on the exhibit.

For each impacted tract, legal descriptions will be required for right-of-way and easement acquisition areas. Slope and construction easements will be described in more general terms without full metes and bounds. Proposed right-of-way and permanent drainage easements will be described with metes and bounds.

Right-of-Way Staking

RaganSmith will perform field surveying using conventional ground surveying methods for up to 7 tracts. Wooden stakes or temporary paint (paved areas) will be used to mark following elements:

- Proposed right-of-way (at property lines and all breaks)
- Permanent drainage easements (at all breaks)
- Construction easements (at 50' increments)
- Existing ROW (at all breaks)

Acquisition Team Coordination

RaganSmith will coordinate with the acquisition team to answer survey and design related questions, provide engineering background to proposed design features, discuss feasibility of alternative concepts and general cost ramifications.

ROW Plans Revisions

The number and magnitude of ROW revision requests is unknown at this time. To allocate time and funding for ROW Plan revisions **RaganSmith** has budgeted 2 team members for up to 40 hours each to perform revisions to final right-of-way plans as required due to property owner changes, negotiated property owner requests, or existing conditions changes.

Construction Plans

At the conclusion of the right-of-way acquisition phase of the project, **RaganSmith** will prepare final construction plans guided by TDOT's specifications and standard drawings.

The construction plans will consist of the following sheets:

- Title sheet
- Roadway Index and Standard Roadway Drawings
- Standard Roadway Drawings
- Estimated Roadway Quantities
- Typical Sections and Pavement Schedule
- General Notes
- Special Notes
- Environmental Notes
- Tabulated Quantities
- Detail sheets
- Right-of-way notes, utility notes, and utility owners
- Property map and acquisition table
- Present layout sheets
- ROW detail sheets
- Proposed layout sheets

- Profile sheets - mainline
- Profile sheets - side roads
- Profile sheets - private drives
- Drainage map (if needed)
- Culvert cross sections (if needed)
- Traffic control plans
- Erosion Prevention and Sediment Control Notes / Plans
- Signing and marking plans
- Signal modification layout
- Roadway cross sections

NEPA Reevaluation

Based on the current Environmental Division and Local Programs requirements, it is anticipated that a NEPA document reevaluation will be needed during the design phase along with the right-of-way plans submittal. The reevaluation provides updated plans and information to Local Programs for review and distribution to internal and external agencies to maintain NEPA compliance throughout the design process and until the project is complete. We anticipate providing TDOT a technical memorandum detailing the design revisions. If a full reevaluation is needed, **RaganSmith** will provide the Town with a supplemental request for the additional effort.

Permitting

RaganSmith will coordinate with the Tennessee Department of Environment and Conservation (TDEC) on the following permitting documents.

- Stormwater Pollution Prevention Plan (SWPPP)
- Notice of Intent (NOI)
- Notice of Coverage (NOC)

Project Bidding

RaganSmith will provide bid services for 1 construction bidding. The services will include:

- Prepare advertisement
- Prepare bid/contract book
- Prepare cost estimate
- Respond to pre-bid questions
- Attend pre-bid meeting
- Respond to any RFI prior to bidding
- Attend bid opening
- Tabulate bids
- Prepare contract award recommendation letter

Construction Administration

Once TDOT has issued the NTP for Construction, RaganSmith will assist with the following tasks:

- Requests for information (RFI) from the contractor
- Review of shop drawings and submittals
- Plan revisions / clarifications

The number and magnitude of construction administrative related tasks are unknown at this time. To allocate time and funding **RaganSmith** has budgeted 2 team members for up to 40 hours each to perform construction administrative duties as bulleted above.

Other Design Phase tasks

- TDOT Coordination
- Utility coordination
- Utility Certification
- Permit Certification
- QC/QA and plan refinement
- Submit for City review
- Revisions per City comment
- Submit Form 5-3
- Submit final Traffic Management Plan (TMP)
- Submit quantities / construction estimate
- Submit proposal contract
- Submit advertisement authorization checklist
- Submit Plans for TDOT review
- Revisions per TDOT comment

COMPENSATION

RaganSmith will provide the above Scope of Services for the following ***lump sum fees*** *(unless noted otherwise)*:

1.0 Design Phase	$68,000.00
2.0 Right-of-Way Phase	$136,500.00
Total Fee	$204,500.00

Excluded services are not limited to the list in this contract. We are bringing these exclusions to your attention to clearly reflect that these services are not included in the proposed scope. Only those services expressly identified in the proposed scope are included in the contract. For this reason, we ask that you pay special attention to the proposed scope to have a clear understanding of the services provided within this contractual agreement.

Services excluded at this time:

- Environmental technical studies
- Appraisals / review appraisals
- Right-of-way negotiation
- Title reports or closing services
- Roadway lighting
- Landscaping plans
- Railroad coordination

The above scope and fee are in addition to the original contract fees and any other previously issued addendums. All other terms and provisions of the referenced original contract and / or addendums shall remain in full force and effect.

We appreciate the opportunity to provide this proposal and look forward to working with you. If you agree to the terms, please sign, and return a copy which will serve as authorization to proceed with the work.

Sincerely,

RAGAN-SMITH-ASSOCIATES, LLC
(f/k/a RAGAN-SMITH-ASSOCIATES, INC.)

W. Lee Schumann
Vice President

Scott M. Niesen
Vice President

WLS / SMN: kal
Attachment

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____ Date: _____

Printed / Typed Name: _____ Title: _____

CONTRACT TERMS AND CONDITIONS

SCHEDULE OF SERVICES AND EXPENSES - The below hourly billing rates are current and effective as of the date of this agreement. Hourly rates will be based on the most current RaganSmith rate sheet when services are provided and are therefore subject to change.

PROFESSIONAL SERVICES

Classification	*Hourly Rate*
Principal	$350.00
Senior Project Manager	270.00
Senior Design Manager	260.00
Project Manager	225.00
Design Manager	225.00
Professional Engineer	210.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
• Construction Engineer	
Professional Land Surveyor	$185.00
Professional Landscape Architect	175.00
Planner	170.00

TECHNICAL SERVICES

Classification	*Hourly Rate*
Senior Designer	$170.00
Senior Technician	170.00
Designer	145.00
Technician	140.00
Administrative Assistant	120.00

FIELD SURVEY SERVICES

Classification	*Hourly Rate*
Survey Manager	$165.00
One Man Survey Crew	170.00
Two Man Survey Crew	230.00
Three Man Survey Crew	290.00
3-D Laser Scanning Survey Crew	315.00
Unmanned Aircraft Crew	340.00

CONSTRUCTION SERVICES

Classification	*Hourly Rate*
Construction Manager	$210.00
CEI Resident Engineer	180.00
Asphalt/Concrete Plant Manager	155.00
Senior Inspector	150.00
CEI Contract Specialist	140.00
Inspector	125.00

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Travel:	Cost + 10%
Travel and subsistence expenses (Lodging, meals, mileage, etc.)	
Subcontracts:	Cost +
Sundries / Review/Submittal Fees:	Cost + 10%
Printing/reproductions:	Commercial Rates

Review/submittal fees over $200 are to be paid by the client directly to the jurisdictional agency

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT – Ragan-Smith-Associates, LLC, as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from RaganSmith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of RaganSmith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

STANDARD OF CARE – RaganSmith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by RaganSmith.

CONCEALED OR UNKNOWN CONDITIONS – If conditions are encountered at the site that are concealed or unknown, then RaganSmith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST – When requested by the Client, RaganSmith will use its best efforts, experience, and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS – Client will grant or obtain free access to the site for all equipment and personnel necessary for RaganSmith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted RaganSmith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of RaganSmith nor the presence of RaganSmith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE – RaganSmith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Client and RaganSmith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of RaganSmith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to $100,000 or RaganSmith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

WAIVER OF CONSEQUENTIAL DAMAGE – RaganSmith and Client waive their right to recover consequential damages against each other, and RaganSmith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

PAYMENT TERMS – Client will be invoiced once each month for services performed during the preceding period. The terms of this Agreement are not based upon Client's financing or loan terms. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 ½%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance. Non-payment of invoices may result in work stoppage or delay.

LIEN RIGHTS – The parties agree that the design services provided by RaganSmith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of RaganSmith's services, and the parties agree that RaganSmith will have lien rights in and to the property to the extent of the services provided by RaganSmith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION – In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and RaganSmith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION – The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, RaganSmith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date

OWNERSHIP AND USE OF DOCUMENTS - If, in the pursuit and accomplishment of this work, RaganSmith's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and will not be a computer-generated copy, photocopy, or facsimile transmission of the original. Any use or reuse of original or altered CADD data/information by Client, agents of Client, or other parties without the prior review and written approval of RaganSmith shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold harmless RaganSmith from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of this data/information. All documents (drawings, plans, letters, notes, calculations, renderings, reports, models, specifications, exhibits and other documents) produced by RaganSmith are instruments of service and remain the property of RaganSmith and can only be used on the specific project for which they were produced. Any other use of the documents is strictly prohibited.

RaganSmith

May 12, 2023

VIA EMAIL: *tom.rose@townofsmyrna.org*

Mr. Tom Rose
Public Works Director
Town of Smyrna
315 South Lowry Street
Smyrna, Tennessee 37167

RE: LOWRY STREET (US41/70S/SR-1) STREETSCAPE PROJECT

Ragan-Smith-Associates, Inc. is pleased to provide the following proposal for surveying, NEPA documentation, preliminary engineering, ROW phase services, permitting and construction engineering inspection services for the above-referenced project, in accordance with this letter and the Contract Terms and Conditions, which is attached hereto and incorporated by reference.

Introduction

The Town of Smyrna, Tennessee, seeks to retain the services of a professional consultant engineering firm to provide services related to NEPA, Design, and Construction of Phase III of the Lowry Street (US41/70S/SR-1) Streetscape Project. This project involves the rehabilitation and addition of sidewalks, landscaping, and crosswalks along Lowry Street from Enon Springs Road to Sam Davis Road. This project received funding through the Multimodal Access Grant (MMAG) Program as a Tennessee Department of Transportation (TDOT) Locally Managed Program (PIN 132341.00). This project shall adhere to all applicable Federal and State regulations and requirements. The project shall be accomplished in accordance with the project application on which TDOT approval was based.

Scope of Work

RaganSmith has been asked to develop preliminary, right-of-way, and construction plans for the installation of curb and gutter, underground drainage, and sidewalk along the west side of S. Lowry Street from the intersection of Enon Springs Road to approximately 800' south of Sam Davis Road.

In addition, ***RaganSmith*** will coordinate with the TDOT Local Programs office to determine the required ADA pedestrian infrastructure needed at the north/southwest quadrants of the Enon Springs Road and Lowry Street intersection.

This work order pertains to the Preliminary Phase of this project. An additional work order will be issued at a later date to provide scope and fee for the Right-of-Way Phase and additional phases of this project.

1.0 – FIELD SURVEY AND DATA COLLECTION

RaganSmith will complete a full topographic survey guided by TDOT Survey Manual standards. All work will be performed under the supervision of a Professional Surveyor licensed in the State of Tennessee.

The survey corridor for S. Lowry Street will begin approximately 600' south of the Sam Davis intersection and end approximately 350' south of the Enon Springs intersection. From the northern termini, to approximately 1,450' south along S. Lowry Street, the survey corridor will extend from the existing centerline of the roadway to approximately 100' to the east. The remainder of the survey corridor will be 175' in width (100' to the east and 75' to the west measured from the existing centerline of the roadway).

Enon Springs Road will be surveyed from approximately 425' to the west of the S. Lowry Street intersection to approximately 325' to the east, with a corridor width of 150' centered on the existing centerline.

The scope for this task is further described below:

- Topographic features (terrestrial survey, drone, and laser scanning anticipated)
- Property survey / ROW establishment
    - Establish existing ROW of S. Lowry Street and Enon Springs within project limits
    - Establish front and side property boundaries for up to 13 properties within project limits
- Utility survey
    - Locate above and below ground utilities by field observation and TN One-Call information
- Drainage survey
    - Existing structure data collection
    - Inverts and pipe sizes
    - Previous design plans review (for drainage features)
- Process survey data to TDOT standards

Deliverables:

- Survey Cadd Drawings
- Digital Terrain Model
- Acquisition Table
- Utility Owner Contacts Table

2.0 – PROJECT MANAGEMENT AND COORDINATION

This task will consist of the following activities:

- Project meetings – consists of scheduling, setting the agenda, and producing meeting minutes for project meetings with the Town and other stakeholders
- Project coordination – consists of coordination of project progress and status, scheduled and impromptu coordination calls and meetings to keep the Town and other stakeholders generally informed on the project status, and subconsultant contracting and coordination
- Internal team meetings / action items / coordination
- Continuous coordination with agencies for status updates on all submittals
- Coordination with subconsultants
    - Contracting
    - Deadlines and project status
    - Requirement changes/avoidance issues/integration with other project elements
- Invoices on a monthly basis

Deliverables:

- Project Meeting Minutes
- Project Exhibits (as needed)

3.0 – ENVIRONMENTAL ASSESSMENT

This task will consist of the following activities:

- Jurisdictional determinations by QHP for streams/wetlands/conveyances
    - Field assessment
    - Hydrologic determinations (TDEC)
    - Jurisdictional determinations (USACE)
    - Wetland delineation
    - Field survey of environmental features (survey staff pickup flagged items)
    - Identify top of bank, bankfull, and top of normal water elevation
    - Ecology field data sheets to support determinations
    - Submit determinations for review
    - Site visit with TDEC and USACE for determinations
    - Inclusion of determinations in ecology report
- Rare, Threatened, or Endangered (RTE) species habitat review
    - Request and review IPAC report (informal federal database)
    - Review of TDEC database for potential RTE species
    - Bat habitat study
    - U.S. Fish and Wildlife coordination
    - Determination of impacts
    - Inclusion of data, coordination, and impacts in ecology report

Deliverables:

- Jurisdictional Determination report
- Rare, Threatened, or Endangered Species report

4.0 - NEPA DOCUMENTATION

RaganSmith has developed the following NEPA document scope based on our understanding and previous coordination with TDOT Environmental Division. Our expectation is the project will be developed as a D-List Categorical Exclusion submitted to TDOT based on the guidance contained in the *TDOT Local Government Guidelines for Completing the NEPA Process.*

The scope for this task is further described below:

1. Project review with TDOT and establish NEPA document level
   - 1.1. Complete environmental scoping process document with TDOT
   - 1.2. Inter-disciplinary coordination meeting
   - 1.3. Early inter-agency coordination/letters/initial package
     - 1.3.1. TDEC
     - 1.3.2. USACE
     - 1.3.3. FHWA
     - 1.3.4. USFWS
     - 1.3.5. TWRA
   - 1.4. Develop study area inventory
   - 1.5. Develop base mapping
   - 1.6. Determine class of action with TDOT/FHWA
   - 1.7. Records check for technical studies
   - 1.8. Distribute to local, state, federal agencies for comment
   - 1.9. Initial right-of-way impact assessment
2. Develop preliminary project purpose and need
3. Technical studies
   - 3.1. Ecology study
     - 3.1.1. Desktop assessment for features
     - 3.1.2. Field assessment
     - 3.1.3. Feature mapping on topographic and aerial layout
     - 3.1.4. Feature photo log, map of photos and KMZ files
     - 3.1.5. Coordination with agencies and response to comments
     - 3.1.6. Collaboration with design for minimization and avoidance of features
     - 3.1.7. Determination of ecology impacts
     - 3.1.8. Preparation of technical study report
     - 3.1.9. Incorporate environmental commitments
   - 3.2. Jurisdictional determinations by QHP for streams/wetlands/conveyances
     - 3.2.1. Field assessment
     - 3.2.2. Hydrologic determinations (TDEC)
     - 3.2.3. Jurisdictional determinations (USACE)
     - 3.2.4. Wetland delineation
     - 3.2.5. Field survey of environmental features (survey staff pickup flagged items)
     - 3.2.6. Identify top of bank, bankfull, and top of normal water elevation
     - 3.2.7. Ecology field data sheets to support determinations
     - 3.2.8. Submit determinations for review
     - 3.2.9. Site visit with TDEC and USACE for determinations
     - 3.2.10. Inclusion of determinations in ecology report
   - 3.3. Rare, Threatened, or Endangered (RTE) species habitat review
     - 3.3.1. Request and review IPAC report (informal federal database)
     - 3.3.2. Review of TDEC database for potential RTE species

- 3.3.3. Bat habitat study
- 3.3.4. U.S. Fish and Wildlife coordination (formal)
- 3.3.5. Determination of impacts
- 3.3.6. Inclusion of data, coordination, and impacts in ecology report

3.4. Farmland conversion to transportation use
- 3.4.1. Desktop analysis to determine classification of existing farmland
- 3.4.2. Asses impacts and document class of action

3.5. Floodplains
- 3.5.1. Review Flood Insurance Rate Map (FIRM)
- 3.5.2. Assess impacts
- 3.5.3. Prepare maps and exhibits
- 3.5.4. Determine class of action and environmental commitments

3.6. Air quality
- 3.6.1. Provide transportation conformity analysis

3.7. Noise
- 3.7.1. Determine classification of project type
- 3.7.2. Complete full noise analysis for Type 1 project
  - 3.7.2.1. Data Collection
  - 3.7.2.2. Identification of Noise-Sensitive Land Uses
  - 3.7.2.3. Determination of Existing Noise Levels
  - 3.7.2.4. Prediction of Future Noise Levels
  - 3.7.2.5. Determination of Noise Impacts
  - 3.7.2.6. Report Preparation

3.8. Cultural resources
- 3.8.1. Archaeological resources
  - 3.8.1.1. Determine Area of Potential Effects (APE)
  - 3.8.1.2. Review TDOA files
  - 3.8.1.3. Review NRHP files
  - 3.8.1.4. Review historic site inventories
  - 3.8.1.5. Review cultural resource surveys
  - 3.8.1.6. Review historic atlases, maps, Sanborn and aerials
  - 3.8.1.7. Review environmental characteristics
  - 3.8.1.8. Field assessment with visual inspection
  - 3.8.1.9. Limited subsurface testing (shovel test pits)
  - 3.8.1.10. Recover and curation of artifacts (if found)
  - 3.8.1.11. Assessment of potential significance
  - 3.8.1.12. Preparation of Archaeological Site Survey Record for TDOA
  - 3.8.1.13. Preparation of site mapping, graphics, photographs and exhibits
  - 3.8.1.14. Preparation of Phase I archaeological survey report
- 3.8.2. Architectural/historical resources
  - 3.8.2.1. Determine Area of Potential Effects (APE)
  - 3.8.2.2. Review TN-SHPO files
  - 3.8.2.3. Review NRHP files
  - 3.8.2.4. Review historic site inventories
  - 3.8.2.5. Review cultural resource surveys
  - 3.8.2.6. Review historic atlases, maps, Sanborn and aerials
  - 3.8.2.7. Review environmental characteristics
  - 3.8.2.8. Field assessment with visual inspection
  - 3.8.2.9. Assessment of structures more than 50 years of age

3.8.2.10. Assessment of potential significance
3.8.2.11. Preparation of site mapping, graphics, photographs and exhibits
3.8.2.12. Preparation of Historic Architecture Survey Report
3.8.3. TN SHPO coordination
3.8.4. Section 106 coordination
3.9. Native American consultation
3.9.1. Provide requested information to TDOT per local programs guidelines
3.9.2. Report consultation comments
3.9.3. Determine impacts
3.9.4. Incorporate environmental commitments
3.10. Hazardous materials
3.10.1. Review Environmental Database Research Results
3.10.2. Review historic topographic maps, Sanborn, and aerials
3.10.3. Review environmental characteristics
3.10.4. Evaluate historic and current property uses
3.10.5. Review EPA and State/local database and permit actions
3.10.6. Site visit with visual assessment
3.10.7. Complete site mapping, graphics, photographs and exhibits
3.10.8. Assessment of environmental significance
3.10.9. Complete hazmat technical studies document
3.10.10. Prepare Hazardous Materials statement
3.10.11. Incorporate Environmental Commitments
3.11. Pedestrian/bicycle
3.11.1. Review pedestrian and bicycle facilities
3.11.2. Assess impacts
3.12. Environmental justice
3.12.1. Review census data
3.12.2. Determine potential EJ populations
3.12.3. Assess impacts
3.12.4. Provide analysis graphics, data and results to TDOT
3.12.5. Prepare EJ statement
3.13. Environmental commitments

4. Finalize technical studies reports

5. Prepare environmental document including the following topics per Local Programs Requirements
5.1. Project funding
5.2. Project introduction
5.3. Project background
5.4. Existing conditions
5.5. Project development
5.5.1. Purpose and need statements
5.5.2. Range of alternatives discussion
5.5.3. Public involvement discussion
5.6. Project design
5.6.1. Existing conditions and layout
5.6.2. Selected alternative
5.6.3. Right-of-way
5.6.4. Displacements and relocations
5.6.5. Changes in access control

5.6.6. Traffic control measures and access disruption
5.7. Environmental studies
5.7.1. Includes all technical studies
5.7.2. Includes all agency coordination
5.8. Document maps, graphics, exhibits, and photographs
5.9. Document certification

6. Submittals
6.1. Submit draft NEPA document to TDOT for review/comment
6.2. Revise NEPA document per TDOT comment
6.3. Submit NEPA document to FHWA for review/comment
6.4. Revise NEPA document per FHWA comment
6.5. Package and submit NEPA document for final approval

Deliverables:
- *Technical Study Reports*
- *Draft/ Final NEPA D-List CE Document and Appendices*
- *Project Commitments*

5.0 – PRELIMINARY ENGINEERING PHASE

RaganSmith will develop preliminary roadway design plans guided by TDOT standards under the supervision of Professional Engineers licensed in the State of Tennessee.

Anticipated design features:
- Design speed (Lowry Street) – 45 mph / posted speed 40 mph
- Narrowed shoulder (if needed) with curb and gutter
- 5-foot sidewalks along the west side of the road
- Preliminary underground drainage
- ADA accessible crossings at side roads and driveways
- Preliminary pedestrian signal accommodations at the Enon Springs Road intersection

The preliminary design plan set will include the following sheets:
- Title Sheet
- Typical Sections
- Preliminary Right-of-Way Acquisition Table
- Present Layouts
- Proposed Layouts
- Proposed Profiles
- Sideroad Profiles
- Driveway Profiles
- Signing and Marking Sheets
- Culvert Section(s)
- Roadway Cross Sections

RaganSmith will host up to two coordination meetings with TDOT to discuss the ADA improvements at the intersection of Enon Springs Road and Lowry Street and the potential impacts to the state right-of-way and existing railroad crossing. Design revisions based on these meetings will be coordinated with Town staff and documented through meeting minutes.

Deliverables:

- Preliminary Roadway Plans Set (Approximately 30%)
- TDOT design meeting minutes

Compensation

RaganSmith will provide the above ***Scope of Services*** on a lump sum basis with the maximum fee as summarized below.

1.0 FIELD SURVEY AND DATA COLLECTION	***$ 49,000***
2.0 PROJECT MANAGEMENT AND COORDINATION	***$ 12,500***
3.0 ENVIRONMENTAL ASSESSMENT	***$ 7,000***
4.0 NEPA DOCUMENTATION	***$ 35,000***
5.0 PRELIMINARY ENGINEERING PHASE	***$ 42,000***
TOTAL FEE	***$145,500***

RaganSmith will not exceed the lump sum fee detailed above without authorization from the Town of Smyrna. Individual task amounts are provided for budgeting purposes only. ***RaganSmith*** reserves the right to reallocate amounts among tasks as necessary.

Right-of-way design, right-of-way acquisition phase services, final design services, environmental permitting, bid phase services, and construction engineering and inspection services are included in this contract but have not been estimated herein and are not yet established. At such time as these services are defined, ***RaganSmith*** will provide a supplement for these services to the Town.

Should additional services be required outside the Scope of Services outlined in this agreement, said services shall be mutually agreed to in writing prior to commencing and billed at an hourly rate in accordance with the attached Contract Terms and Conditions. Travel, shipping, printing, government fees and other such expenses directly related to the project will be billed at cost and are included in the fees above. Invoices will be submitted monthly and are due and payable within 30 days of invoice date.

Schedule

The services will be provided as expeditiously as practical with the goal of meeting a mutually agreed upon schedule.

We appreciate the opportunity to provide this professional service agreement to you. If you agree to the terms, please sign and return a copy of this agreement that will serve as authorization to proceed.

Sincerely,

RAGAN-SMITH-ASSOCIATES, INC.

W. Lee Schumann, P.E.
Project Manager

Scott M. Niesen, P.E.
Vice President

WLS/SMN:djb

Enclosures

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____ ***Date:*** 8/8/2023

Printed/Typed Name: Mary Esther Reed ***Title:*** Mayor

CONTRACT TERMS AND CONDITIONS

RaganSmith

SCHEDULE OF SERVICES AND EXPENSES - The below hourly billing rates are current and effective as of the date of this agreement. Hourly rates will be based on the most current RaganSmith rate sheet when services are provided and are therefore subject to change.

PROFESSIONAL SERVICES

Classification	*Hourly Rate*
Principal	$255.00
Senior Project Manager	225.00
Senior Design Manager	225.00
Project Manager	200.00
Design Manager	200.00
Professional Engineer	175.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
• Construction Engineer	
Professional Landscape Architect	$160.00
Professional Land Surveyor	155.00
Planner	155.00

TECHNICAL SERVICES

Classification	*Hourly Rate*
Senior Designer	$150.00
Senior Technician	145.00
Designer	125.00
Technician	125.00
Administrative Assistant	95.00

FIELD SURVEY SERVICES

Classification	*Hourly Rate*
Survey Manager	$155.00
One Man Survey Crew	160.00
Two Man Survey Crew	215.00
Three Man Survey Crew	270.00
3-D Laser Scanning Survey Crew	295.00
Unmanned Aircraft Crew	320.00

CONSTRUCTION SERVICES

Classification	*Hourly Rate*
Construction Manager	$190.00
CEI Resident Engineer	165.00
Asphalt/Concrete Plant Manager	140.00
Senior Inspector	130.00
CEI Contract Specialist	120.00
Inspector	105.00

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Travel:	Cost
Travel and subsistence expenses (Lodging, meals, mileage, etc.)	
Subcontracts:	Cost
Sundries / Review/Submittal Fees:	Cost
Printing/reproductions:	Commercial Rates

Review/submittal fees over $200 are to be paid by the client directly to the jurisdictional agency

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT – Ragan-Smith-Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from RaganSmith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of RaganSmith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

STANDARD OF CARE – RaganSmith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by RaganSmith.

CONCEALED OR UNKNOWN CONDITIONS – If conditions are encountered at the site that are concealed or unknown, then RaganSmith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST – When requested by the Client, RaganSmith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS – Client will grant or obtain free access to the site for all equipment and personnel necessary for RaganSmith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted RaganSmith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of RaganSmith nor the presence of RaganSmith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE – RaganSmith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Client and RaganSmith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of RaganSmith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to $100,000 or RaganSmith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

WAIVER OF CONSEQUENTIAL DAMAGE – RaganSmith and Client waive their right to recover consequential damages against each other, and RaganSmith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

PAYMENT TERMS – Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 ½%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

LIEN RIGHTS – The parties agree that the design services provided by RaganSmith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of RaganSmith's services, and the parties agree that RaganSmith will have lien rights in and to the property to the extent of the services provided by RaganSmith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION – In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and RaganSmith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION – The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, RaganSmith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date

OWNERSHIP AND USE OF DOCUMENTS - If, in the pursuit and accomplishment of this work, RaganSmith's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and will not be a computer-generated copy, photocopy, or facsimile transmission of the original. Any use or reuse of original or altered CADD data/information by Client, agents of Client, or other parties without the prior review and written approval of RaganSmith shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold harmless RaganSmith from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of this data/information. All documents (drawings, plans, letters, notes, calculations, renderings, reports, models, specifications, exhibits and other documents) produced by RaganSmith are instruments of service and remain the property of RaganSmith and can only be used on the specific project for which they were produced. Any other use of the documents is strictly prohibited.

STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the 8th day of August, 2023, 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 **Ragan-Smith-Associates, Inc.**, herein further referenced and identified as ("Vendor") in order to amend the terms of the Agreement, including all attachments, exhibits, or any actual or virtual documents or writing, including, but not limited to, all any "clickwrap," "clickthrough" or "click and accept" agreement or other Terms of Service scheduled for presentation to the Town Council for approval on the 8th day of August, 2023.

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 8th day of August, 20 23; 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 Vendor agrees, to the fullest extent permitted by law, to indemnify and hold harmless The Town, its officers, directors, and employees, against all damages or liabilities, to the extent caused by the Vendor's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Vendor 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 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. STANDARD OF CARE: Vendor shall provide its services in accordance with the normal degree of care and skill of other reputable engineers providing similar services on similar projects of like size and nature at the same time and in the same locale as the project that is the subject of this Agreement. .

11. SOFTWARE DEADLINE, TESTING AND ACCEPTANCE: If applicable to the Agreement, software provided by Vendor shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of the Agreement and this Addendum thereto, unless the Agreement states a specific date which is before or after said deadline. In Addition, software provided by Vendor to the Town is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets the Town's needs. The Town shall have seven (7) business days after the software is installed to perform testing of the software using the Town's data. The Town shall provide Vendor with

written notice of acceptance or rejection of the software five (5) business days or less after the end of the testing period. If the Town does not provide timely written notice of acceptance or rejection to Vendor, the software shall be deemed to be accepted by the Town. If the software is rejected, the Town may, at its sole discretion, either (1) return the software and receive a refund of all fees paid with respect thereto, or (2) allow Vendor to repair or replace the software, without charge, in a timely manner. In the event the Town elects to allow the Vendor to repair or replace the software, the Town shall have an additional (7) business days in which to accept or reject the software as laid out hereinabove.

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

13. UNILATERAL MODIFICATION OF AGREEMENT NOT PERMITTED: Vendor may make unilateral changes to its Privacy Policy, provided any such changes are subject to the provisions of this Addendum, shall not alter this Addendum, and shall not materially alter the use of the service or reduce the level of protection provided to the Town at the time of the execution of this Agreement. Except as provided in the preceding sentence, notwithstanding anything in the Agreement to the contrary, any change to the Agreement made by Vendor that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by the Town's Clerk and approved as to form by the Town Attorney are subject to the terms and conditions of this Addendum, and shall not alter this Addendum and 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.j.
Department: Public Works
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with ELI Engineering to perform engineering design services for a pedestrian crossing on Rock Springs Road near Montgomery Way and Paul Johns Park.

Fiscal Impact:
Design fees for this project are estimated at $57,365. Currently under GL Account Number 320-43100-949 there is $200K in the budget for design and construction of the pedestrian crossing.

Contract Type:
Professional Services Contract

Contract Term (if applicable):
Standard Terms and Conditions apply.

Background:
The Public Works Department has had repeated complaints about people trying to cross Rock Springs Road from Montgomery Way to go to Paul Johns Park. Since there is no stop condition at the intersection of Rock Springs and Montgomery Way, sometimes motorists do not stop at the mid-block crossing for pedestrians. Public Works has requested ELI Engineering to evaluate the crossing and provide plans to increase visibility for pedestrians to cross safely. This project area was identified in the SS4A Action Plan as an area with crashes involving vulnerable users which included pedestrians, cyclists, and/or mobility device users.

Summary:
For this project, ELI will be evaluating various early alert systems for motorists to make them aware of pedestrians in the crosswalk. They will prepare construction plans and an engineering cost opinion for the construction.

Recommended Council Action:
Staff recommends the Council approve the Mayor to sign the agreement with ELI Engineering.

Attachments:

1. ELI_RSR at Montgomery Way_Agreement

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Smyrna, Tennessee** (Owner) and **Energy Land & Infrastructure, LLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Rock Springs Road at Montgomery Way Pedestrian Improvements** (Project). Engineer's services under this Agreement (Services) are generally identified as **survey and design of pedestrian mobility and safety improvements at the intersection of Rock Springs Rd and Montgomery Way.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer. Refer to Appendix 3 – Scope of Services for details.

2.01 Owner's Responsibilities

A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within the following specific time period: **6 months from the Effective Date of this Agreement**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

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4.01 Invoices and Payments

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.00**.

E. Basis of Payment

1. Hourly Rates. Owner shall pay Engineer for Services as follows:

a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

b. Engineer's Standard Hourly Rates are attached as Appendix 1.

c. The total compensation for Professional Services is estimated to be $**57,365.00**

F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

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a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this

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Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall, to the extent permitted by law, indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from

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all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or two-times (2x) the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the laws of the state in which the Project is located.

L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

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B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates
Appendix 2, Reimbursable Expenses Schedule
Appendix 3, Scope of Services

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This Agreement's Effective Date is _____.

Owner:	Engineer:
Town of Smyrna, Tennessee	**Energy Land & Infrastructure, LLC**
(name of organization)	(name of organization)
By: _____	By: _____
(authorized individual's signature)	(authorized individual's signature)
Date: _____	Date: 10/28/25
(date signed)	(date signed)
Name: Mary Esther Reed	Name: Timothy L. Haggard, PE, RLS
(typed or printed)	(typed or printed)
Title: Mayor	Title: Associate Vice President
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
Town of Smyrna	Energy Land & Infrastructure, LLC
315 S. Lowry Street	745 S. Church Street, Suite 801
Smyrna, TN 37167	Murfreesboro, TN 37130
Designated Representative:	Designated Representative:
Name: Tom Rose	Name: Heath Sain, PE
(typed or printed)	(typed or printed)
Title: Public Works Director	Title: Sr. Engineer/Project Manager
(typed or printed)	(typed or printed)
Address:	Address:
Town of Smyrna/Public Works Dept.	Energy Land & Infrastructure, LLC
315 S. Lowry Street	745 S. Church Street, Suite 801
Smyrna, TN 37167	Murfreesboro, TN 37130
Phone: 615-267-5007	Phone: 931-409-8336
Email: Tom.Rose@townofsmyrna.gov	Email: Heath.Sain@eli-llc.com

APPROVED AS TO FORM:

_____

Town Attorney

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APPENDIX 1: ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Professional Staff Rates

Project Director/Sr. Principal Engineer	$235
Operations Manager/Discipline Lead	$235
Program Manager/Principal Engineer	$219
Senior Project Manager	$219
Project Manager	$182
Assistant Project Manager	$162
Senior Engineer/Engineer V	$177
Engineer IV	$162
Engineer III	$141
Engineer II	$125
Engineer I	$115
Intern	$83
CAD Manager	$146
Senior CAD Designer	$125
CAD Designer I	$94
CAD Technician II	$89
CAD Technician I	$73

CEI Staff Rates

CEI Manager	$219
CEI Team Leader (Specialty) Sr./RPR.	$162
CEI Project Manager/RPR	$141
Sr Construction Inspector	$125
Construction Inspector	$115
Sr Construction Support Tech	$94
Construction Support Tech.	$83

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Survey Staff Rates

Director of Survey	$203
Survey Manager (Office Level)	$172
Senior R/PLS | Assistant Survey Manager	$156
R/PLS | Survey/SUE Team Leader	$146
Survey /SUE Project Manager	$136
Lead Survey Technician	$120
Senior Survey Technician/Senior CAD Technician	$104
Survey Technician /CAD Technician	$94
Professional Land Surveyor (R/PLS) .	$130
Sr Survey/SUE Crew Chief	$104
Survey/SUE Crew Chief	$94
Sr Survey/SUE Technician	$83
Survey/SUE Technician	$73
Survey Crew (4-Person)	$302
Survey Crew (3-Person)	$234
Survey Crew (2-Person)	$166
Survey Crew (1-Person)	$151
UAS/UAV Photogrammetry Crew	$291
UAS/UAV LiDAR Crew	$296
Mobile Scan Crew	$260

Administrative Staff Rates

Senior Administrative Professional	$94
Administrative Professional	$62

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APPENDIX 2: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis.

Photocopies (8.5”x11”)	$ 0.12/page
Copies of Drawings (half-size black & white)	$ 0.35/sheet
Copies of Drawings (full-size black & white)	$ 2.00/sheet
Mileage (auto)[1]	$ Current GSA Rate/mile
Air Transportation	at cost
Laboratory Testing	at cost
Third-Party Inspections or Observation	at cost
Meals and Lodging for Overnight Travel	at cost or current GSA Rates for State and/or Federally Funded Projects

Notes:

[1]Owner will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

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APPENDIX 3: SCOPE OF SERVICES

Project Understanding

The work is generally described as survey, design, and contract documents for pedestrian mobility and safety improvements at the intersection of Rock Springs Road and Montgomery Way. The Project Limits will generally be described as extending approximately 300 feet along each leg of the 3-leg intersection. To enhance pedestrian safety, the project will include design of an overhead pedestrian hybrid beacon or "HAWK" (High intensity Activated crossWalK) beacon for traffic control.

The project scope will be generally based upon a concept plan presented to the Owner via digital pdf delivery dated July 3, 2025, entitled "Pedestrian Crossing Options". The scope includes further development, review, and assessment to determine the most suitable approach for the project considering site distance, mobility, safety, and construction feasibility.

More specifically, the work will be subdivided into the following Scope Items:

Scope Item 1: Survey

1.1. Roadway Database Survey

1.1.1. ELI will perform a roadway database survey for the anticipated affected limits of the project to serve as the basis for engineering design. The digital terrain model (DTM) width will be 100' centered on existing Rock Springs Road and Montgomery Way. ELI will employ traditional field-run ground survey methods to collect topographic and roadway features. Evidence of sub-surface utilities such valve boxes, manholes, pull boxes, meters, cabinets, and vaults along with any painted, flagged, or otherwise marked evidence of buried utility line locations as provided by TN811 or other owner provided utility locates will be collected. No quality level "A" or quality level "B" S.U.E. will be included under this scope of services. Right-of-way lines will be resolved throughout the survey limits. Deliverables will include planimetric features, contours, and a digital terrain model. CAD deliverables will be in Bentley OpenRoads Designer (ORD) format per TDOT CADD standards. The utility model will be excluded from the delivery.

1.2. Right-of-Way and Easement Acquisition Staking

1.2.1. Right-of-way and/or Easement acquisition is not anticipated for this project; however, any staking of proposed right-of-way and/or easement acquisition parcels is **excluded** from the BASIC Services of the Engineer. These services can be added to this Agreement in accordance with the terms included herein and approval and execution of a completed Amendment to this Agreement.

1.3. Right-of-Way and Easement Acquisition Parcel Exhibits and Descriptions

1.3.1. Right-of-way and Easement Acquisition Exhibits and Descriptions for the affected parcels are **excluded** from these BASIC Services of the Engineer. These services can be added to this Agreement in accordance with the terms included herein and approval and execution of a completed Amendment to this Agreement.

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Scope Item 2: Roadway Design

ELI will prepare Roadway Design Plans in accordance with TDOT's Roadway Design Guidelines and current Town of Smyrna roadway design standards. The Roadway Design Plans will be prepared to generally conform to TDOT's current MicroStation and ORD CAD standards and will be delivered in two phases including Preliminary Plans and Construction Plans more particularly described as follows:

2.1 Preliminary Plans:

2.1.1 Preliminary Plans will consist of the following sheets:

- Title Sheet with Index
- Roadway Typical Sections
- Present Layout Sheets
- Proposed Layout Sheets
- Mainline/Sideroad Profiles
- Preliminary Signing and Marking

2.1.2 Preliminary Plans submittal and Review

ELI will submit Preliminary Plans (Electronic PDF Copy) to the Town for review and comment. ELI will meet with the Owner to discuss staff comments. Following this review meeting, ELI will revise the plans based on the comments received and direction from the review meeting. ELI will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting.

2.1.3 Preliminary Engineer's Opinion of Probable Construction Costs

ELI will prepare a limited opinion of the probable construction cost of the proposed improvements. Given broad variability in factors that impact construction cost, ELI can only provide limited information based on recent historical cost of similar facilities constructed in the project area. Opinions made on the basis of experience and judgment do not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. ELI may apply contingency at an amount desired by the Owner to opinions for probable cost.

2.2 Construction Plans:

2.2.1 Following Owner concurrence and acceptance of the Preliminary Plans, ELI will begin preparation of the Construction Plans consisting of the following sheets:

- Title Sheet
- Index and Standard Drawings
- Estimated Roadway Quantities
- Roadway Typical Sections
- General Notes

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- Special Notes
- Detail Sheets
- Present Layout
- Proposed Layout
- Mainline/Sideroad Profiles
- Erosion Prevention and Sediment Control Plans
- Traffic Control Plans
- Signing and Marking
- Signal (HAWK Beacon) Plans

2.2.2 Final Engineer's Opinion of Probable Construction Cost

ELI will prepare a limited opinion of the probable construction cost of the proposed improvements. Given broad variability in factors that impact construction cost, ELI can only provide limited information based on recent historical cost of similar facilities constructed in the project area. Opinions made on the basis of experience and judgment do not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. ELI may apply contingency at an amount desired by the Owner to opinions for probable cost.

2.2.3 Construction Plans Submittal and Review

ELI will submit Right-of-Way Plans (Electronic PDF Copy) to the Owner for review and comment. ELI will meet with Town staff to discuss their comments. Following this review meeting, ELI will revise the plans based on the comments received and direction from the review meeting. ELI will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting. The final Construction Plans will be signed and sealed by a State of Tennessee Licensed Professional Engineer.

Scope Item 3: Utility Coordination and Deconfliction

3.1. Preliminary Utility Coordination

3.1.1. Early Notification

Upon receiving Project notice to proceed, ELI will provide a notification to the potentially affected utility owners along the project corridor. The notification to each utility owner will consist of a project map and a letter requesting that the utility company review the project map to determine if they own facilities within the project limits. The letter will request a written response from each utility.

3.1.2.Preliminary Plan Distribution

Upon completion of Preliminary Plans, ELI will distribute said plans to the identified utility owners within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project on their existing facilities.

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The letter will request preliminary relocation plans from each utility and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the Preliminary plans.

3.1.3.Utility Coordination Meeting

ELI will prepare for and host a utility coordination meeting as part of this task. Known impacted utility companies will be invited to attend a coordination meeting to discuss potential utility relocations within the project limits. ELI will document the discussions and decisions made during the meeting and distribute a copy to the meeting attendees. Utility Owners will be responsible for identifying utility conflicts within the project limits and the design and relocation of their facilities.

3.2. Final Utility Coordination

3.2.1.Construction Progress Plan Distribution

Upon nearing completion of the Construction Plans, ELI will distribute the progress plan set to utility owners identified in task 3.1 above. The submittal to each utility owner will consist of an electronic set of plan drawings, information detailing any design changes made since the Preliminary Plan distribution, and a letter requesting that the utility company review the potential impacts of the proposed project on their facilities and prepare final utility relocation plans.

3.2.2.Construction Plans Review Meeting

During the Construction Plans final design phase, if there are any changes made to the design plans that will impact final utility relocation plans, ELI will submit the revised plans to the utility owners. Via this task, utility companies will also be invited to attend the Construction Plans review meeting. **ELI will not perform any utility relocation design services as part of this task**. **Any special studies, analysis, or calculations required for right-of-entry or construction within utility right-of-way or easements are also excluded**. It is understood that each utility owner will design, provide plans for, and construct their respective utility relocations.

Scope Item 4: Environmental Permitting

4.1 Storm Water Pollution Prevention Plan (SWPPP) Preparation

Land disturbance activities are expected to be minimal for this project and well below the threshold requiring an NPDES Permit Application.

4.2 National Pollutant Discharge Elimination System (NPDES) Permit Application

Based on the assumed impact of the project improvements on the surrounding environment, it is assumed that an NPDES General Permit for Storm Water Discharges Associated with Construction Activity will NOT be required for the project.

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Preparation of technical studies or applications for other project-specific environmental permits are not part of this task. If additional environmental permits are required by TDEC, USACE, or any other agency, those permits can be provided by ELI in accordance with Additional Services clause of the Agreement (Paragraph 4.01 F).

Scope Item 5: Bid Phase Services

5.1. Proposal Contract (Bid Book) Preparation

ELI will prepare a proposal contract in accordance with Town of Smyrna standards and requirements. ELI will prepare technical specifications for those items that are not covered by TDOT or Town of Smyrna specifications. The remainder of the technical specifications will be based upon TDOT's Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, specifications, required special provisions, and an 11" x 17" plan set. The proposal contract will be submitted to the Town of Smyrna for approval. Upon authorization from the Town, ELI will complete the Proposal Contract document for the project and will print and deliver 10 bound copies of the plans and Proposal Contract to the Town.

5.2. Bid Assistance

ELI will assist the Town with drafting the advertisement for bids and conduct one pre-bid meeting with potential bidders. ELI will be responsible for plans distribution during the bid phase. ELI will assist the Town with requests for information (RFI) that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. ELI will conduct the bid opening and meet with Town of Smyrna staff following the bid opening to assist with bid review. In addition, ELI will tabulate the bids received and evaluate the compliance of the bids with the bidding documents. ELI will prepare a written summary of this tabulation and evaluation. ELI will submit the bid tabulation and other required documentation to the Town for review and approval to award the contract to the lowest responsive bidder.

ELI Scope Item 5 Deliverables:

- Draft Proposal Contract (one electronic copy in Adobe PDF format) to the Town
- Final Proposal Contract (one electronic copy in Adobe PDF format) to the Town
- Plans Package and Proposal Contract copies for bidders (ten bound copies)
- Responses to bidder questions (one electronic copy in Adobe PDF format)
- Bid tabulation and recommendation of lowest responsive bidder submittal to the Town (one electronic copy in Adobe PDF format)

Scope Item 6: Construction Phase Services

6.1 Limitations of Basic Services

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Construction Phase Services are included in the Basic Services but do not include the services of a Resident Project Representative or materials testing. It shall be the responsibility of the Engineer to attend, chair and keep minutes of preconstruction conferences, and provide copies of minutes to all attendees, make periodic site visits, attend, chair and keep minutes of construction progress meetings, review shop drawings, make interpretations and clarifications, assist the Owner in payment to the Contractor, and to assist the Owner in preparation of closeout documents. Other services are available as part of the Agreement should the Owner request such services in writing, in accordance with Agreement paragraph 4.01 F.

6.2 Meetings

Construction Phase meetings are expected to be limited to one (1) Preconstruction Conference, two (2) Construction Progress meetings, and three (3) periodic site visits.

6.3 Third-Party Inspections or Construction Observation

Any third-party inspections or construction observation required by utility owners before or during construction is excluded from this Scope of Services.

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Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.k.
Department: Public Works
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with Tennessee Department of Transporation Local Programs for the Old Nashville Highway Sidewalk project.

Fiscal Impact:
Currently, the Old Nashville Highway Sidewalk project is in Design Phase. This contract provides an 80/20 split on Design and ROW costs. We have an approved budget of $20K for the Local share of Design Fees which will cover the cost of the design fees for this fiscal year.

Contract Type:
Contract Change Order /Amendment

Contract Term (if applicable):
This contract is with TDOT Local Programs for the duration of the Old Nashville Highway Sidewalk Project.

Background:
This project was originally awarded a CRRSAA Grant but that grant was revoked by the Federal Government. This grant was replaced with STBG and HIP Grant Funds. We just completed the NEPA portion of the project and are in Design Phase. This area was identified in the ADA Transistion Plan and Self Evaluation as an area that needed ADA access improvements.

Summary:
This project includes replacement of sidewalk and ramps along both sides of Old Nashville Highway from Enon Springs to Rock Springs Road to provide ADA compliance through this corridor.

Recommended Council Action:
Staff recommends the Town Council approve the Town Mayor to sign the contract.

Attachments:
1. ONH from Enon to Rock Sprints PIN 132615

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2208

WILL REID
COMMISSIONER

BILL LEE
GOVERNOR

November 7, 2025

The Honorable Mary Esther Reed
Mayor, Town of Smyrna
315 South Lowry Street
Smyrna, TN 37167

Re: Old Nashville Highway, from Enon Springs Road West to Rock Springs Road
Smyrna, Rutherford County
PIN: 132615.00
Federal Project Number: HIP-C/STP-M-1059(18)
State Project Number: 75LPLM-F3-115
Agreement Number: 220045

Dear Mayor Reed:

I am attaching an amendment to the original contract to this letter. The amendment changes the Federal Project Number on the project. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Robert Harris at 615-253-5880 or robert.harris@tn.gov.

Sincerely,

Mike Gilbert

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

Amendment Number:	**1**
Agreement Number:	**220045**
Project Identification Number:	**132615.00**
Federal Project Number:	**HIP-C/STP-M-1059(18)**
State Project Number:	**75LPLM-F3-115**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20___ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and TOWN OF SMYRNA (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Old Nashville Highway, from Enon Springs Road West to Rock Springs Road

1. Federal Project Number HIP-C-M-1059(18) is deleted in its entirety and replaced with the following:

Federal Project Number HIP-C/STP-M-1059(18)

2. The language of Agreement #220045 dated May 12, 2022 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment **1** .

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

TOWN OF SMYRNA

By: _____ _____
Mary Esther Reed **Date**
Mayor

APPROVED AS TO FORM AND LEGALITY

By: _____ _____
Jeffery L. Peach **Date**
Attorney

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____ _____
Will Reid **Date**
Commissioner

APPROVED AS TO FORM AND LEGALITY

By: _____ _____
Leslie South **Date**
General Counsel

By: _____ _____
Steve Allen **Date**
Director, Local Programs & Community Investments Division

EXHIBIT "A" for AMENDMENT **1**

Agreement #: **220045**
Project Identification #: **132615.00**
Federal Project #: **HIP-C/STP-M-1059(18)**
State Project #: **75LPLM-F3-115**

Project Description: Old Nashville Highway, from Enon Springs Road West to Rock Springs Road. This project will provide needed ADA upgrades along a portion of Old Nashville Highway between Enon Springs Road and Rock Springs Road to connect residential areas to commercial areas. These improvements include removing and replacing non-compliant sidewalks, adding/replacing ADA compliant ramps, regrading and resurfacing existing crosswalks, and adding crosswalks, striping and signage. It will also include upgraded pedestrian signals along the route.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Miscellaneous Safety Improvements

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	STBG-U	80	0	20	$147,960.00
PE-NEPA	HIP-CU	100	0	0	$80,000.00
PE-DESIGN	STBG-U	80	0	20	$58,870.00
RIGHT-OF-WAY	STBG-U	80	0	20	$50,000.00
CONSTRUCTION	LOCAL	0	0	100	$223,056.00
CONSTRUCTION	STBG-U	80	0	20	$686,724.00
CEI	STBG-U	80	0	20	$93,658.00
TDOT ES	STBG-U	80	0	20	$9,366.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: HIP: 23 U.S.C. Section 133 (b)(1) and (b)(4) Highway Infrastructure Program funds allocated or subject to allocation to the Agency; STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.I.
Department: Public Works
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute the contract proposal with Barge Design Solutions for Survey, NEPA/Environmental and Design for the Intersection Improvements SR-266 Sam Ridley Parkway and SR-266 Jefferson Pike.

Fiscal Impact:
Total cost $ 299,792.00

Contract Type:
Original Contract

Contract Term (if applicable):
64 weeks from time of contract execution

Background:
This project is for extending the existing left-turn lane and providing an additional left-turn lane from SR-266 Sam Ridley Parkway eastbound onto SR-266 Jefferson Pike eastbound. This project has received $ 1 million dollars in Carbon Reduction Program (CRP) grant funds through TDOT.

Summary:
Barge Solutions will provide the following scope of services in accordance with the Tennessee Department of Transportation (TDOT) Local Programs Development office for Survey, NEPA/Environmental and Design for the Intersection Improvements SR-266 Sam Ridley Parkway and SR-266 Jefferson Pike.

Recommended Council Action:
Staff recommends approval of this contract proposal.

Attachments:
1. Barge TOS Proposal Sam Ridley at Jeferson Rev0 11062025_signed

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 Barge Design Barge Design Solutions 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; 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.

Rachel Back, Vice President
Barge Design Solutions

VENDOR OR AGENT

VENDOR OR AGENT

MAYOR OF SMYRNA, TENNESSEE

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for The Town of Smyrna (Client) for extending the existing left-turn lane and providing an additional left-turn lane from SR-266/Sam Ridley eastbound onto SR-266 Jefferson Pike eastbound. Services will include NEPA/Environmental, Survey, utility coordination, geotechnical, and plans preparation to Final Construction Plans stage. Barge Design Solutions (Barge) will follow Tennessee Department of Transportation (TDOT) Local Programs Development Office (LPDO) guidelines and utilize TDOT Standard Drawings for design development. Opinions of probable cost and final quantities will be based on TDOT standard items and quantified as outlined in TDOT Design Guidelines and 2021 Standard Specifications. This document is organized into the following sections:

I. Project Description
II. Scope of Services
III. Project Schedule
IV. Assumptions
V. Compensation
VI. Additional Services

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide surveying, design, environmental, traffic, Right of Way (ROW) acquisition, and geotechnical services for the extension of the existing left-turn lane and the addition of a second left-turn lane from SR-266/Sam Ridley eastbound onto SR-266 Jefferson Pike located in the Town of Smyrna as per the concept below. The proposed improvements will require adjustments to the existing signalization, assuming the ability to re-use the existing poles and hardware, and adjustments to lighting at the intersection.

II. Scope of Services

The scope of services is summarized into the following major tasks:

Task 1 – Project Management
Task 2 – Surveying Services
Task 3 – NEPA/Environmental
Task 4 – Preliminary Plans
Task 5 – ROW Plans
Task 6 – ROW Exhibits and Legal Descriptions
Task 7 – Utility Coordination/Certification
Task 8 – Final Construction Plans Design
Task 9 – Bidding Assistance

The following sections provide a description of the purpose, activities, and deliverables anticipated for each of the tasks. Throughout the following tasks, Barge will manage the activities of our staff and coordinate regular status meetings with the Town of Smyrna.

Task 1 – Project Management

Barge will plan, manage, and execute the work in accordance with the schedule and budget established herein. The project management task will generally include the following activities:

- Facilitate project initiation meeting with Client to identify key project stakeholders for distribution of project information, discuss pertinent data, project staffing, and organization, and present project work plan and initial schedule.
- Perform general project management duties including supervising and coordinating the project team and monitoring of project progress, costs, schedule, and work to complete.
- Coordinate regular status meetings with Client staff, prepare meeting agenda, and prepare meeting summaries with action items and decisions. These meetings will occur as part of each project task.
- Prepare and submit monthly invoices and project status reports. Communicate potential scope changes, schedule impacts, and cost risks to allow for timely guidance from client staff to manage change.

Deliverables:

The following deliverables will be provided as part of this task:

- Project Initiation Meeting Agenda and Summary
- Meeting Agenda and Summaries
- Monthly Progress Reports and Invoices

Task 2 – Surveying Services

Barge proposes to provide survey services based on State Plane Coordinates and performed in accordance with TDOT Survey standards. A topographic survey will be performed based on a corridor width of 150'. Existing roadway features will be located, including signs, mailboxes, roadway surfaces, drainage features, and environmental features. Utilities will be located based on One-Call markings with above ground appurtenances being located, including valves, manholes (top & inverts), poles, fire hydrants, etc. ROW and property lines will be located based on a combination of available plans, property corners located and deed descriptions.

Deliverables:

The following deliverables will be provided as part of this task:

- .dgn of Topographic Survey

Task 3 – NEPA/Environmental Services

The purpose of this Task is to prepare a NEPA document including necessary agency consultation scoping letters and required public meeting efforts. Barge will complete the environmental technical studies indicated herein as required by the TDOT and/or Federal Highway Administration (FHWA) to sufficiently satisfy NEPA documentation for the project. The NEPA Phase services have been divided into the following:

Task 3.1 – Document Coordination

Barge anticipates that a NEPA D-List Categorical Exclusion (CE) document would be appropriate for the proposed work. Barge will obtain agency concurrences and produce supplemental information to attach to the CE form and letter. The required figures and resource maps will be produced or obtained by Barge and will be attached to the CE. The CE form, letter, and supplemental information, including attachments, will be sent to the Town for review and approval prior to submitting to TDOT. Barge will incorporate comments and submit the updated CE to TDOT for review. Barge will address TDOT and FHWA comments and prepare a final version of the CE and supplemental documentation. If the TDOT point-of-contact (POC)/technical reviewer provides any additional comments, these comments will also be incorporated into the CE for final TDOT and FHWA approval.

In addition to the CE document and associated correspondence, it is anticipated that the above subject project could result in TDOT and/or FHWA requiring public meetings as well as technical studies for Hazardous Materials, Archaeology/Cultural Resources, Air and Noise, and Ecology.

Task 3.2 – Stakeholder Engagement

This phase includes a Formal Public Meeting which will be advertised and provide a briefing on the project status, as well as an opportunity for the public to ask questions and make comments for the record. At least one public meeting is required for the NEPA process and will meet the requirements for public involvement according to TDOT's Public Involvement Plan (PIP). The PIP will be used as a guide, adhering to the Title VI requirements. This meeting will be attended by three (3) Barge staff, along with key Town staff, and is expected to last approximately four (4) hours. Barge will develop the presentation materials (PowerPoint, Poster Boards or other

graphics), provide a written summary, and will record and report the public comments received. Graphics will include static renderings of proposed improvements.

Task 3.3 – Technical Studies

As a part of the NEPA phase, the need for certain technical studies will be determined. The potential need for four specific technical studies has been identified and included in this scope of work. They include the following:

- *Task 3.3a – Ecology Field Review;*
- *Task 3.3b – Hazardous Materials study*;
- *Task 3.3c – Archaeology/Cultural Resources study*; and
- *Task 3.3d – Air & Noise study*.

Task 3.3a – Ecology Field Review

Prior to beginning fieldwork, available literature will be reviewed to gain an understanding of the areas of interest. We will also review pertinent data from past Town projects along the corridor, if available. National Wetlands Inventory (NWI) maps, U.S. Geological Survey (USGS) topographic maps, infrared aerial photographs, the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soils maps, and aerial imagery will be reviewed to determine the potential presence and likelihood of waters of the U.S., including wetlands, within the areas of interest. Additionally, consultation with the U.S. Fish and Wildlife Service (USFWS) will be conducted to determine if there are any species of concern that may exist within the project area.

During field work, Barge's ecologists certified in wetland delineation methodologies will perform a Natural Resources technical review of the project study area. A Professional Wetland Scientist (PWS) and TN Qualified Hydrologic Professional (QHP) will identify and delineate all waters of the US/State (i.e. wetlands and streams) and perform a hydrologic determination of any questionable headwater channels. In addition to potentially jurisdictional waters, Barge will review the project study area for any federally threatened or endangered species and/or their habitat. A summary report will be prepared for the Town's review prior to submittal to TDOT or FHWA.

Task 3.3b – Hazardous Materials study

Barge will complete a review of the chain of site records, local/state/federal regulatory databases, readily available aerial photography, and USGS Topographic Maps and USDA NRCS Soil Surveys and perform a site reconnaissance of the project corridor. A final report will be prepared including a site vicinity map, documenting any noteworthy findings, including proposed actions and recommendations, such as a Phase II ESA (if required). The report will be submitted to TDOT's Hazardous Materials section for review and concurrence.

Task 3.3c – Archaeology/Cultural Resources study

If needed, Barge will complete an archaeological survey of the project study area. The archaeological survey will closely follow all guidelines for Phase I archaeological surveys as defined by the State of Tennessee Division of Archaeology (TDOA). The records at the TDOA will be reviewed and searched along the project corridor and a Phase I archaeological survey

of the project study area will be conducted. After the survey, a fully illustrated technical report in letter form, meeting Tennessee State Historic Preservation Office (TN-SHPO) standards, for the project study area will be submitted.

Task 3.3d – Air & Noise study
If needed, Barge will complete a noise and air quality analysis for the project study area. The noise analysis will consist of identification of noise-sensitive land uses, noise data collection and measurements, prediction of future noise levels, and determination of noise impacts. The air quality analysis will consist of establishing project conformity and conducting a mobile source air toxins evaluation. Finally, a summary report will be prepared for both noise and air quality analysis.

Deliverables:

The following deliverables will be provided as part of this task:

- Completed and approved D-List CE document
- Includes Preliminary Plans developed to stage appropriate for NEPA document submittal.

Task 4 – Preliminary Design

In this task, Barge will develop Preliminary Plans for inclusion with the NEPA document as well as Final Preliminary Plans for submittal to TDOT for review and approval.

Task 4. 1 – Project Initiation & Kickoff

Barge will conduct a kick-off meeting with the Client to discuss in detail the scope of the project, schedule for meetings, deliverable dates, lines of communication, desired elements, and identification of risks and the measures of success for the project.

Task 4.2 – Geotechnical Investigation

TTL will provide Geotechnical investigations and reports for use in plan development.

Foundation borings
This work includes two soil test borings, one for each assumed relocated steel pole. Borings will be extended to auger refusal, and 10 feet of refusal materials will be explored from each boring. TTL assumes coordination for property access will be provided by others. Fee estimate assumes TTL can compete work during the work week between 7am-5pm while off existing ROW.

Pavement Cores
The work includes advancing two additional borings in the existing roadway. In these borings, the pavements will initially be cored to determine pavement thickness. Then the boring will be extended to at least 5 feet below existing grade to document the pavement section and supporting subgrade materials. Upon completion, the borings will be backfilled with cuttings

and a patch of like materials applied where pavements are penetrated. Insitu testing of the subgrade materials is not included, nor is performing laboratory CBR testing. Fee estimate assumes TTL can complete work during the work week between the hours of 9am-3pm while on existing ROW. Additional fees will be incurred if TTL is required to perform work on weekends or overnight.

TTL assumes that pavement borings will require traffic control and have included a provision for up to 1 day of traffic control for a lane reduction to complete the borings. Permits for lane reductions or excavation in the existing roadway, if required by the local municipality or TDOT, are NOT included. TTL assumes these items will be obtained by others if required.

Upon completion of field work, TTL will perform laboratory testing on recovered soil and rock samples and prepare a report of with recommendation for design and construction for the sign foundations. A detailed pavement design is not included and is assumed to be provided by TDOT.

Task 4.3 – Preliminary Plans

Plans will include horizontal alignment, vertical alignment, preliminary drainage design, typical sections, cross-sections (50' interval) slope limits, approximate easements, and ROW impacts. Following completion of preliminary design, Barge and the Town will have a review meeting to discuss the design. Any changes to the design will be incorporated into the plans during the ROW phase. Plans will be prepared by following the TDOT LP Preliminary plan check list and in accordance with the TDOT Design Guidelines. Early utility coordination will occur in this phase.

Deliverables:

The following deliverables will be provided as part of this task:

- Preliminary Plans
- Geotechnical Report

Task 5 – Final ROW Plans

Following the preliminary plan review, Barge will continue plans development. Recommendations from the preliminary plan review and Geotechnical investigations will be incorporated into the design. Items to be provided in the ROW plan phase include:

- Typical sections
- ROW acquisition table and plan
- Present sheets
- ROW detail sheets
- Proposed sheets with 90% drainage design
- Profiles, side road profiles, driveway profiles
- Cross-sections
- EPSC plans (roadway & utility)

- Preliminary traffic control plans
- Preliminary signal plans
    - Will include locations of poles, cabinet, conduit, and pull boxes.
    - Will maintain the steel strain pole and span wire configuration (i.e., will not change to mast arm).
    - Will maintain the existing signal cabinet and foundation in its current location.
    - Will maintain the two (2) existing signal poles and foundations along the east side of Sam Ridley Parkway (SR-266)/Nissan Drive (SR-102) in their current locations.
    - Will evaluate new locations for the two (2) signal poles and foundations along the west side of Sam Ridley Parkway (SR-266)/Nissan Drive (SR-102) to accommodate the road widening.
    - Perform an AGi32 photometric analysis to establish optimal luminaire mounting heights and revised pole placement geometry required to maintain target illuminance and uniformity ratios along the widened roadway cross-section. The expected roadway length for lighting analysis and design is approximately 1000 feet along Sam Ridley Parkway.
- Prepare roadway lighting plan sheets based on the finalized AGi32 photometric analysis results.
- Utility coordination will continue during the ROW phase.

Following plan preparation and determination of ROW impacts, Barge and the Town will have a review meeting. Comments will be addressed, and Barge will provide a final ROW plan set to be used during the acquisition phase and an Opinion of Probable Cost. Plans will be prepared by following the TDOT LPDO ROW plan checklist and in accordance with the TDOT Design Guidelines.

Deliverables:

The following deliverables will be provided as part of this task:

- Final ROW Plans

Task 6 – ROW Exhibits and Legal Descriptions

Prepare exhibits and legal descriptions for use by the Town to include the area being taken in the proposed right-of-way acquisition. These exhibits will be prepared using the easements together with the required ROW. It is assumed that the Town will be acquiring ROW in compliance with the Uniform Act and LPDO procedures.

Task 7 – Utility Coordination/Certification (to be included in Supplementary Scope)

This task will consist of working with utility owners to identify conflicts and to establish relocation requirements. During this task, Barge will:

- Make initial contact with utility owners to identify/verify location and service information.

- Prepare notices and agenda for utility coordination meeting.
- Lead one utility coordination meeting at Final Preliminary Plans.
- Identify and help to resolve potential utility conflicts.
- Prepare and distribute utility coordination meeting minutes.
- Prepare the Utility Certification package and deliver to TDOT LPDO.

Task 8 – Final Construction Plans Design (to be included in Supplementary Scope)

- Complete ROW Plans with design detailed per TDOT design guidelines.
- Finalize quantities and OPCC.
- Develop Bid Book.
- Facilitate 90% review meeting.

Final Design

- Secure TDOT permits for work within the right-of-way.
- Finalize Bid Book.

Task 9 – Bidding Assistance (to be included in Supplementary Scope)

Barge will provide bidding assistance to the Town. Assistance to be provided includes preparing advertisement, posting bid documents (as applicable), attending bid opening, and providing award recommendation.

III. Project Understandings, Assumptions, and Exclusions

A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. Design fee is based on project limits referenced in this document
2. For purposes of developing anticipated project management efforts, the project is assumed to include a 9-month NEPA/environmental period and a 7-month design period to Final ROW Plans.
3. Barge will attend 1 – kick-off meeting, 1 – Preliminary plan, and 1 – ROW review. Expenses for four additional coordination meetings are included. In addition to planned meetings in person, Barge will attend up to two virtual coordination meetings per month.
4. Traffic Impact Study is not required
5. Offsite improvements for public infrastructure (water/sewer/gas/roadway/etc.) is not required
6. Design will not be phased, and one set of construction documents will be produced
7. Barge will have access to the site and adjoining areas, as required.
8. Permit, recording fees, etc., are to be paid by the Town.
9. Schedule is dependent upon the timely receipt of critical information. Information to be provided by others will be received in a timely manner.
10. Easements for utilities or other site requirements are assumed to be secured by others.
11. The Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of

pricing, and that Barge's OPCC is made based on Barge's professional judgment and experience. Barge makes no warranty, expressed or implied that the bids or the negotiated cost of the work will not vary from Barge's OPCC.

12. Geotechnical investigations for signal and lighting poles is not required.
13. Structural analysis for signal and lighting poles is not required.

B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.
   1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.) – including NEPA Re-evaluations
   2. Additional studies for NEPA Approval (i.e., hazardous materials, cultural resources)
   3. Design revisions requested by those outside the project team and stakeholders beyond the schematic design phase.
   4. Public involvement
   5. Utility relocation design.
   6. The following items are excluded from the surveying phase:
      - Staking alignments
      - Survey updates
      - Aerial control
      - Stake soil borings
      - Subsurface Utility Engineering (SUE) Services
      - Traffic signal timing development.
      - Electrical design including load and voltage drop calculations.

IV.Project Schedule

The preliminary project schedule is shown in the table below.

Tasks	Task Duration
1.NEPA/Environmental	36 weeks
2.Preliminary Design	12 weeks
3.TDOT Coordination and Reviews	4 weeks
4.Final ROW Plans	12 weeks

The above durations do not include Town or TDOT review time. Barge and the Town are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Scope of Services. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

V. Compensation

The cost to complete the scope of work as defined in the tasks above is provided in the fee summary table below. Town agrees to pay Barge for time worked on the project by various personnel plus applicable outside services and other expenses properly charged to the project.

Fee Summary Table

Items	Fee Type	Fee Amount
A. Project Management	Lump Sum	$14,039
B. Surveying	Lump Sum	$19,606
C. NEPA/Environmental Document	Lump Sum	$43,455
D. Preliminary Plans	Lump Sum	$96,132
E. ROW Plans	Lump Sum	$126,560
TOTAL	**Lump Sum**	**$299,792**

VI. Additional Services

Additional engineering support services, including but not limited to the items listed below, can be provided upon request and approval of detailed scope and fee by the Client.

- ROW Staking
- Permitting and permit fees
- Landscape design
- Structural wall design
- Structural design of box culverts/bridges
- Pole foundation design
- Utility design
- NEPA reevaluation, if needed
- High-level active computer animated renderings or animations
- Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.m.
Department: Planning
Date: December 9, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with TischlerBise, Inc. for the Impact Fee Study update.

Fiscal Impact:
Proposed lump sum fee of $55,200.

Contract Type:
Original Contract

Contract Term (if applicable):
Lump sum fee of $55,200 to be paid over the term of the project, estimated to be 4 months.

Background:
The impact fee ordinance requires that the Town update the study that the various rates are based on at least every 5 years. The last update was performed in 2023. Some communities require an update every 3 years, but it varies around the country. The Town Council budgeted $35,000 in the FY 25-26 budget for this update.

Summary:
The consultant the Town has used for impact fees since the very beginning in 1999 is Duncan Associates. All of the principals in that firm have retired as of this year and the firm is being shut down. Clancy Mullen, who has done the lion's share of the work for the Town since the beginning, recommended two different firms to the Town as potential replacements. Proposals were received and informal interviews conducted with both individuals/firms. TischlerBise is the firm that is recommended to conduct the study update. The proposal is at a cost of $55,200, which is more than the budgeted amount. It is staff's belief that the Town has been receiving a repeat customer discount from the previous consultant, as every update conducted over the past 20 years has cost the same amount of $35,000. I have attached the draft contract and proposal.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. TOS Standard Agreement 2025 TB Impact Fee Study
2. Smyrna, TN Proposal

AGREEMENT

This Agreement is made and entered into as of this 9th day of December, 2025, by and between TischlerBise, a _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of the Update to the Impact Fee Study.

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

By: _____
Name: Mary Esther Reed
Title: Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

BIDDER:

By: _____
Title: President

ATTEST:

TischlerBise
FISCAL | ECONOMIC | PLANNING

Proposal for **Impact Fee Study**

Submitted to
Town of Smyrna, Tennessee

October 9, 2025

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Section 5. Work Plan and Schedule 25

Section 1. **Firm Qualifications and Experience**

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies and related revenue strategies. Our firm has been providing consulting services to public agencies for over thirty-five years. In this time, we have prepared over **1,000 fiscal/economic impact evaluations and over 1,100 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies. The graphic depicts our vast fiscal/economic impact experience with clients nationwide.

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland and Boise, Idaho. The firm's legal address is:

Principal Office
L. Carson Bise, AICP, President
4701 Sangamore Rd, Suite 240
Bethesda, MD 20816
301.320.6900 x12 (w)
carson@tischlerbise.com

TischlerBise consistently exceeds our client's expectations, which is due in large part to the **heavy involvement of our highly skilled principal-level professionals.** And we are proud of the fact that most of our clients retain TischlerBise for return engagements. There are several areas that make our qualifications unique:

- **Unsurpassed Expertise.** Our qualified professionals bring an unparalleled depth of experience to this assignment. We have managed over 1,100 impact fee studies across the country – more than any other firm.
- **Innovators.** TischlerBise has been at the forefront of developing unique and innovative approaches for impact fees, that are largely based on the client's policy objectives, backed by rigorous primary

data development and expert analysis. For example, TischlerBise has developed and refined methodologies for determining persons per housing unit and vehicle trip rates by size and type of housing.

- **National Thought Leaders.** Two of the TischlerBise principals for this assignment are considered national thought leaders on the subjects of impact fees, infrastructure financing strategies and fiscal/economic sustainability. Carson Bise recently Chaired the American Planning Association's Paying for Growth Task Force and was recently named an Affiliate of the National Center for Smart Growth Research & Education. Mr. Bise also serves on the Board of Directors for the Growth and Infrastructure Consortium, where he is a frequent presenter at the annual conference. Both Mr. Bise and Julie Herlands are frequent speakers on impact fees and infrastructure financing at the state and national level for the American Planning Association, National Association of Homebuilders, Urban Land Institute and the Government Finance Officers Association.
- **Consensus Builders.** Our seasoned Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees. We have unsurpassed experience as consensus builders working with a broad cross-section of urban, suburban and rural communities across the country.

Tennessee Experience

An important factor to consider related to this work effort is our relevant experience working in the State of Tennessee, which makes us intimately familiar with local government revenue structures, as well as the planning and growth management issues facing the Town. The following table summarizes TischlerBise's fiscal and economic consulting assignments in the State of Tennessee.

State of Tennessee Assignments			
Chattanooga	Collierville	Germantown	Knox County
Nashville-Davidson County	Memphis	Shelby County	Williamson County
Hendersonville	Portland	Murfreesboro	Springfield
Tipton County	Lebanon	Eagleville	

National Impact Fee Experience

TischlerBise is the national leader in advancing the "state of the practice," particularly as it relates to impact fees and financing methods. For example, TischlerBise pioneered impact fees by housing size and/or bedroom count, tiered transportation fee schedules, techniques for mitigating high fees for nonresidential development, and integrating impact fees as part of an overall funding strategy. A summary of our National impact fee experience outside of Tennessee is shown below.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
AL	Baldwin County		◆							◆			
AL	Daphne		◆					◆	◆	◆			
AL	Fairhope		◆					◆	◆	◆		◆	
AL	Foley		◆					◆	◆	◆			
AL	Gulf Shores		◆					◆	◆	◆			
AL	Orange Beach		◆					◆	◆	◆		◆	
AR	Bentonville			◆	◆			◆	◆	◆		◆	
AR	Siloam Springs		◆	◆	◆			◆	◆	◆			
AZ	Apache County	◆											
AZ	Apache Junction		◆					◆	◆	◆		◆	◆
AZ	Avondale		◆	◆	◆			◆	◆	◆		◆	◆
AZ	Buckeye		◆	◆	◆			◆		◆		◆	◆
AZ	Bullhead City		◆					◆		◆			◆
AZ	Camp Verde	◆						◆		◆		◆	◆
AZ	Carefree	◆	◆		◆						◆		◆
AZ	Casa Grande		◆	◆				◆	◆	◆		◆	◆
AZ	Cave Creek		◆	◆	◆					◆	◆		◆
AZ	Cochise County	◆											
AZ	Coolidge		◆	◆			◆	◆	◆	◆			◆
AZ	Dewey-Humboldt		◆					◆	◆	◆		◆	◆
AZ	El Mirage			◆	◆			◆	◆	◆			◆
AZ	Eloy			◆	◆			◆		◆		◆	◆
AZ	Flagstaff	◆	◆					◆	◆	◆		◆	◆
AZ	Florence		◆	◆	◆			◆		◆			
AZ	Gilbert		◆		◆			◆	◆			◆	
AZ	Glendale			◆	◆	◆		◆	◆	◆		◆	◆
AZ	Goodyear		◆	◆	◆			◆	◆	◆		◆	
AZ	Holbrook			◆	◆		◆						
AZ	Lake Havasu City		◆										
AZ	Maricopa	◆	◆					◆	◆	◆	◆	◆	◆
AZ	Navajo County	◆	◆						◆				
AZ	Northwest Fire District								◆				
AZ	Peoria	◆	◆					◆	◆	◆	◆	◆	◆
AZ	Phoenix		◆				◆	◆	◆	◆	◆	◆	
AZ	Pinal County	◆	◆					◆		◆			
AZ	Pinetop-Lakeside		◆					◆		◆	◆		◆
AZ	Prescott	◆											
AZ	Queen Creek		◆	◆	◆			◆	◆		◆	◆	◆

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
AZ	Safford			◆	◆								
AZ	San Luis		◆	◆	◆	◆		◆	◆	◆			
AZ	Scottsdale			◆	◆								
AZ	Sedona		◆			◆		◆		◆			◆
AZ	Show Low	◆	◆	◆	◆			◆		◆		◆	
AZ	Sierra Vista		◆					◆	◆	◆	◆	◆	
AZ	Somerton		◆	◆	◆	◆		◆	◆	◆			
AZ	Springerville	◆		◆	◆								
AZ	Surprise		◆	◆	◆			◆	◆	◆		◆	◆
AZ	Taylor	◆	◆					◆	◆	◆			◆
AZ	Tolleson	◆	◆	◆	◆	◆		◆	◆				◆
AZ	Tucson		◆										
AZ	Wellton		◆	◆	◆	◆		◆	◆	◆			
AZ	Yuma		◆	◆		◆		◆	◆	◆	◆		◆
CA	Avenal		◆	◆		◆	◆	◆	◆	◆		◆	
CA	Banning		◆					◆	◆	◆			◆
CA	Butte County		◆					◆	◆			◆	◆
CA	Chino Hills		◆	◆		◆				◆			
CA	Clovis			◆									
CA	Corcoran			◆	◆			◆		◆			◆
CA	El Centro							◆	◆	◆		◆	◆
CA	Grass Valley		◆	◆	◆	◆		◆	◆	◆			◆
CA	Half Moon Bay		◆	◆				◆		◆	◆		
CA	Hemet		◆			◆		◆	◆	◆	◆	◆	◆
CA	Imperial County	◆											
CA	Maywood	◆											
CA	National City							◆	◆	◆		◆	
CA	Rancho Cucamonga									◆			
CA	Suisun City		◆							◆			◆
CA	Temecula		◆	◆	◆			◆		◆	◆	◆	◆
CA	Tulare		◆	◆	◆	◆		◆	◆	◆	◆	◆	◆
CA	Visalia									◆		◆	◆
CO	Adams County		◆										
CO	Arapahoe County		◆										
CO	Boulder		◆					◆	◆	◆	◆	◆	
CO	Castle Rock		◆			◆		◆	◆	◆	◆		◆
CO	Colorado Springs		◆										
CO	Eaton			◆	◆			◆		◆	◆		◆

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
CO	Erie		◆					◆		◆	◆		◆
CO	Evans		◆										
CO	Garfield County		◆										
CO	Greeley		◆	◆					◆	◆			
CO	Johnstown		◆					◆	◆	◆	◆	◆	◆
CO	Longmont		◆						◆				◆
CO	Louisville	◆	◆					◆		◆	◆	◆	◆
CO	Montezuma County		◆										
CO	Pitkin County		◆										
CO	Pueblo		◆										
CO	Steamboat Springs							◆	◆	◆	◆		◆
CO	Thornton		◆			◆		◆	◆	◆			◆
CO	Vail		◆										
DE	New Castle County			◆				◆	◆	◆		◆	◆
DE	State of Delaware		◆					◆	◆				
GA	Atlanta		◆					◆	◆	◆		◆	◆
GA	Calhoun	◆											
GA	Douglas County	◆	◆					◆	◆	◆		◆	
GA	Douglasville	◆	◆					◆		◆			
GA	Effingham County		◆	◆	◆			◆		◆		◆	
GA	Forsyth County		◆										
GA	Gordon County	◆							◆	◆		◆	
GA	Henry County		◆										
GA	Roswell		◆						◆	◆			
IA	West Des Moines									◆			
ID	Caldwell	◆											
ID	Canyon County	◆											
ID	Hailey		◆	◆	◆			◆	◆	◆	◆	◆	◆
ID	Hayden		◆					◆		◆			
ID	Kellogg			◆				◆		◆			
ID	Kootenai County Fire & Rescue								◆				
ID	Nampa	◆	◆	◆	◆			◆	◆	◆	◆		
ID	Post Falls	◆	◆					◆		◆			
ID	Sandpoint		◆						◆	◆	◆		
ID	Shoshone Fire District								◆				
ID	Victor		◆					◆	◆	◆			
IL	Evanston	◆	◆		◆					◆		◆	

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
LA	Covington			◆	◆								
MD	Anne Arundel		◆										
MD	Brunswick							◆		◆			◆
MD	Calvert County		◆					◆	◆				
MD	Caroline County												
MD	Carroll County					◆			◆	◆		◆	◆
MD	Cecil County		◆					◆	◆				◆
MD	Charles County		◆							◆			
MD	Dorchester County	◆						◆					
MD	Easton	◆	◆					◆	◆	◆			◆
MD	Frederick		◆										
MD	Frederick County		◆					◆	◆	◆		◆	◆
MD	Hagerstown		◆					◆		◆			◆
MD	Hampstead				◆			◆		◆			
MD	Harford County	◆											
MD	Ocean City	◆											
MD	Queen Anne's County	◆						◆	◆	◆	◆	◆	◆
MD	Salisbury	◆	◆	◆	◆			◆	◆	◆	◆		◆
MD	Snow Hill	◆						◆	◆	◆			◆
MD	Talbot	◆	◆							◆		◆	◆
MD	Washington County							◆					
MD	Westminster		◆		◆					◆			◆
MD	Wicomico		◆										
MD	Worcester					◆				◆		◆	◆
ME	Portland		◆	◆						◆			
MN	Woodbury			◆	◆	◆							
MO	Nixa			◆	◆			◆		◆			◆
MO	Nixa Fire Protection District								◆				
MS	Madison							◆	◆	◆	◆		
MT	Belgrade	◆	◆	◆	◆				◆	◆			
MT	Big Sky			◆									
MT	Bozeman		◆	◆	◆				◆				
MT	Flathead County		◆						◆				
MT	Gallatin County	◆	◆						◆				
MT	Gallatin County Fire Districts								◆				
MT	Great Falls	◆											
MT	Madison	◆											
MT	Manhattan			◆	◆								

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
MT	Missoula							◆	◆	◆	◆		◆
MT	Missoula County							◆	◆	◆			
MT	Polson			◆	◆					◆			
MT	Ravalli	◆											
NC	Cabarrus County												
NC	Camden County												
NC	Catawba County												
NC	Chatham County												
NC	Creedmoor			◆	◆								
NC	Currituck County												
NC	Durham												
NC	Greenville		◆						◆	◆			
NC	Jacksonville	◆		◆	◆								
NC	Nags Head							◆		◆			◆
NC	Orange County									◆	◆		
NC	Pasquotank												
ND	Minot											◆	◆
NM	Albuquerque		◆					◆	◆	◆			
NM	Las Cruces			◆	◆								
NV	North Las Vegas	◆							◆				
NV	Nye County		◆			◆		◆	◆	◆			
NV	Washoe County		◆										
OH	Delaware							◆	◆	◆			◆
OH	Lebanon		◆							◆			
OH	Pickerington	◆	◆					◆		◆			◆
OH	Sunbury							◆					◆
OK	Edmond			◆	◆								
RI	East Greenwich								◆	◆	◆		◆
RI	Middletown			◆				◆	◆	◆			◆
SC	Aiken County	◆				◆	◆						
SC	Beaufort County	◆						◆		◆			
SC	Clemson		◆	◆			◆	◆					
SC	Clinton		◆	◆		◆	◆	◆					
SC	Easley	◆				◆	◆	◆					
SC	Georgetown County	◆				◆	◆			◆			
SC	Greer	◆											
SC	Horry County					◆	◆	◆		◆			
SC	Inman					◆	◆	◆					

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
SC	Jasper County					◆	◆	◆					
SC	Lancaster County					◆	◆	◆					
SC	Lexington County, SC					◆	◆						
SC	Pageland		◆	◆		◆	◆	◆					
SC	Summerville	◆					◆	◆			◆		
SC	Tega Cay		◆			◆		◆					
SC	Woodruff					◆	◆	◆					
SC	York County	◆					◆	◆			◆		
UT	American Fork	◆	◆	◆						◆			
UT	Brigham City	◆											
UT	Clearfield	◆		◆	◆	◆				◆			
UT	Clinton City		◆	◆	◆	◆			◆	◆	◆		
UT	Draper		◆		◆	◆			◆	◆	◆		
UT	Farmington		◆	◆	◆	◆		◆	◆	◆	◆		
UT	Hyde Park		◆	◆	◆					◆			
UT	Kaysville		◆	◆						◆			
UT	Logan	◆	◆	◆	◆	◆		◆		◆	◆		
UT	Mapleton			◆	◆	◆			◆	◆	◆		
UT	North Logan	◆	◆	◆	◆					◆	◆		
UT	Pleasant Grove	◆	◆	◆	◆			◆	◆	◆			
UT	Salt Lake County					◆				◆			
UT	Sandy City		◆			◆		◆	◆		◆		
UT	South Valley Sewer District	◆		◆									
UT	Spanish Fork	◆		◆	◆	◆				◆			
UT	Springville									◆			
UT	Wellsville		◆	◆	◆				◆	◆			
UT	West Jordan		◆	◆	◆	◆		◆	◆	◆			
UT	Woods Cross	◆		◆	◆					◆			
VA	Chesterfield County		◆						◆	◆		◆	
VA	Fauquier County		◆					◆	◆				
VA	Goochland County		◆										
VA	Henrico County		◆							◆		◆	
VA	Isle of Wight County								◆	◆			
VA	Prince George County							◆	◆	◆		◆	◆
VA	Prince William County		◆										
VA	Spotsylvania County		◆										
VA	Stafford County		◆										
VA	Suffolk			◆	◆								

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
VA	Sussex County	◆											
WI	Eau Claire		◆	◆	◆	◆				◆			
WV	Jefferson County							◆	◆	◆			◆
WY	Casper	◆	◆						◆	◆			
WY	Pinedale	◆		◆	◆				◆	◆	◆		◆
WY	Teton County		◆										

Innovation

TischlerBise has been the national leader in advancing the state of the practice as it relates to impact fee calculations. For example, TischlerBise has developed unique methodologies for calculating "progressive" demand indicators for not only persons per housing unit (household), but also the development of jurisdiction-specific average daily vehicle trip generation rates, using US Census Bureau data and Institute of Transportation Engineer formulas. These methods not only improve proportionality, but also promote housing equity. In addition, TischlerBise has developed unique impact fee methodologies to assist communities with the implementation of land use policies intended to address sprawl, congestion, and other growth management issues by helping to direct growth to planned development zones. Using GIS and data from local traffic models, TischlerBise developed an innovative tiered road impact fee methodology to allocate the cost of road improvements by Traffic Analysis Zone (TAZ) based on vehicle miles of travel (VMT). As density and mix of development increase in urban areas, VMT decreases due to shorter trips and more walking, bicycling, and transit use. This results in lower impact fees in areas where communities are attempting to encourage infill development.

Public Engagement Experience

We realize a key element of the Town's assignment involves the presentation and dissemination of the impact fee findings to a diverse set of stakeholders. In addition to our vast experience with stakeholder groups as part of our impact fee assignments, TischlerBise has extensive community and public outreach experience as demonstrated by the following examples:

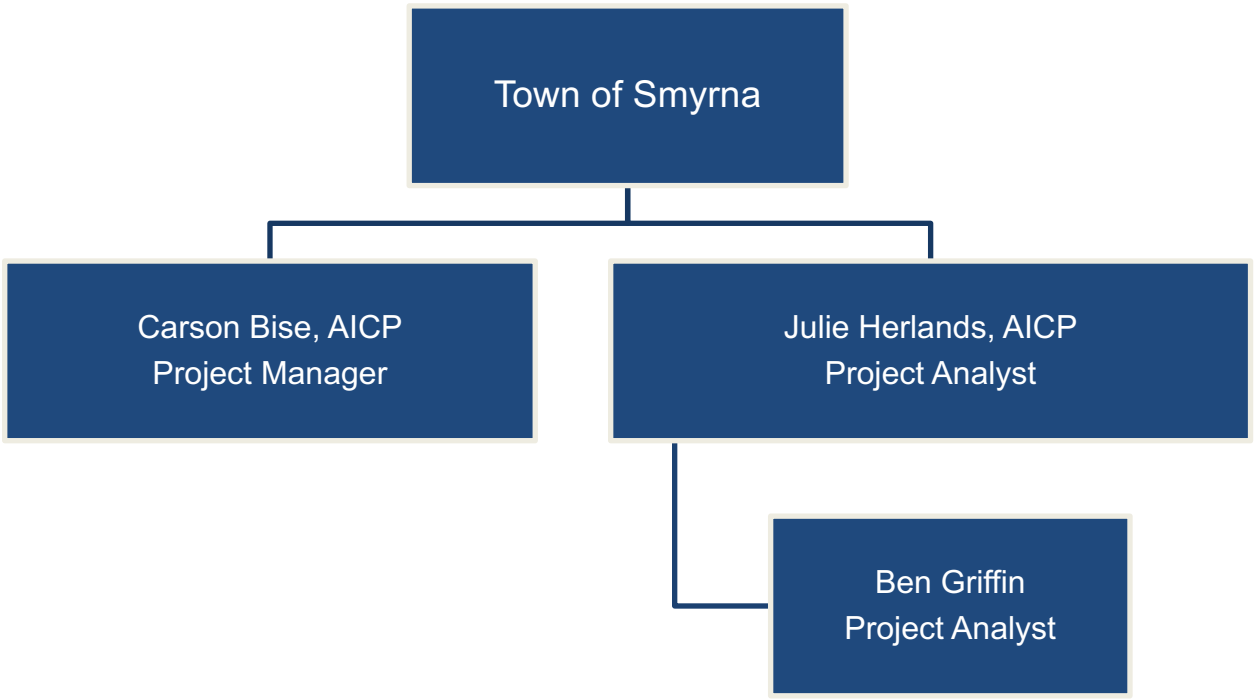
- Three regional forums in California on the fiscal benefits of infill development as part of our engagement with the California Strategic Growth Council.
- Regional forums to engage the public in a discussion on the Delaware Valley Region's economic and fiscal future.
- A series of community growth management forums in Manatee County, Florida.

- A one-day, two part public forum (Conversation on Growth) for Ada County, Idaho. https://adacounty.id.gov/commissioners/coordinated-growth/coordinated-growth-for-ada-county-conversations/
- Two-day workshop on the fiscal implications of growth for COMPASS. https://www.youtube.com/watch?v=nTj5xNU3lWM https://www.youtube.com/watch?v=8tiYpeFCXDo https://www.youtube.com/watch?v=q4A-F8SVB2E
- A one-day workshop about evaluation of fiscal and economic impacts and their use in decision-making.
- Multiple State level workshops to identify economic development goals and aspirations as part of land use planning studies.
- A public conference focused on sustainable strategies for suburban communities facing demographic shifts, changing housing preferences and growing infrastructure costs.
- Extensive experience conducting one-on-one meetings with representatives of the private sector, related to conducting market assessments and development trends.
- Extensive experience conducting individual departmental meetings to collect data required to conduct fiscal and economic evaluations, as well as impact fee and infrastructure finance studies.
- Extensive experience presenting complex market, economic, and fiscal data and conclusions to elected/appointed bodies.

Project Staff

Our proposed Project Team of Carson Bise, AICP, Julie Herlands, AICP, and Ben Griffin have unsurpassed experience performing projects requiring the same expertise as that needed to serve the Town of Smyrna. Our Project Team brings over 60 years of impact fee calculation, infrastructure finance, traffic engineering, demographic and market analysis, and implementation experience to the Town's assignment. All team members have local government consulting experience in the State of Tennessee. Two members of our Project Team hold American Institute of Certified Planners (AICP) certifications. Carson Bise recently chaired the American Planning Association's Paying for Growth Task Force and was a member of the Infrastructure Committee for the American Planning Association's Rebuilding America Task Force. Mr. Bise is also Treasurer and Board Member for the Growth and Infrastructure Finance Consortium. Julie Herlands is currently the Immediate Past Chair of the Economic Development Division of the APA and recently chaired the APA Task Force on Planning and Economic Development. In summary, TischlerBise staff are considered national thought leaders in the areas of infrastructure finance, transportation, adequate public facilities, growth management, and urban/suburban/rural service and facility delivery options.

The organizational chart below shows our project team for this assignment.



Carson Bise, AICP, President of TischlerBise, will serve as Project Manager and coordinate our project team's interaction with the Town to ensure that all work is completed properly, on time, and within budget. He will develop and review all aspects of the project and provide overall quality assurance for the project. He will also have a major role in all aspects of the project. Mr. Bise has prepared over 350 impact fees and has conducted fiscal, economic and impact fee assignments in 39 states. His recent and current Tennessee consulting assignments include City of Chattanooga, City of Collierville, City of Germantown, City of Hendersonville, City of Murfreesboro, City of Portland, Knox County, City of Murfreesboro, Memphis-Shelby County, City of Springfield, and Williamson County.

Julie Herlands, AICP, Vice President of TischlerBise will assist with this assignment due to her substantial experience preparing impact fees. Ms. Herlands, in conjunction with Mr. Bise, will ensure constant collaboration and communication between Town staff and our team through frequent progress memoranda, conference calls, and in-person meetings. Ms. Herlands has over 16 years of relevant experience and has prepared impact fees, market analyses, and revenue strategies for local governments in more than 15 states. Ms. Herlands is currently providing fiscal and economic strategic planning assistance to the City of Germantown, Tennessee.

Benjamin Griffin, Senior Fiscal/Economic Analyst at TischlerBise, will assist with this assignment. Mr. Griffin, in conjunction with Mr. Bise, will ensure constant collaboration and communication between Town staff and our team through frequent progress memoranda, conference calls, and in-person meetings. Mr. Griffin has prepared impact fees, market analyses, and revenue strategies for local governments in 13 states.

Project Team Resumes

L. Carson Bise, II, AICP, President

Mr. Bise has 29 years of fiscal, economic and planning experience and **has conducted fiscal and infrastructure finance evaluations in 40 states.** Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 350 impact fee studies. In his seven years as a planner at the local government level he coordinated Capital Improvement Plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners* published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards* also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and **recently Chaired the American Planning Association's Paying for Growth Task Force. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.**

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Orange Beach, Alabama – *Impact Fee Study*
- Siloam Springs, Arkansas – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- North Miami, Florida – *Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Punta Gorda, Florida – *Impact Fee Study*
- School Board of Lee County, Florida – *School Impact Fee Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Calvert County, Maryland – *Impact Fee Study*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Carroll County, Maryland – *Impact Fee Study*
- Charles County, Maryland – *School Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *School Impact Fee Study*
- Greenville, North Carolina – *Impact Fee Study*
- Milford School District, Ohio – *School Impact Fee Study*
- Middletown, Rhode Island – *School Impact Fee Study*
- Abbeville County, South Carolina – *Infrastructure Funding Strategy*
- Beaufort County, South Carolina – *Infrastructure Funding Strategy*
- **Eagleville, Tennessee – *Impact Fee Study***
- **Hendersonville, Tennessee – *Impact Fee Study***

- **Lebanon, Tennessee – *Impact Fee Study***
- **Murfreesboro, Tennessee – *Impact Fee Study***
- **Portland, Tennessee – *Impact Fee Study***
- **Springfield, Tennessee – *Impact Fee Study***
- **Williamson County, Tennessee – *Education Impact Fee Study***
- **Williamson County, Tennessee – *Road Funding Strategy***

EDUCATION

M.B.A., Economics, Shenandoah University
B.S., Geography/Urban Planning, East Tennessee State University
B.S., Political Science/Urban Studies, East Tennessee State University

Julie Herlands, AICP, Vice President

Julie Herlands is Vice President of TischlerBise and has over 20 years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, Virginia for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC) in their Advisory Services and Research Department. For IEDC, she conducted a number of consulting projects including economic and market feasibility analyses and economic development assessments and plans. Her economic, fiscal impact, and impact fee/infrastructure finance experience includes a wide-range of assignments in over 15 states. She is a frequent presenter at national and regional conferences including serving as co-organizer and co-presenter at a half-day AICP Training Workshop entitled *Fiscal Impact Assessment* at the American Planning Association National Planning Conference. A session on impact fees and cash proffers presented at the APA National Conference is available through the APA training series, *Best of Contemporary Community Planning*. **She is currently the Immediate Past Chair of the Economic Development Division of the APA and recently chaired the APA Task Force on Planning and Economic Development.**

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Castle Rock, Colorado – *Impact Fee Study*
- Lake County Schools, Florida – *Fiscal Analysis and Revenue Strategies*
- Plant City, Florida – *Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Port St. Lucie, Florida – *Impact Fee Study*
- Stuart, Florida – *Impact Fee Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Wicomico County, Maryland – *Impact Fee Study (included Schools)*
- Worcester County, Maryland – *School Impact Fee Study*
- North Las Vegas – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- Cabarrus County, North Carolina – *Voluntary Mitigation Payment Studies*
- **Springfield, Tennessee – *Impact Fee Study***
- **Williamson County, Tennessee – *Education Impact Fee Study***

- **Williamson County, Tennessee – *Road Funding Strategy***
- Frederick County, Virginia – *Cash Proffers Expert Witness (included Roads)*
- Fredericksburg, Virginia – *Cash Proffer Study (included Roads)*
- Goochland County, Virginia – *Cash Proffer Study*
- Henrico County, Virginia – *Impact Fee Study; Cash Proffer Study (included Roads)*
- Isle of Wight County, Virginia – *Cash Proffer Study (included Roads)*
- Prince George County, Virginia – *Cash Proffer Study (included Roads)*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*
- Stafford County, Virginia – *Impact Fee Study*
- Sussex County, Virginia – *Cash Proffer Study (included Roads)*

EDUCATION

Masters of Community Planning, University of Maryland
Bachelor of Arts, Political Science, University of Buffalo

Benjamin Griffin, Senior Fiscal/Economic Analyst

Mr. Griffin is a Senior Fiscal / Economic Analyst at TischlerBise with specialties in finance and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked on real estate and economic development projects for the New Orleans Business Alliance. During this time, he conducted field surveys to determine the economic health of key retail corridors, researched real estate development projects, and analyzed economic development initiatives. Prior to his real estate and economic development experience, Mr. Griffin worked with the New Orleans Redevelopment Authority, where he gained experience in performance-based funding sources, title clearance, and GIS. This position provided practical experience with issues concerning the redevelopment process, title clearance of properties received and acquired through various means, and analysis of property data for redevelopment projects. Mr. Griffin also possesses professional experience with the Jefferson Parish Planning Department, where he worked in the Current Planning Division.

EDUCATION

Master of Urban and Regional Planning, Economic Development, University of New Orleans
Bachelor of Business Administration, Finance, University of Mississippi

RELEVANT EXPERIENCE

- Avondale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Buckeye, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Flagstaff, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- San Luis, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sedona, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sierra Vista, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Somerton, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Tempe, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Yuma, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Pinal County, Arizona – *Development Fee Study*

- Lemoore, California – *Development Fee Study*
- Tulare, California – *Development Fee Study*
- Boulder, Colorado – *Impact Fee Study*
- Louisville, Colorado – *Development Fee Study*
- Mead, Colorado – *Impact Fee Study*
- Coral Gables, Florida – *Impact Fee Study*
- Islamorada, Florida – *Impact Fee Study*
- Portland, Maine – *Impact Fee Study*
- Beaufort County, South Carolina – *Impact Fee Study*
- York County, South Carolina – *Impact Fee Study*
- **Hendersonville, Tennessee – *Impact Fee Study***
- **Murfreesboro, Tennessee – *Impact Fee Study***
- **Portland, Tennessee – *Impact Fee Study***
- Frederick County, Virginia – *Cash Proffer Study*
- Goochland County, Virginia – *Cash Proffer Study*

Section 2. Scope of Services

Technical Approach

Impact fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) show a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate impact fees for the Town. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

Plan-Based Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a Capital Improvement Plan (CIP). In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Cost Recovery Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate an impact fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized wastewater treatment plant is an example.

Incremental Fee Calculation - The incremental expansion (also known as the consumption based) method documents the current level-of-service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new

development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments with LOS standards based on current conditions in the community.

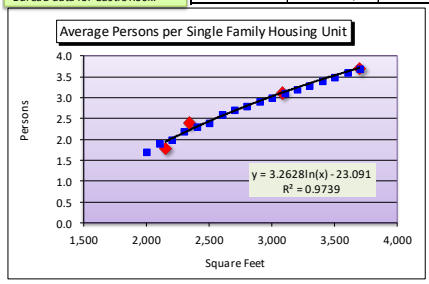
Evaluation of Alternatives. Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the particular methodology for each component of the impact fee category will be dependent on which is most beneficial for the Town. In many cases, we will prepare the impact fee using several methodologies and will discuss the various trade-offs with the Town staff. There are likely to be policy and revenue tradeoffs. We recognize that "one size does ***not*** fit all" and create the optimum format that best achieves our clients' goals.

Lending a Sense of Market Reality to the Development Projections. Projecting future residential and nonresidential development is more difficult now than in the past due to shifting trends in the housing market as a result of changing demographics and lifestyle choices, as well as the changes in the retail sector of the economy. **TischlerBise's extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the impact fee calculations.** These projections include both the amount of development and the geographic location. Depending on the methodology employed, overly optimistic development projections can increase the Town's financial exposure, if impact fee revenue is less than expected.

Consider a Progressive Residential Impact Fee Schedule. TischlerBise suggests the Town consider a fee structure that varies residential impact fees by size of unit. **TischlerBise has been the national leader in this movement toward "progressive" fee structures.** As part of our demographic analysis conducted for this assignment, we will prepare data on factors that vary by housing unit size (i.e., persons per unit and vehicle trips) for the Town's consideration prior to development of the fee methodology. Proponents of this approach feel it helps a jurisdiction meet some of its policy objectives related to affordable housing and equity. Ultimately, the Town and stakeholders will decide which direction to pursue relative to this policy decision.

Average square feet of Single Family units in Castle Rock from Douglas County Assessor. Average number of persons per housing unit from Census Bureau data for Castle Rock.

Actual Averages per Hsg Unit			Fitted-Curve Values	
Bedrooms	Square Feet	Persons	Square Feet	Persons
two or less	2,150	1.8	2,000	1.7
three	2,340	2.4	2,100	1.9
four	3,080	3.1	2,200	2.0
five or more	3,700	3.7	2,300	2.2
			2,400	2.3
			2,500	2.4
			2,600	2.6
			2,700	2.7
			2,800	2.8
			2,900	2.9
			3,000	3.0
			3,100	3.1
			3,200	3.2
			3,300	3.3
			3,400	3.4
			3,500	3.5
			3,600	3.6
			3,700	3.7



Potential Impact on Housing Affordability. As part of the Impact Fee Report, TischlerBise will estimate the effect of imposing the proposed impact fees on the affordability of housing in the Town. The analysis will examine the current household income and housing expenses that burden an average household in the Town. Next, the proposed impact fees will be included in the cost burden analysis to identify the effect the proposed impact fees will have on housing affordability in the Town.

Implementation/Ongoing Support. The Impact Fee Study is just the beginning of the relationship between TischlerBise and our clients. That is the primary reason so many of our assignment come from existing clients through sole source procurement. After the fee study is complete, TischlerBise can prepare implementation materials and provide training to Town staff to ensure it is prepared to implement the impact fee program in a manner that is efficient and consistent with Tennessee and national case law. Finally, TischlerBise understands that it is impossible to forecast every conceivable development proposal within

the fee structure. Therefore, TischlerBise routinely prepares specific impact fee amounts for specific projects at no charge to our clients.

Work Scope

The following scope of work provides detailed steps to ensure that the Town's study is completed successfully and meets the requirements of state and national case law. This scope of work assumes impact fees for roads, parks, and public safety.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with Town staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the Town
- Discuss current and previous work efforts related to this topic
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues

Meetings: One (1) on-site visit to meet with Town project management team.

Deliverables: 1) Revisions to project schedule, if necessary. 2) Data request memorandum.

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the Town as they relate to growth and development and determine the likely development future for the Town in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. Information from the Town, as well other regional/State sources may serve as the basis for preparing projections of residential and nonresidential development for consideration by staff and the stakeholder group. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population for a specific service area.

Meetings: Discussions with the Planning Department and other relevant staff will be held as part of our Task 1 activities.

Deliverables: TischlerBise will prepare a draft technical memorandum discussing the recommended land use factors and projections. After review and sign-off by the Town, a final memorandum will be issued, which will become part of the final Impact Fee Report.

TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to impact fees.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional capital facilities and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the Town may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the Town might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for capital facilities. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for capital facilities addressed in the study.
- Identify actual existing service levels for capital facilities. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for the impact fees.

Meetings: One (1) meeting with Town staff to discuss capital facility needs and levels-of-service.

Deliverables: Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.

TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this Task is to determine the methodology most appropriate for the impact fee calculation. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology will depend on which is most beneficial for the Town. In a number of cases, we will prepare the impact fees using several methodologies and will discuss the trade-offs with the Town. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for roadway improvements while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the Town is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task as well as trade-offs regarding implementation as impact fees.

Meetings: One (1) meeting with Town staff to discuss issues related to allocation methodologies

Deliverables: “Storyboard” Presentation of Impact Fee Options.

TASK 5: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS

There are two types of "credits" that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the fee study.

Deliverables: Memoranda as appropriate. See Task 7.

TASK 6: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the Town to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables: See Task 7.

TASK 7: PREPARE IMPACT FEE REPORT, PUBLIC PRESENTATIONS

TischlerBise will prepare a draft report for the Town's review. The report will summarize the need for impact fees in the Town and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- An estimation of projected development by land use
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures

Following the Town's review of the draft report, we will make mutually agreed upon changes to the Impact Fee Report and issue a final version.

TischlerBise's report will have flow diagrams clearly indicating the methodology and approach, a series of tables for each activity showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a succinct written product that leaves a well-understood paper trail.

Analysis of Peer Community Fee Structures. In this Task, TischlerBise will prepare a comparative analysis of peer communities' impact fee structures. The analysis will compare how the proposed impact fee structure for the Town of Smyrna compares to other peer communities, including noting any differences in fee schedules and methodologies.

Meetings: Two (2) meetings/presentations to present the Impact Fee Study with the Town Council.

Deliverables: Draft and Final Impact Fee Report. Presentation materials for meetings.

Section 3. References

The following project descriptions demonstrate our recent and vast experience with assignments similar to the scope of services required by the Town.

City of Springfield, Tennessee – *System Development Fee Report (2022)*

Candice Tillman, Assistant City Manager
(615) 382-2200
Candice.Tillman@springfieldtn.gov
TischlerBise Project Staff: Carson Bise (Project Manager) and Ben Griffin (Project Analyst)

The City of Springfield hired TischlerBise to system development charges for parks/recreation, roads, police, fire, municipal facilities, water and sewer. As part of this effort, TischlerBise prepared several iterations of the utility fees (e.g., plan-based versus cost recovery) for the City's consideration. A **primary consideration as part of this assignment was the City's ability to fund the operating expenses associated with various planned facilities.**

City of Murfreesboro, Tennessee - *Capital Improvement Plan and Impact Fee Report (2021)*

Gary Whitaker, Assistant City Manager
(615) 849-2629
gwhitaker@murfreesborotn.gov
TischlerBise Project Staff: Carson Bise (Project Manager) and Ben Griffin (Project Analyst)

The City of Murfreesboro hired TischlerBise to prepare parks/recreation and road impact fees. Issues addressed in the study included demand for City parks and recreation infrastructure from unincorporated County residents and the potential for multimodal road improvements. Upon completion of the study and subsequent work sessions with City Council, the City then amended our contract to include fee calculations for public safety and schools, which is presently ongoing.

City of Portland, Tennessee - *Capital Improvement Plan and Impact Fee Report (2019)*

Richard Donovan, Planning Director
(615) 325-6776
rdonovan@cityofportlandtn.gov
TischlerBise Project Staff: Carson Bise (Project Manager) and Ben Griffin (Project Analyst)

The City of Portland hired TischlerBise to update the City's Capital Improvement Plan and Impact Fee Report. The report included Fire, Parks, and Police infrastructure. **As part of this effort, TischlerBise prepared several iterations of all fee components for the City's consideration.** After reviewing Portland's existing fee schedule, TischlerBise recommended increasing the number of residential and nonresidential land uses to better represent future development. TischlerBise also provided a comparison of Portland's total development costs, including the proposed impact fees, to other cities in the Nashville area.

Williamson County, Tennessee – *Educational Facilities Impact Fee (2016, 2019 and 2022)*

Joe Horne, Community Development Director
(615) 476-0188

Joe.Horne@williamsoncounty-tn.gov
TischlerBise Project Staff: Carson Bise (Project Manager) and Julie Herlands (Project Analyst)

TischlerBise prepared the initial Educational Facilities Impact Fee Study for Williamson County in 2016. As part of this process, TischlerBise conducted an extensive public outreach effort with the local building community, as well as public forums throughout Williamson County for interested/concerned citizens. The County retained TischlerBise again in 2019 to update the study.

Section 4. **Cost Proposal**

Below is a table providing the hours and hourly rates to complete this assignment. TischlerBise bills on a monthly, on a percentage basis by individual task.

PROPOSED FEE SCHEDULE FOR SMYRNA, TENNESSEE					
Project Team Member:	**Bise**	**Herlands**	**Griffin**	**Total**	
Job Title:	**Project Manager**	**Analyst**	**Analyst**	**Hours**	**Cost**
Hourly Rate*	**$250**	**$215**	**$190**		
Task 1: Project Initiation/Data Acquisition	8	0	8	16	$3,520
Task 2: Prepare Land Use Assumptions and Development Projections	8	4	24	36	$7,420
Task 3: Determine Capital Facility Needs and Service Levels	32	4	60	96	$20,260
Task 4: Evaluate Different Allocation Methodologies	4	4	16	24	$4,900
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	2	0	8	10	$2,020
Task 6: Conduct Funding and Cash Flow Analysis	4	4	4	12	$2,620
Task 7: Prepare Impact Fee Report, Public Presentation	24	4	40	68	$14,460
Total Cost:	**82**	**20**	**160**	**262**	**$55,200**

Section 5. Work Plan and Schedule

Project Schedule

The following table provides our proposed schedule for completion of the Impact Fee Study. **We have sufficient staff resources and the capability to perform the work within the specified time-period.**

PROJECT SCHEDULE FOR SMYRNA, TENNESSEE			
Tasks	**Anticipated Dates**	**Meetings***	**Meetings/Deliverables**
Task 1: Project Initiation/Data Acquisition	Month 1	1	Data Request Memorandum
Task 2: Prepare Land Use Assumptions and Development Projections	Month 1	1	Technical Memorandum Outlining Recommended Land Use Assumptions
Task 3: Determine Capital Facility Needs and Service Levels	Months 1 and 2	1	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	Months 2 and 3	1	"Stroryboard" Presentation on Impact Fee Options
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	Months 2 and 3	0	See Task 7
Task 6: Conduct Funding and Cash Flow Analysis	Month 3	0	See Task 7
Task 7: Prepare Impact Fee Report, Public Presentation	Months 3 and 4	2	Presentation Materials as Appropriate

*In some cases it is assumed meetings are held with multiple departments over one (1) trip.

Accessibility

TischlerBise will attend pre-scheduled meetings with the Town in person (or video conference if desired) deploying staff from our main office in Maryland. TischlerBise staff regularly travel to our national client base without incident and frequently utilize regional trips to add additional (uncontracted) trips to clients. TischlerBise's regular and repeat work in Tennessee affirms our flexibility and ability to accommodate schedules. Our Project Team will be available via email and phone throughout the study, and our accessibility and availability will continue throughout the term of the Agreement. We encourage you to consult our references regarding our superior accessibility and availability.

Internal Communications

An essential component of these efforts is frequent, ongoing, and meaningful communication between the consultant team and staff. TischlerBise is known for its hands-on approach, with face-to-face meetings, frequent conference calls, and ongoing email communications as an integral part of our work scope. The specific strategy is to use the Work Scope and Schedule to manage the project. It is recommended the Town identify a staff Project Manager who serves as a point person between the consultant team and Town. It is also recommended that a staff working group/technical committee be identified to provide feedback throughout the study process. This enables effective and efficient processes as well as keeps relevant staff apprised of the study's progress and content. TischlerBise also recommends periodic briefings with Town Administration staff.

Project Management

TischlerBise utilizes a project management process which ensures our projects are completed on time and within budget, and, most importantly, they yield results that match our clients' expectations. Our project management plan employs the following principles to mitigate potential risk and deliver a successful project:

- **Risk: Lack of Understanding of Project Goals, Objectives, and Desired Outcomes**
  - **Mitigation: We begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise, along with Julie Herlands, will identify the final project goals and objectives in collaboration with Town staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- **Risk: Schedule Delays**
  - **Mitigation: We will plan the project schedule from the outset.** As part of the Project Initiation task, Mr. Bise and Ms. Herlands will work with Town staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
- **Risk: Technical Complications**
  - **Mitigation: We will actively manage the project process.** Mr. Bise and Ms. Herlands have a long history of strong project management skills that are supported by past project successes (we encourage you to contact our references in this regard). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and be accountable to the Town meeting the schedule, budget, and technical requirements of the project.
- **Risk: Quality Control**
  - **Mitigation: We will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the Town, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise, assisted by Ms. Herlands, will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.
- **Risk: Cost Overruns**

  Mitigation: This assignment will be conducted under a fixed fee arrangement. We typically do not utilize change orders in our work efforts. The potential for a change in budget could occur if the goals, objectives, and expectations as agreed upon in the scope and project management processes shift significantly. The use of the above proactive project management elements is structured to avoid budgetary issues.

TischlerBise

FISCAL | ECONOMIC | PLANNING

Principal Office
4701 Sangamore Road, Suite S240 |
Bethesda, MD 20816
301.320.6900 x12
|carson@tischlerbise.com

Idaho Office
999 W Main Street
Boise, ID 83702
208.515.7480
colin@tischlerbise.com

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.a.
Department: Planning
Date: December 9, 2025

Subject:
PUBLIC HEARING: 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	

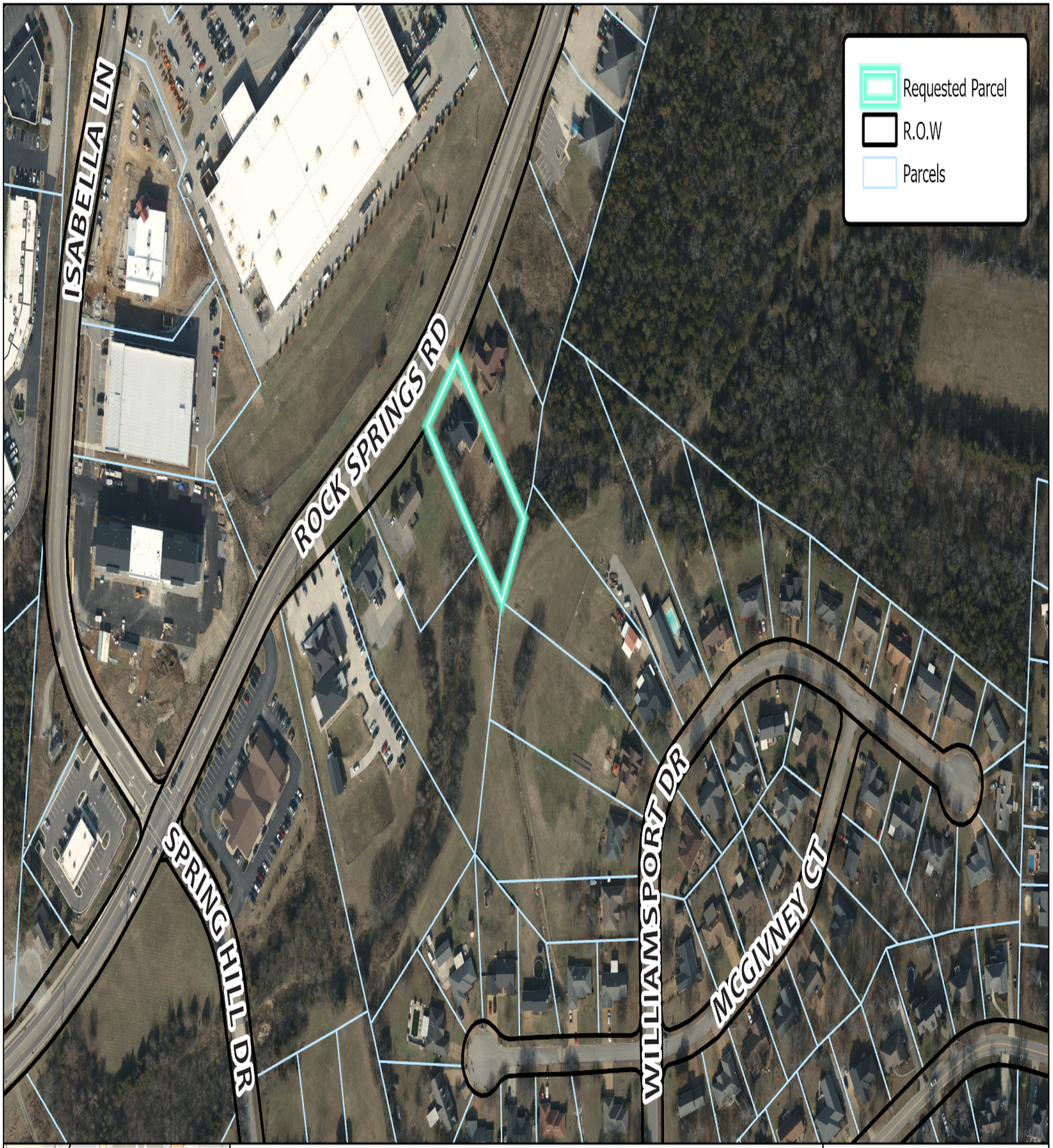
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: ✓		
Street Address: ✓		
City: ✓	State: ✓	ZIP: ✓
Email: ✓	Phone: ✓	

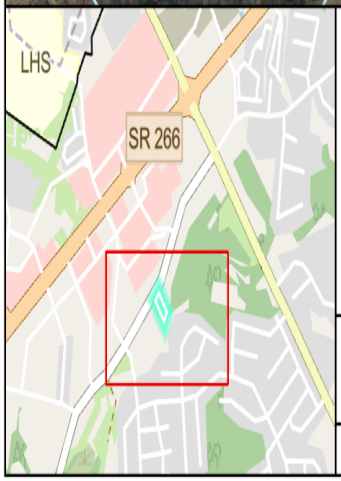
PROPERTY INFORMATION		
Street Address/Intersecting Streets: 1205 Rock Springs Rd. Smyrna, Tn. 37167		
Tax Map: 285	Group: A	Parcel: ~~1.11~~ 2.00
Requested Lot Area (Square feet/Acres): 31,168 sqft / 0.72 plus additional sq.ft Road widening		
Existing Zoning: R-3	**Requested Zoning:** C2	
*Current Property 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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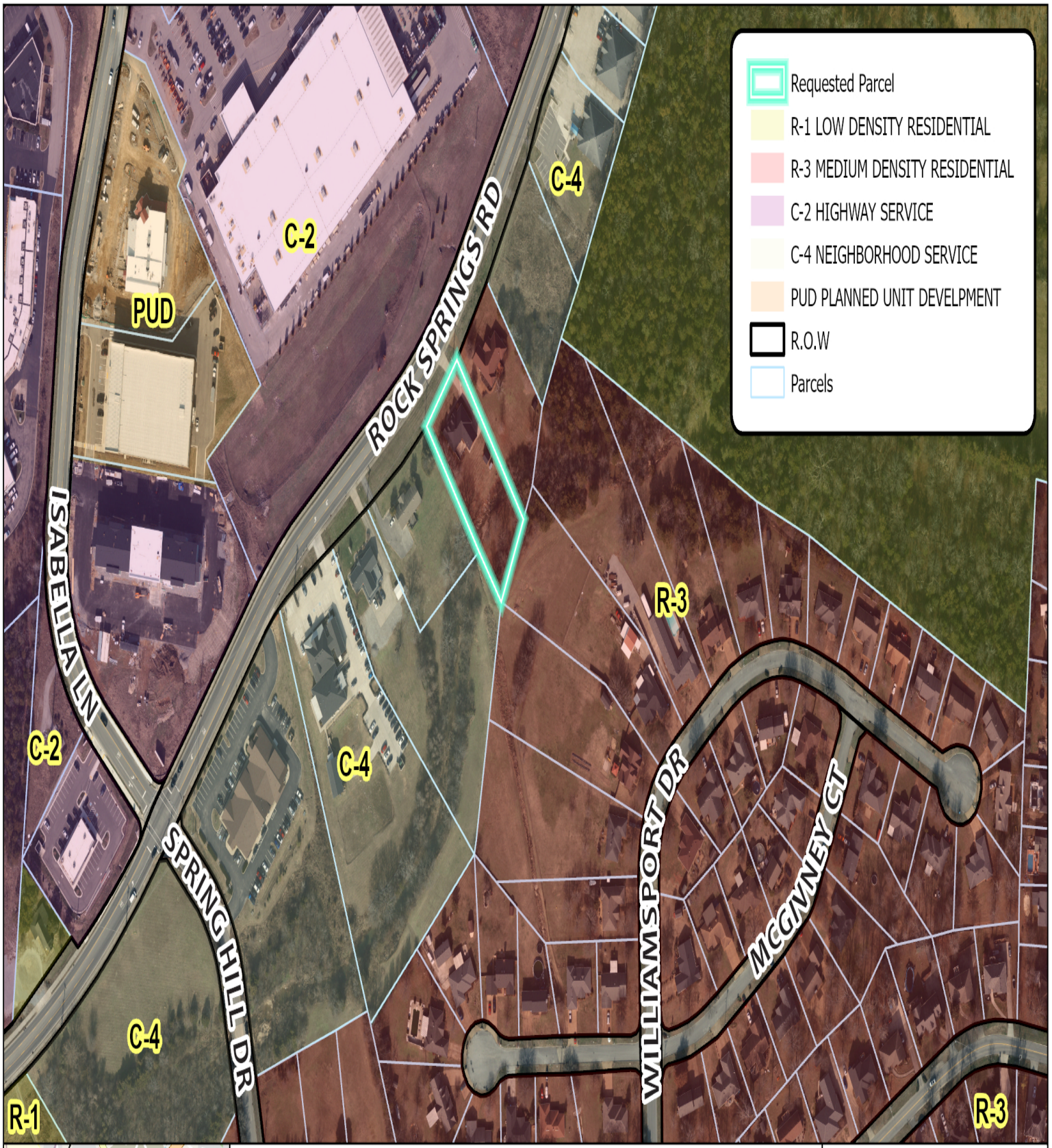
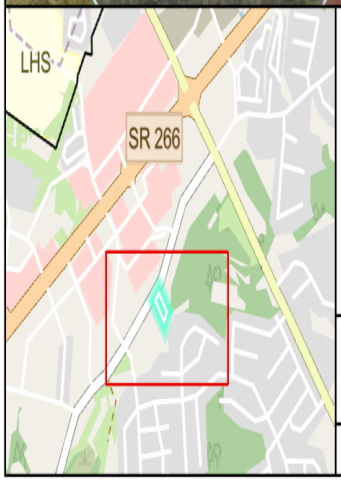
W
E
S

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.1.
Department: Planning
Date: December 9, 2025

Subject:
Consideration of an Ordinance relative to the rezoning of Tax Map 28J, Group A, Parcel 1.00, from R-3 to C-4 requested by Tracye Mayolo. The property requested to be rezoned contains approximately .71 acre and is located at 1191 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 1191 Rock Springs Road approximately 950 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 Planning Commission reviewed this request and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Rezoning Request Application 1191 Rock Springs Road
2. Tracye Mayolo Map 1
3. Tracye Mayolo Map 2
4. Tracye Mayolo December 2025 Description

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: Tracye Mayolo		
Street Address: 219 Wellington Way		
City: Smyrna	State: TN	ZIP: 37167
Email: tracyemayolo@gmail.com	Phone: 615-332-1637	

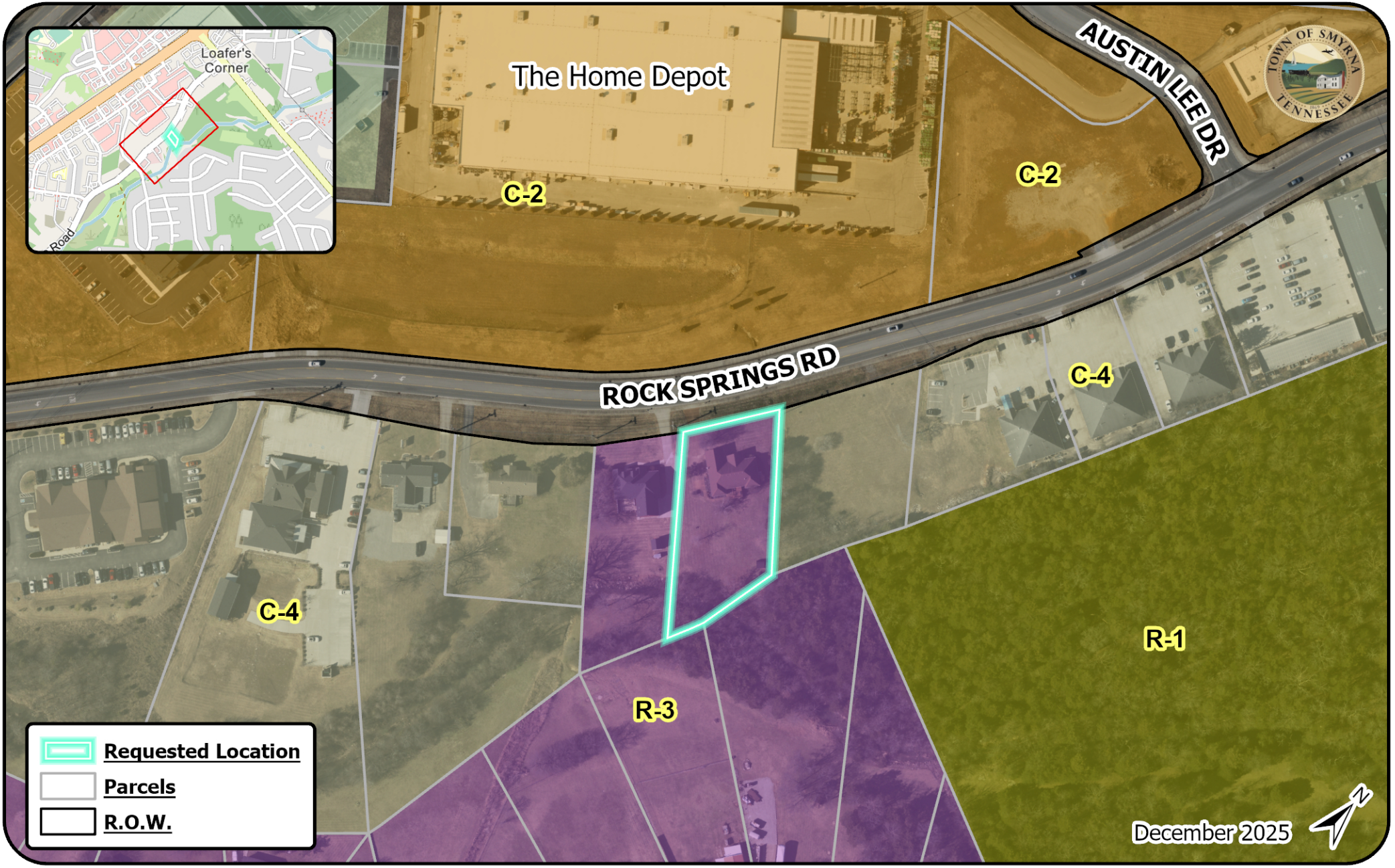
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company:		
Street Address:		
City:	State:	ZIP:
Email:	Phone:	

PROPERTY INFORMATION		
Street Address/Intersecting Streets: 1191 Rock Springs Rd.		
Tax Map:	Group:	Parcel:
Requested Lot Area (Square feet/Acres):		
Existing Zoning: R-3	**Requested Zoning:** C-4	
*Current Property Owner (See Note Below): Ronald E. Adkerson		

APPLICANT AUTHORIZATION	
Applicant Signature: Tracye Mayolo, Executor	Date: 11-13-25

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.



0 120 240 Feet

0 0.03 0.06 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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

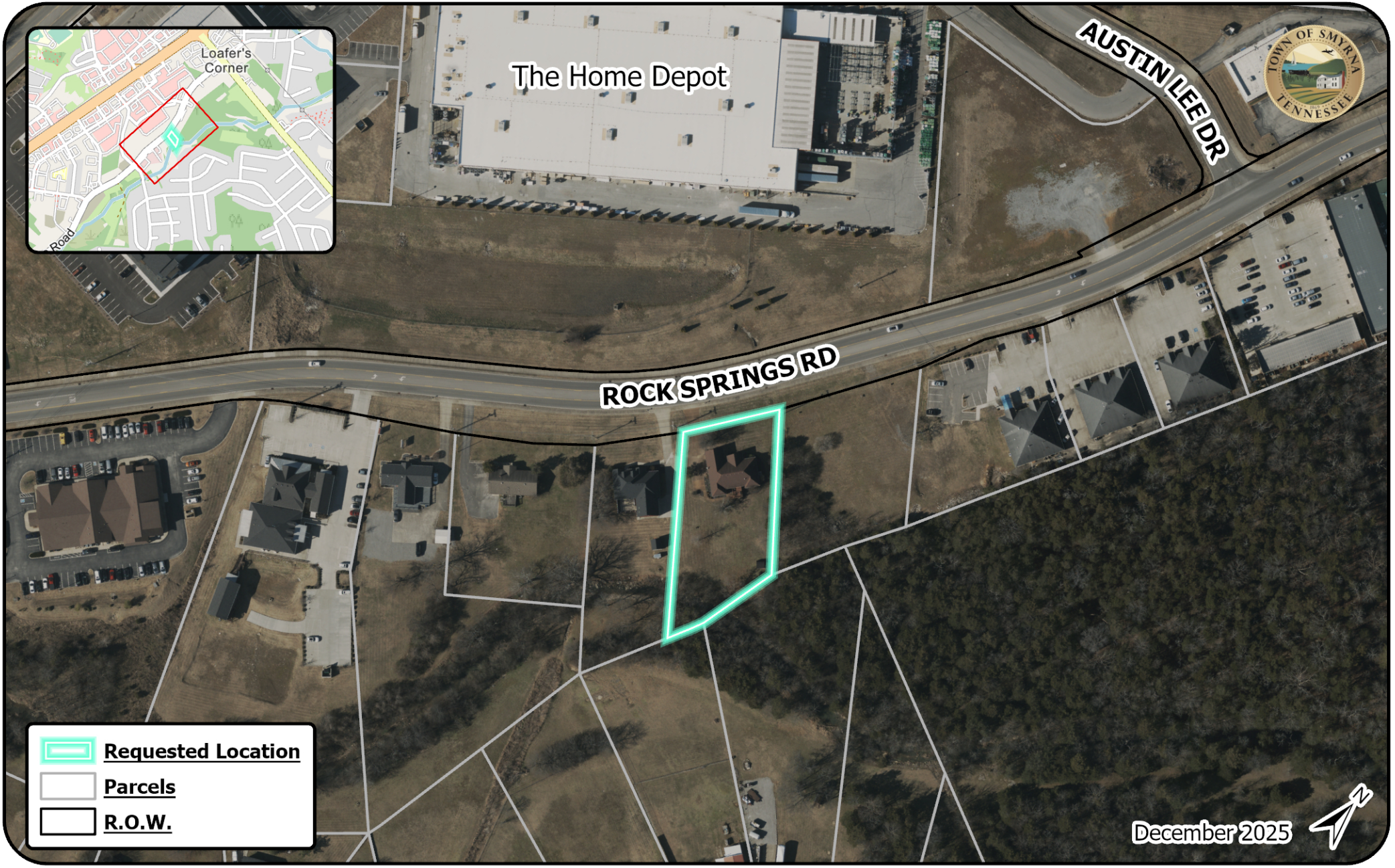
Tracye Mayolo Rezoning Request

Rezoning R-3 to C-4

1191 Rock Springs Road

Owners: Tracye Mayolo, Executer

Tax Map: 28J
Group: A
Parcel: 1.00
Acres: +/- 0.71



0 120 240 Feet

0 0.03 0.06 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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

Tracye Mayolo Rezoning Request

Rezoning R-3 to C-4

1191 Rock Springs Road

Owners: Tracye Mayolo, Executer

Tax Map: 28J
Group: A
Parcel: 1.00
Acres: +/- 0.71

Tracye Mayolo – R-3 to C-4 Request

Tax Map 28J, Group A, Parcel 1.00, owned by Ronald Earl Adkerson and requested by Tracye Mayolo.

Bordered on the north by the right-of-way of Rock Springs Road; on the east by Tax Map 28, Parcel 73.00, owned by Thati Yoga and Aruna Thati Living Trust; on the south by Tax Map 28O, Group F, Parcel 16.00, owned by Michael T. Ryan, and Parcel 15.00, owned by Stanley W. Hofferbert; and on the west by Parcel 2.00, owned by James and Angela Schmidt.

Area requested to be rezoned from R-3 to C-4 contains approximately .71 acre.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.2.
Department: Planning
Date: December 9, 2025

Subject:
Consideration regarding the acceptance of a tract of land to be donated to the Town by Vester Waldron FLP for use as a public park.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

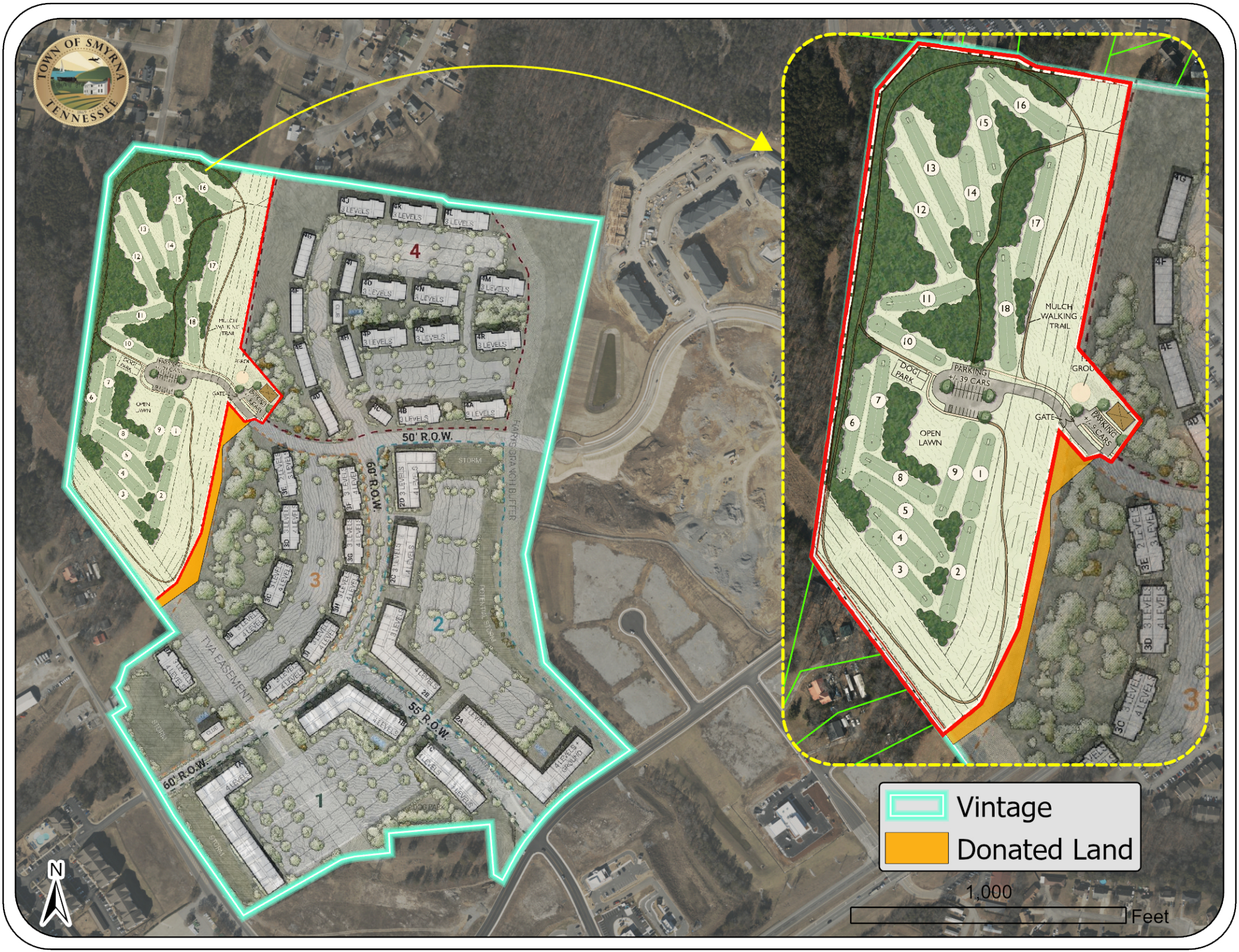
Summary:
Vester Waldron Family Limited Partnership and TDK, the developers of the Vintage development, are proposing to donate a tract of land to the Town for use as a public park. The tract totals approximately 19.69 acres. The land donation would be in lieu of the payment of park impact fees for the development up to the maximum dollar amount established as a part of a separate agreement. Attached is a map showing the location of the land to be donated as well as a survey and legal description of the parcel. In addition, the concept plan for the proposed park is attached.

The Planning Commission reviewed the obtaining of this parcel, 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. Vintage Donated Land Map
2. 20326.95-TDK-VPA-TractSurvey-Exhibit-Signed

3. 20326.95-TDK-VPA-TractSurvey-LegalDesc
4. Vintage Developments - Park Design


TOWN OF SMYRNA
TENNESSEE
4
3
2
1
50' R.O.W.
60' R.O.W.
55' R.O.W.
TVA EASEMENT
HARTS BRANCH BUFFER
POTENTIAL STORM
DOG PARK
OPEN LAWN
GATE
PARKING +/- 39 CARS
MULCH WALKING TRAIL
N
Vintage
Donated Land
1,000
Feet

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM OF 1983 DERIVED USING THE T.D.O.T. TENNESSEE GEODETIC REFERENCE NETWORK (TGRN) CONSISTING OF MULTIPLE REFERENCE STATIONS TIED TO NAD83 (1995) (EPOCH 2010), GEOID 12B, AND NAVD88.
2. NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR. THIS PROPERTY IS SUBJECT TO THE FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH.
3. SUBJECT PROPERTY IS IDENTIFIED AS PART OF PARCEL 44.07, ON RUTHERFORD COUNTY PROPERTY MAP 28 AND ZONED PRD.
4. MINIMUM SETBACKS FOR THIS PARCEL ARE AS SHOWN PER COMMERCIAL USE PRD ZONING: FRONT= 20 FT,, SIDE= 15 FT., REAR= 20 FT.,
5. THIS PARCEL IS DESIGNATED ZONE X, WHICH IS NOT INCLUDED IN AREAS DESIGNATED AS A "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY PANEL NO. 47149C0106J DATED 5/9/2023
6. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA OR THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.

CERTIFICATE OF ACCURACY:

I HEREBY CERTIFY THAT THIS IS A CATEGORY IV SURVEY DONE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS. THIS SURVEY WAS PERFORMED USING A SURVEY GRADE DUAL FREQUENCY REAL TIME KINEMATICS (RTK) GLOBAL POSITIONING SYSTEM (GPS). BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM OF 1983 DERIVED USING THE T.D.O.T. TENNESSEE GEODETIC REFERENCE NETWORK (TGRN) CONSISTING OF MULTIPLE REFERENCE STATIONS TIED TO NAD83 (1995) (EPOCH 2010), GEOID 12B, AND NAVD88. HORIZONTAL AND VERTICAL POSITIONAL ACCURACY DOES NOT EXCEED ±0.05' BASED ON A 95% CONFIDENCE LEVEL WITH THE ALLOWABLE TOLERANCE BEING 0.07' + 50.0PPM.

4-22-25 — DATE

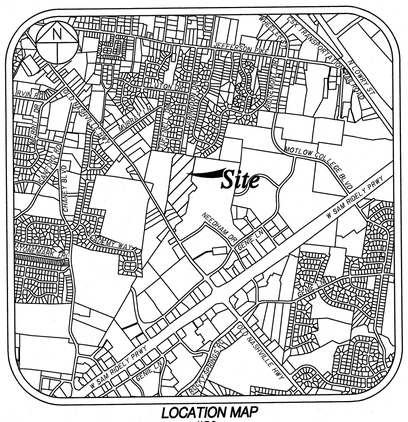
David A. Parker — REGISTERED SURVEYOR

TENN. R.L.S. NO. 2381

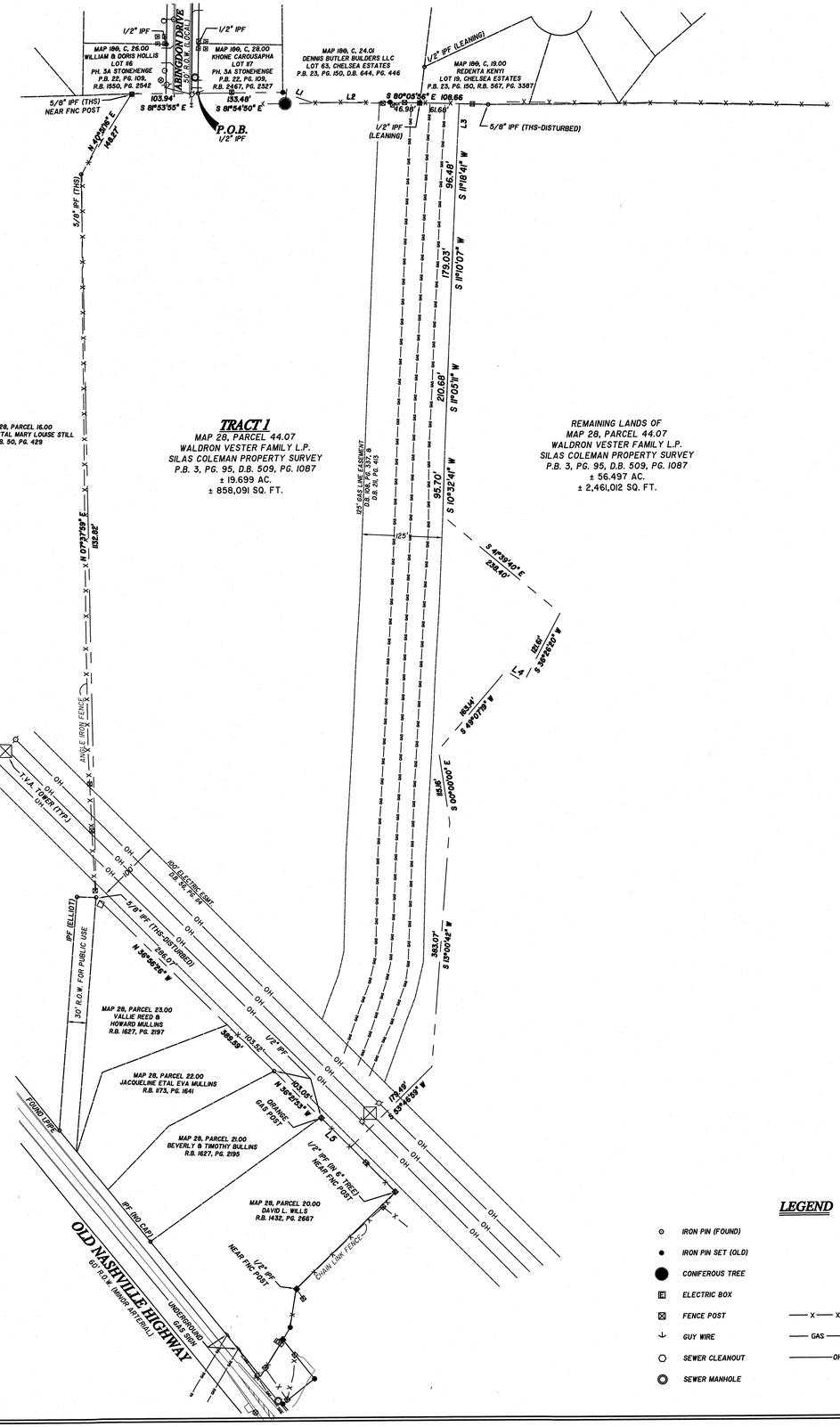
DAVID A. PARKER — REGISTERED LAND SURVEYOR — XVI — NASHVILLE, TENNESSEE — 4-22-25 — TENNESSEE NO. 2381

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 62°11'12" E	48.79'
L2	S 81°36'02" E	121.89'
L3	S 11°32'45" W	63.77'
L4	N 5°23'34" W	33.15'
L5	N 36°33'57" W	66.47'



LOCATION MAP
N.T.S.



LEGEND

- IRON PIN (FOUND)
- IRON PIN SET (OLD)
- CONIFEROUS TREE
- ELECTRIC BOX
- FENCE POST
- GUY WIRE
- SEWER CLEANOUT
- SEWER MANHOLE
- SIGN (AS NOTED)
- TELEPHONE BOX RISER
- WATER METER
- WATER VALVE
- FENCE LINE (AS NOTED)
- GAS LINE w/ VALVE
- OVERHANG LINE w/ POWER POLE

LEGAL DESCRIPTION FOR TRACT 1:

A PORTION OF A PARCEL OF LAND LYING IN THE 3rd CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL ON THE NORTH BY WILLIAM & DORIS HOLLIS, LOT 116, PHASE 3A, STONEHENGE - (P.B. 22, PG. 109) (R.B. 1550, PG. 2542), ALSO ON THE NORTH BY THE TERMINUS OF ABINGDON DRIVE, ALSO ON THE NORTH BY KHONE CAROUSAPHA, LOT 117, OF SAID PHASE 3A PLAT - (P.B. 22, PG. 109) (R.B. 2467, PG. 2327), ALSO ON THE NORTH BY DENNIS BUTLER BUILDERS LLC, LOT 63, CHELSEA ESTATES - (P.B. 23, PG. 150) (D.B. 644, PG. 446), ON THE EAST AND SOUTH BY THE REMAINING LANDS OF VESTER WALDRON FAMILY LIMITED PARTNERSHIP - (P.B. 3, PG. 95) (D.B. 509, PG. 1087), ON THE SOUTH AND WEST BY DAVID L. WILLS - (R.B. 1432, PG. 2667), ALSO ON THE WEST BY BEVERLY & TIMOTY BULLINS - (R.B. 1627, PG. 2195), ALSO ON THE WEST BY JACQUELINE ETAL EVA MULLINS - (R.B. 1173, PG. 1641), ALSO ON THE WEST BY VALLIE REED & HOWARD MULLINS - (R.B. 1627, PG. 2197), ALSO ON THE WEST BY THE TERMINUS OF AN UNNAMED ROAD, AND ON THE WEST AND NORTH BY ERNEST M. ETAL MARY LOUISE STILL - (D.B. 50, PG. 429). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION FOR TRACT 1:

BEGINNING AT A 1/2" IRON PIN FOUND, ON THE EASTERLY RIGHT OF WAY OF ABINGDON DRIVE, BEING THE SOUTHWESTERLY CORNER OF LOT 117, THENCE, WITH THE SOUTHERLY LINE OF SAID LOT, S 81°54'50" E FOR A DISTANCE OF 133.48' TO AN IRON PIN SET (SEC), BEING THE SOUTHWESTERLY CORNER OF LOT 63;
THENCE, WITH THE SOUTHERLY LINE OF SAID LOT 63, FOR THE FOLLOWING (3) CALLS:
S 62°11'12" E FOR A DISTANCE OF 48.79' TO AN IRON PIN SET (SEC);
THENCE, S 81°36'02" E FOR A DISTANCE OF 121.89' TO AN IRON PIN SET (SEC), NEAR A FENCE;
THENCE, S 80°05'56" E FOR A DISTANCE OF 46.98' TO A LEANING 1/2" IRON PIN FOUND, NEAR A FENCE POST, BEING THE SOUTHWESTERLY CORNER OF LOT 19;
THENCE, WITH THE SOUTHERLY LINE OF SAID LOT 19, GENERALLY WITH A FENCE LINE, S 80°05'56" E FOR A DISTANCE OF 61.68' TO A POINT, BEING THE NORTHWESTERLY CORNER OF THE REMAINING LANDS OF WALDRON VESTER FAMILY L.P.;
THENCE, WITH A NEW LINE SEVERING THE LANDS OF WALDRON VESTER FAMILY L.P., FOR THE FOLLOWING (11) CALLS:
S 01°44'02" W FOR A DISTANCE OF 63.77' TO A POINT;
THENCE, S 09°29'58" W FOR A DISTANCE OF 96.48' TO A POINT;
THENCE, S 09°21'24" W FOR A DISTANCE OF 179.03' TO A POINT;
THENCE, S 09°16'28" W FOR A DISTANCE OF 210.68' TO A POINT;
THENCE, S 00°43'58" W FOR A DISTANCE OF 95.70' TO A POINT;
THENCE, S 41°39'40" E FOR A DISTANCE OF 238.40' TO A POINT;
THENCE, S 36°26'20" W FOR A DISTANCE OF 121.61' TO A POINT;
THENCE, N 5°23'34" W FOR A DISTANCE OF 33.15' TO A POINT;
THENCE, S 49°07'19" W FOR A DISTANCE OF 163.14' TO A POINT;
THENCE, S 00°00'00" E FOR A DISTANCE OF 115.16' TO A POINT;
THENCE, S 13°00'42" W FOR A DISTANCE OF 383.07' TO A POINT;
THENCE, S 53°46'59" W FOR A DISTANCE OF 179.49' TO A POINT, BEING ON THE NORTHEASTERLY LINE OF WILLS;
THENCE, WITH SAID LINE OF WILLS, GENERALLY WITH A FENCE LINE, N 36°33'57" W FOR A DISTANCE OF 66.47' TO A 1/2" INCH IRON PIN FOUND NEAR A FENCE POST, BEING THE SOUTHEASTERLY CORNER OF BILLINS;
THENCE, WITH THE NORTHEASTERLY LINE OF BILLINS, N 36°21'53" W FOR A DISTANCE OF 103.05' TO A 1/2" IRON PIN FOUND, BEING THE SOUTHEASTERLY CORNER OF MULLINS;
THENCE, WITH THE NORTHEASTERLY LINE OF MULLINS, N 36°56'26" W FOR 103.52' TO A POINT, BEING THE SOUTHEASTERLY CORNER OF REED;
THENCE, WITH THE NORTHEASTERLY LINE OF REED, N 36°56'26" W FOR A DISTANCE OF 389.59' TO A DISTURBED 5/8" IRON PIN FOUND (THS), BEING ON THE EASTERLY LINE OF STILL;
THENCE, WITH SAID LINE OF STILL, GENERALLY FOLLOWING A FENCE, FOR THE FOLLOWING (2) CALLS:
N 07°37'59" E FOR A DISTANCE OF 1132.82' TO A 5/8" IRON PIN FOUND (THS)
THENCE, N 40°35'16" E FOR A DISTANCE OF 146.27', NEAR A FENCE POST, TO A 5/8" IRON PIN FOUND (THS), BEING ON THE SOUTHERLY LINE OF LOT 116;
THENCE, WITH THE SOUTHERLY LINE OF SAID LOT, S 81°53'55" E FOR A DISTANCE OF 103.94' TO THE POINT OF BEGINNING, HAVING AN AREA OF ± 858,091 SQUARE FEET, ± 19.699 ACRES

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO VESTER WALDRON FAMILY LIMITED PARTNERSHIP BY WARRANTY DEED FROM JOAN L. ANDERSON, UNMARRIED AND SAM ALLEN BARRETT, MARRIED, OF RECORD IN BOOK 509, PAGE 1087, RECORDED ON JUNE 14TH, 2005, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

THIS TRACT IS SUBJECT TO A 100' ELECTRIC EASEMENT RECORDED IN RECORD IN BOOK 56, PAGE 114, RECORDED MARCH 5TH, 1913, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

THIS TRACT IS ALSO SUBJECT TO A 125' GAS LINE EASEMENT 'RIGHT OF WAY EASEMENT' RECORDED APRIL 19TH, 1972 RECORDED IN DEED BOOK 108, PAGE 337; AS AFFECTED BY AGREEMENT IN BOOK 211, PAGE 413, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

FURTHERMORE, THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED AND/OR RESTRICTIONS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

TRACT SURVEY

TRACT 1
VINTAGE PARK AMENITY
SILAS COLEMAN PROPERTY SURVEY

MAP 28, P/O PARCEL 44.07
VESTER WALDRON FAMILY LIMITED PARTNERSHIP
P.B. 3, PG. 95, D.B. 509, PG. 1087
OLD NASHVILLE HIGHWAY, SMYRNA, TN 37167
3rd CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

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

PROJ. #	DATE: 4/22/2025 REV.:	FILE:	DRAWN BY:	SCALE:	SHEET
20326.95		TDK-VPA-TRACTSURVEY.DWG	MHM	1" = 100'	1 OF 1

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

MAP 28, P/O PARCEL 44.07
SILAS COLEMAN PROPERTY SURVEY: VINTAGE PARK AMENTIY – TRACT 1
VESTER WALDRON FAMILY LIMITED PARTNERSHIP
P.B. 3, PG. 95 (R.O.R.C., TN)
D.B. 509, PG. 1087 (R.O.R.C., TN)
± 858,091 SQ. FT. , ± 19.699 AC.

A PORTION OF A PARCEL OF LAND LYING IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL ON THE NORTH BY WILLIAM & DORIS HOLLIS, LOT 116, PHASE 3A, STONEHENGE – (P.B. 22, PG. 109) (R.B. 1550, PG. 2542), ALSO ON THE NORTH BY THE TERMINUS OF ABINGDON DRIVE, ALSO ON THE NORTH BY KHONE CAROUSAPHA, LOT 117, OF SAID PHASE 3A PLAT – (P.B. 22, PG. 109) (R.B. 2467, PG. 2327), ALSO ON THE NORTH BY DENNIS BUTLER BUILDERS LLC, LOT 63, CHELSEA ESTATES – (P.B. 23, PG. 150) (D.B. 644, PG. 446), ON THE EAST AND SOUTH BY THE REMAINING LANDS OF VESTER WALDRON FAMILY LIMITED PARTNERSHIP – (P.B. 3, PG. 95) (D.B. 509, PG. 1087), ON THE SOUTH AND WEST BY DAVID L. WILLS – (R.B. 1432, PG. 2667), ALSO ON THE WEST BY BEVERLY & TIMOTY BULLINS – (R.B. 1627, PG. 2195), ALSO ON THE WEST BY JACQUELINE ETAL EVA MULLINS – (R.B. 1173, PG. 1641), ALSO ON THE WEST BY VALLIE REED & HOWARD MULLINS – (R.B. 1627, PG. 2197), ALSO ON THE WEST BY THE TERMINUS OF AN UNNAMED ROAD, AND ON THE WEST AND NORTH BY ERNEST M. ETAL MARY LOUISE STILL – (D.B. 50, PG. 429). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION FOR TRACT 1:

BEGINNING AT A 1/2" IRON PIN FOUND, ON THE EASTERLY RIGHT OF WAY OF ABINGDON DRIVE, BEING THE SOUTHWESTERLY CORNER OF LOT 117, THENCE, WITH THE SOUTHERLY LINE OF SAID LOT, S 81°54'50" E FOR A DISTANCE OF 133.48' TO AN IRON PIN SET (SEC), BEING THE SOUTHWESTERLY CORNER OF LOT 63;
THENCE, WITH THE SOUTHERLY LINE OF SAID LOT 63, FOR THE FOLLOWING (3) CALLS:
S 62°11'12" E FOR A DISTANCE OF 48.79' TO AN IRON PIN SET (SEC);
THENCE, S 81°36'02" E FOR A DISTANCE OF 121.89' TO AN IRON PIN SET (SEC), NEAR A FENCE;
THENCE, S 80°05'56" E FOR A DISTANCE OF 46.98' TO A LEANING 1/2" IRON PIN FOUND, NEAR A FENCE POST, BEING THE SOUTHWESTERLY CORNER OF LOT 19;
THENCE, WITH THE SOUTHERLY LINE OF SAID LOT 19, GENERALLY WITH A FENCE LINE, S 80°05'56" E FOR A DISTANCE OF 61.88' TO A POINT, BEING THE NORTHWESTERLY CORNER OF THE REMAINING LANDS OF WALDRON VESTER FAMILY L.P.;
THENCE, WITH A NEW LINE SEVERING THE LANDS OF WALDRON VESTER FAMILY L.P., FOR THE FOLLOWING (11) CALLS:
S 01°44'02" W FOR A DISTANCE OF 63.77' TO A POINT;
THENCE, S 01°29'58" W FOR A DISTANCE OF 96.48' TO A POINT;
THENCE, S 01°21'24" W FOR A DISTANCE OF 179.03' TO A POINT;
THENCE, S 01°16'28" W FOR A DISTANCE OF 210.68' TO A POINT;
THENCE, S 00°43'58" W FOR A DISTANCE OF 95.70' TO A POINT;
THENCE, S 41°39'40" E FOR A DISTANCE OF 238.40' TO A POINT;
THENCE, S 36°26'20" W FOR A DISTANCE OF 121.61' TO A POINT;
THENCE, N 51°23'34" W FOR A DISTANCE OF 33.15' TO A POINT;
THENCE, S 49°07'19" W FOR A DISTANCE OF 163.14' TO A POINT;
THENCE, S 00°00'00" E FOR A DISTANCE OF 115.16' TO A POINT;
THENCE, S 13°00'42" W FOR A DISTANCE OF 383.07' TO A POINT;
THENCE, S 53°46'59" W FOR A DISTANCE OF 179.49' TO A POINT, BEING ON THE NORTHEASTERLY LINE OF WILLS;
THENCE, WITH SAID LINE OF WILLS, GENERALLY WITH A FENCE LINE, N 36°33'57" W FOR A DISTANCE OF 66.47' TO A 1/2" INCH IRON PIN FOUND NEAR A FENCE POST, BEING THE SOUTHEASTERLY CORNER OF BILLINS;
THENCE, WITH THE NORTHEASTERLY LINE OF BILLINS, N 36°21'53" W FOR A DISTANCE OF 103.05' TO A 1/2" IRON PIN FOUND, BEING THE SOUTHEASTERLY CORNER OF MULLINS;
THENCE, WITH THE NORTHEASTERLY LINE OF MULLINS, N 36°56'26" W FOR 103.52' TO A POINT, BEING THE SOUTHEASTERLY CORNER OF REED;

THENCE, WITH THE NORTHEASTERLY LINE OF REED, N 36°56'26" W FOR A DISTANCE OF 389.59' TO A DISTURBED 5/8" IRON PIN FOUND (THS), BEING ON THE EASTERLY LINE OF STILL;
THENCE, WITH SAID LINE OF STILL, GENERALLY FOLLOWING A FENCE, FOR THE FOLLOWING (2) CALLS:
N 07°37'59" E FOR A DISTANCE OF 1,132.82' TO A 5/8" IRON PIN FOUND (THS)
THENCE, N 40°51'16" E FOR A DISTANCE OF 148.27', NEAR A FENCE POST, TO A 5/8" IRON PIN FOUND (THS), BEING ON THE SOUTHERLY LINE OF LOT 116;
THENCE, WITH THE SOUTHERLY LINE OF SAID LOT, S 81°53'55" E FOR A DISTANCE OF 103.94' TO THE POINT OF BEGINNING. HAVING AN AREA OF ± 858,091 SQUARE FEET, ± 19.699 ACRES

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO VESTER WALDRON FAMILY LIMITED PARTNERSHIP BY WARRANTY DEED FROM JOAN L. ANDERSON, UNMARRIED AND SAM ALLEN BARRETT, MARRIED, OF RECORD IN BOOK 509, PAGE 1087, RECORDED ON JUNE 14TH, 2005, IN THE REGISTER'S OFFICE OF RUTHERFORD COUTNY, TENNESSEE.

THIS TRACT IS SUBJECT TO A 100' ELECTRIC EASEMENT RECORDED IN RECORD IN BOOK 56, PAGE 114, RECORDED MARCH 5TH, 1913, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

THIS TRACT IS ALSO SUBJECT TO A 125' GAS LINE EASEMENT "RIGHT OF WAY EASEMENT" RECORDED APRIL 19TH, 1972 RECORDED IN DEED BOOK 108, PAGE 337; AS AFFECTED BY AGREEMENT IN BOOK 211, PAGE 413, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

FURTHERMORE, THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED AND/OR RESTRICTIONS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

PARK PROGRAM:

SITE AREA: +/- 19.01 ACRES
(INCLUDES GAS AND ELECTRIC EASEMENTS)

DISC GOLF COURSE
RED/WHITE 18 HOLE COURSE

WALKING PATH
+/- 1 MILE LOOP ON SITE
FOLLOWS PERIMETER OF DISC GOLF COURSE

125' GAS LINE EASEMENT

PERIMETER FENCE

MULCH WALKING TRAIL

FUTURE RESIDENTIAL DEVELOPMENT

DOG PARK

PARKING +/- 39 CARS

PLAY GROUND

PAVILION/ RESTROOMS

GATE

PARKING +/- 9 CARS

OPEN LAWN

100' ELECTRIC EASEMENT

FUTURE RD EXTENSION

WHITE BIRCH AVE

FUTURE RESIDENTIAL DEVELOPMENT

OLD NASHVILLE HWY.

N

0 60 120
GRAPHIC SCALE

VINTAGE - SMYRNA PARK
CONCEPTUAL PLAN
March 4, 2025

GAMBLE DESIGN COLLABORATIVE

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.b.
Department: Planning
Date: December 9, 2025

Subject:
Consideration and authorization for the Mayor to execute an agreement between the Town of Smyrna and Vester Waldron, FLP relative to the Vintage.

Fiscal Impact:
Positive $1,548,253.98

Contract Type:
Original Contract

Contract Term (if applicable):
1. Land Dedication:
Developer will dedicate/donate land within the Vintage Development for public benefit
Dedicated land consists of Park Property
Developer must transfer the land within 30 days after subdivision plat is recorded

2. Valuation:
Total estimated certified value: $1,548,253.98
No further value estimates will be approved by the Town

3. Impact Fee Offsets:
Park impact fees waived up to $1,548,253.98 (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. 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

5. Contract Status:
Agreement dated for 2025

Background:
The property being developed as The Vintage was rezoned in 2021 from R-6 to PRD. The rezoning lowered the allowed density by 47 units, but was submitted to allow for

variances in setbacks, building height, and the ability to create a unique pedestrian oriented community. The development was approved to be built in four phases, with each phase having its own amenities including swimming pools, dog parks, fire pits, etc. As a part of the rezoning, approximately 19 acres was set aside to be a park that was to be owned and maintained by all four phases.

Summary:

The property owner, Vester Waldron FLP, and the developer, TDK, have approached the Town about donation of the 19 acres to the Town for use as a public park. As a part of this, an agreement to offset impact fees in an amount not to exceed $1,548,253.98 has been drafted for review. The Town would receive the dedicated land and in exchange would offset the equivalent amount in park impact fees that would otherwise be collected. This arrangement provides the Town with valuable public infrastructure and land at no direct cost.

Recommended Council Action:

Staff recommends approval.

Attachments:

1. Vintage Impact Fee Agreement 11-17-25
2. Vintage Park Land Appraisal Report
3. Vintage Developments - Park Design

AGREEMENT
BETWEEN THE TOWN OF SMYRNA AND
VW, FLP
RELATED TO THE VINTAGE

This contract and agreement made and entered into on _____ 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 Vester Waldron, FLP, or affiliate (hereinafter "Developer") having an address of 125 River Rock Blvd, Suite A, Murfreesboro, Tennessee, which contract and agreement is related to the The Vintage Development (hereinafter "The Vintage" or "Development"):

WHEREAS, the Town of Smyrna Council, on _____, 202_, approved a development known as The Vintage PRD Blocks 2, 3, and 4, located as described in _____, located in, Smyrna, TN, subject to certain terms and conditions; and

WHEREAS, as part of the approval of the plat and the development, certain infrastructure improvements were required to be made, including a development of a park; and

WHEREAS, the Developer and its partner, TDK Companies, will be constructing the Improvements; and

WHEREAS, the Town Engineer for the Town of Smyrna verifies that the Improvements were designed to the standards of the Town of Smyrna and will be inspected by the Town, and any future extensions for incomplete Improvements will be subject to inspection and compliance with Town of Smyrna standards; 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 construct such improvements 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 in construction under certain terms and conditions; and

WHEREAS, the Town and the Developer desire to enter into such an Impact Fee Development Agreement for the Development.

WHEREAS, the Developer, in exchange for the reimbursement of impact fees paid by the Development, agrees to donate the land described in Exhibit A (attached hereto and incorporated by reference) to the Town of Smyrna, for a Town Park, to be owned, operated, and maintained by the Town, subject to the Developer delivering good and marketable title free and clear of all liens and encumbrances.

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 Improvements are "qualifying improvements" as such term is used in the Town of Smyrna Municipal Code Impact Fee Ordinance. Developer agrees to construct the improvements as shown in Exhibit B (attached hereto and incorporated by reference) in accordance with the approved construction plans for The Vintage Development, which plans are on file with the Town and are incorporated herein by reference.

   Although it may be necessary for other ancillary infrastructure improvements to be made, such as the installation of a sidewalk, this Agreement shall relate only to the costs of construction of the park and all roadways and other items as specified in the Cost Estimate defined in Paragraph 2. Reimbursement of impact fees shall not be provided for any other items or amounts other than those listed and accepted in the certified Cost Estimate attached hereto and only to the extent impact fees are paid to the Town related hereto, not exceeding under any circumstances the accepted figure in the certified Cost Estimate.

2. **Estimated Cost of Qualifying Improvements**: It is agreed and understood that the Cost 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 cost, approved by the Town, as total costs for the Qualifying Improvements is One Million Five Hundred Forty-Eight Thousand Two Hundred Fifty-Three Dollars and Ninety-Eight Cents ($1,548,253.98). It is agreed by the parties that the estimated certified cost shall include any and all past, current, and/or future construction costs, including any warranty or defect repair work, in any way, shape, form, or fashion related to the Qualifying Improvements.

   By the express terms of this Agreement, no further cost estimates, whether by bid or estimates certified by an engineer, shall be approved by the Town.

3. **Schedule for Initiation and Completion**: It is acknowledged by the parties that initiation of the construction of the Qualifying Improvements will commence with the start of Block 3 of the Development and be completed upon the completion of Block 4 of the Development.. Completion of the Qualifying Improvements shall not be finalized until the Town of Smyrna conducts an initial inspection of the Qualifying Improvements and fully accepts in writing the Qualifying Improvements. Thereafter, for a period of one
(1) year (the "Warranty Period"), Developer shall be responsible for maintenance and repair of the Qualifying Improvements related to any defects in the construction, whereupon all bonds, letters of credit, and escrow monies related to the Qualifying Improvements shall be released by the Town.

4. **Standards for Construction**: Qualifying Improvements are to be designed and completed in compliance with all Town ordinances and standards. Design and construction shall be approved by the Town, and such approval shall be granted in accordance with the Town's customary practice. Specifically, the Qualifying

Improvements are to be constructed to Town of Smyrna standards in accordance with the Town of Smyrna Subdivision Regulations, the Municipal Zoning Ordinance, the Municipal Code, and any other adopted or referenced standard utilized in the Town of Smyrna. Roadways for purposes of this Agreement include the curb and gutter and sidewalks. The roadways shall be subject to inspection by the Town of Smyrna upon completion. Defects in construction shall be the responsibility of the Developer until such time as the roadways are fully accepted in writing by the Town of Smyrna. In no event shall maintenance and repair responsibility of such Qualifying Improvements be assumed by the Town prior to expiration of the Warranty Period.

5. **Reimbursement of Park Impact Fees**: It is agreed by the parties that the Town will reimburse to the Developer impact fees paid for structures obtaining certificates of occupancy in The Vintage Development, Blocks 2,3, and 4, which is 100% of the cost as allowed for offsets by the Town of Smyrna Municipal Code, Smyrna Impact Fee Ordinance. Said reimbursement shall be made only from impact fees that are paid for structures obtaining certificates of occupancy in The Vintage Development, Blocks 2, 3, and 4.

6. **Park Impact Fee Reimbursements: Reimbursements** shall not be due and payable to the Developer until the Qualifying Improvements are complete and have passed initial inspection by the Town (so, for the avoidance of doubt, the parties agree that the Developer shall be entitled to receive reimbursements during and after the Warranty Period). Thereafter, impact fee reimbursements shall be paid to the Developer within forty-five (45) days of receipt by the Finance Department. The Developer agrees that the reimbursements referred to herein shall begin with park impact fees which are collected from The Vintage Development beginning the date of this Agreement and thereafter. The Town shall reimburse park impact fees until ten years (120 months) after the first building permit is granted; thereafter, any park impact fees received through the Development shall belong to the Town in their entirety.

7. **Indemnification**: The Developer agrees to indemnify, defend, and hold harmless the Town of Smyrna, its officials, officers, agents, and employees, from and against all claims, suits, actions, damages, costs, losses and expenses, including reasonable attorney's fees and court costs, arising out of or connected with (a) the Developer's performance or failure to perform under this Agreement, (b) the design, construction, or condition of the Qualifying Improvements prior to final acceptance by the Town, (c) any negligent or wrongful acts or omissions of the Developer, its contractors, subcontractors, agents, or employees, or (d) any breach of this Agreement by the Developer. This indemnification obligation shall survive the termination or expiration of this Agreement.

8. **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, with consent from the

Town, which consent shall not be unreasonably withheld, conditioned, or delayed. Notice of any intent to transfer shall be provided to the Town on or before the date that is twenty (20) days prior to such transfer. The Town shall have until the date that is ten (10) days after its receipt of such notice to notify the Developer in writing of any reasonable objections the Town may have to such transfer. If the Town fails to timely provide its reasonable objections to the Developer in accordance with the terms of this Paragraph, the Town will be deemed to have approved the transfer. For purposes of this Paragraph, the Town agrees that it will not object to any such transfer if the transferee (a) is of a financial capacity that is equal to or greater than the Developer; (b) has (or enters into a binding contract with a party that has) the same or more residential development experience than the Developer; and (c) is not subject to any current, unresolved disputes with the Town, or is (d) currently or within the past five years has been a party in litigation with a government agency. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties hereto and their successors and assigns. Any other assignment by Developer shall require the Town's written consent. The Town shall not have the right to assign rights, its duties or obligations under this Agreement.

9. **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.

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

VESTER WALDRON, FLP

BY: _____
Name:_____
Title:_____

TOWN OF SMYRNA, TENNESSEE

BY: _____
Name: Mary Esther Reed
Title: Mayor

ATTEST: _____
Amber Hobbs, Town Clerk

STATE OF _____)
: ss
COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____, 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 Vester Waldron, FLP, the within named bargainor 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 __day of _____, 2025.

_____
Notary Public

My Commission Expires:_____ (seal)

APPRAISAL REPORT
Of Land - Park / Open Space

VINTAGE PARK LAND

Needham Dr
Smyrna, Tennessee 37167

As-Is: July 23, 2025
Date of Report: July 23, 2025

PREPARED FOR
Greg Waldron

Waldron Enterprises
125 River Rock Boulevard, Suite A
Murfreesboro, TN 37128

PREPARED BY

R.K. BARNES
REAL ESTATE ADVISORS

5205 Maryland Way, Suite 202
Brentwood, TN 37027

File No: BNA-250247

R.K. Barnes & Associates, Inc.
5205 Maryland Way, Suite 202
Brentwood, TN 37027
615-369-0670

July 23, 2025

Greg Waldron

Waldron Enterprises
125 River Rock Boulevard, Suite A
Murfreesboro, TN 37128

RE: Appraisal Report
Vintage Park Land
Needham Dr, Smyrna, Tennessee 37167

R.K. Barnes & Associates, Inc. File No: BNA-250247

Mr. Waldron:

R.K. Barnes & Associates, Inc. is proud to present the appraisal that satisfies the agreed upon scope of work with Waldron Enterprises. The subject property, located at Needham Dr, Smyrna, TN, is a Class A, land, park / open space land located in the Smyrna submarket. There is planned infrastructure to include paving, curb, sidewalks, utilities, etc. This appraisal assumes the completion of this infrastructure in the valuation. We have been provided with an estimate of these costs, however, the civil and architectural plans have not been finalized and as such this value may be subject to change accordingly.

The purpose of this appraisal is to develop an opinion of the As-Is (Fee Simple Estate). The following table conveys the final opinion of value that is developed in this appraisal:

MARKET VALUE CONCLUSION				
VALUATION SCENARIO	INTEREST APPRAISED	EXPOSURE TIME	EFFECTIVE DATE	VALUE
As-Is	Fee Simple Estate	12 Months or Less	July 23, 2025	$6,275,000

This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP).

Extraordinary Assumptions

The use of an extraordinary assumption(s) may have impacted the results of the assignment. According to the agreed upon scope of work, we have not performed a physical inspection of the subject property, neighborhood, or comparable data. We have relied on readily available public information and information provided by the Client to ascertain the physical and economic characteristics of the site, improvements, neighborhood, and comparable data. There may be issues readily identifiable only by a physical inspection that would have a material impact on the fair value estimate. Our value conclusion assumes no material issues exist.

R.K. Barnes & Associates, Inc.
5205 Maryland Way, Suite 202
Brentwood, TN 37027
615-369-0670

Hypothetical Conditions

The use of a hypothetical condition(s) may have impacted the results of the assignment. The market value as defined within 7 CFR Part 3560.752(b)(1)(ii), is premised upon a hypothetical condition as-if the subject is able to be separated from the original tract and sold based upon underlying zoning. This is not legally possible currently as the subject land area is required for open green space for the current approved development. This area is being donated to the city for a municipal park and we have been asked to provide a "hypothetical market value" of the land for purposes of this transfer. This valuation represents a premise that is not true or possible given current zoning and legal requirements. The recipient/user of this report has asked us to provide this valuation for their use only based upon this premise.

The key appraisal problem to be solved is the hypothetical valuation of open area or green space of a multi-family development. Due to the size of the open area, almost 20 acres, the city of Smyrna and the developer of the multifamily project have entered into an agreement for the land to be improved with infrastructure such as roads, walkways, etc. the be donated to the city for public use. The city of Smyrna will then be responsible for all maintenance and upkeep of this land area. We have been asked to value the underlying land and improvements based upon the hypothetical condition that they can be separated from the development and have a market value based upon underlying zoning.

If there are any specific questions or concerns regarding the attached appraisal report, or if R.K. Barnes & Associates, Inc. can be of additional assistance, please contact the individuals listed below.

Respectfully submitted,

R.K. BARNES & ASSOCIATES, INC.

Robert K. Barnes, MAI, CCIM
Senior Managing Director
Certified General Real Estate Appraiser
Tennessee License No. 122
Expiration Date 10/31/2025
615-369-0670
ken@rkbarnes.com

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EXECUTIVE SUMMARY

PROPERTY IDENTIFICATION

Name	Vintage Park Land
Property	Land - Park / Open Space
Address	Needham Dr
City, State Zip	Smyrna, Tennessee 37167
County	Rutherford County
MSA	Nashville-Davidson-Murfreesboro-Franklin, TN MSA
Market / Submarket	Nashville MSA / Smyrna
Geocode	35.993666,-86.550093
Census Tract	47-149-040312

SITE DESCRIPTION

Number of Parcels	1	
Assessor Parcel Number	028/44.07	
Land Area	Square Feet	Acres
Usable	858,088	19.699
Total	858,088	19.699
Zoning	Planned Residential Development (PRD)	
Shape	Irregular	
Topography	Rolling	
Flood Zone	Zone X (Unshaded)	
Seismic Zone	Low Risk	

Tenancy

QUALITATIVE ANALYSIS

Site Location Quality	Very Good
Site Access	Very Good
Site Exposure	Very Good
Building Quality	Average
Building Condition	Very Good

HIGHEST & BEST USE

Proposed Construction	No
As Vacant	Multi family development
As Improved	

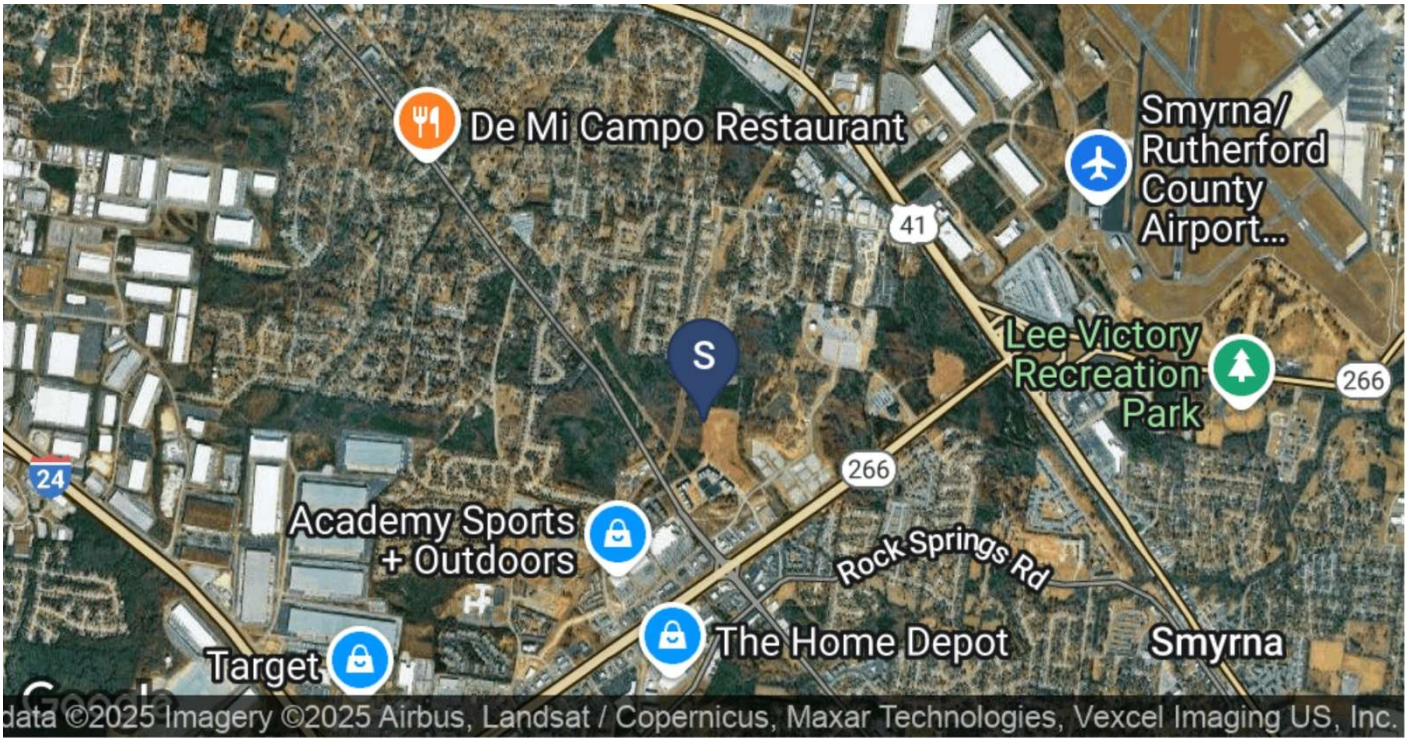
EXPOSURE & MARKETING TIME

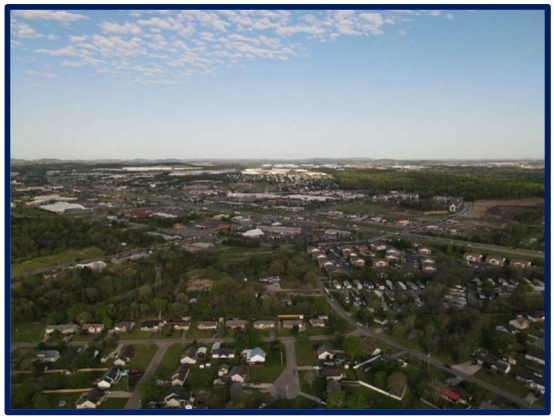
Exposure Time	12 Months or Less
Marketing Time	12 Months or Less

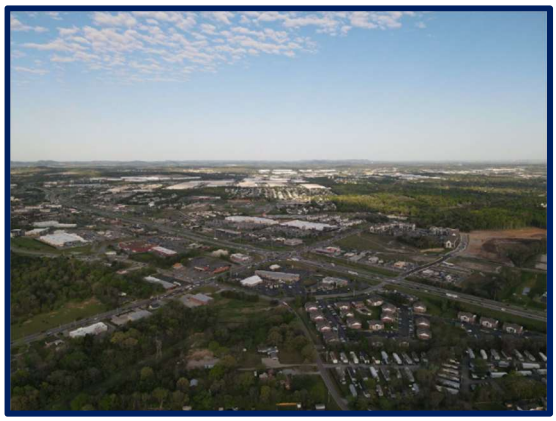
VALUE CONCLUSION

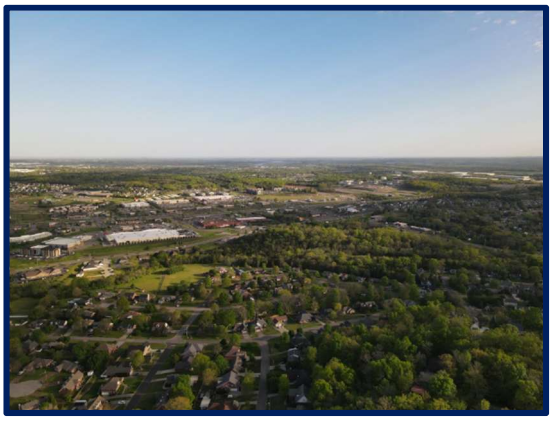
VALUATION SCENARIOS	AS-IS
Interest	Fee Simple Estate
Exposure Time	12 Months or Less
Effective Date	July 23, 2025
Site Value	$6,275,000
Cost Approach	Not Presented
Sales Comparison Approach	$4,725,000
Income Capitalization Approach	Not Presented
FINAL VALUE CONCLUSION	**$6,275,000**

SUBJECT PROPERTY PHOTOGRAPHS









PROPERTY IDENTIFICATION

The subject property, located at Needham Dr, Smyrna, TN, is a Class A, land, park / open space land located in the Smyrna submarket.

The assessor parcel Number is: 028/44.07.

LEGAL DESCRIPTION

The legal description of the subject property is presented in the Addenda.

CLIENT IDENTIFICATION

The client of this specific assignment is Waldron Enterprises.

INTENDED USE & INTENDED USERS

The intended use of this appraisal is to assist the client in making internal business decisions related to this asset. Intended users include Waldron Enterprises and assigned professionals such as management and external auditors assisting the client in matters related to the intended use. This city of Smyrna would be an intended user to aid in this transfer.

PURPOSE

The purpose of this appraisal is to develop an opinion of the As-Is (Fee Simple Estate).

PERSONAL PROPERTY & BUSINESS INTANGIBLE

There is no personal property (FF&E) included in this valuation. There is not any business or intangible value included in the value conclusion reported herein.

PROPERTY AND SALES HISTORY

Current Owner

The subject title is currently recorded in the name of Waldron Vester Family Limited Partnership who acquired title to the property on N/A for the improvements for N/A, as recorded in the Rutherford County Deed Records, Document Number .

Current Pending Sale/Under Contract

Tou our knowledge, the subject is not/is actively listed on the market or is not/is uunder contract.

Three-Year Sales History

According to county records there has been no transfer of ownership for the subject property in the past three years and there is no known pending sale or listing of the subject.

EXPOSURE & MARKETING TIME

Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price were less. Hence, the time span cited below coincides with the value opinion(s) formed herein.

Exposure Time Conclusion

An exposure time of 12 months or less is predicted for the subject.

Marketing Time Conclusion

A marketing time of 12 months or less is predicted for the subject.

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the fee simple estate

Fee Simple Interest

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.[2]

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.[3]

VALUE SCENARIOS

As-Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.[4]

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.[5]

[1] Office of Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C -Appraisals, 34.42 (g); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g); This is also compatible with the FDIC, FRS and NCUA definitions of market value.

[2] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

[3] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

[4] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

[5] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."[6]

SCOPE OF WORK

The scope of work for this appraisal assignment is outlined below:

- The appraisal analyzes the regional and local area profiles including employment, population, household income and real estate trends. The local area was inspected to consider external influences on the subject.
- The appraisal analyzes legal and physical features of the subject including site size, flood zone, seismic zone, site zoning, easements, encumbrances, site access and site exposure.
- The appraisal includes a apartment market analysis for the Nashville MSA and the Smyrna submarket using vacancy, absorption, supply and rent data. Conclusions were drawn for the subject's competitive position given its physical and locational features, current market conditions and external influences.
- The appraisal includes a highest and best use analysis and conclusions have been completed for the highest and best use of the subject property As Vacant. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject site.
- In selecting applicable approaches to value, the appraiser considered the agreed upon appraisal scope and assessed the applicability of each traditional approach given the subject's characteristics and the intended use of the appraisal. As a result, this appraisal developed the Land Sales Comparison Approach. The values presented represent the As-Is (Fee Simple Estate).
- The assignment was prepared as an Appraisal Report in accordance with USPAP Standards Rules 2, with the analysis stated within the document and representing a brief level of analysis.
- The author of this report is aware of the competency rule of USPAP and meets the standards.

ASSISTANCE PROVIDED

No one provided real property appraisal assistance to the individuals signing this report.

SOURCES OF INFORMATION

The following sources were contacted to obtain relevant information:

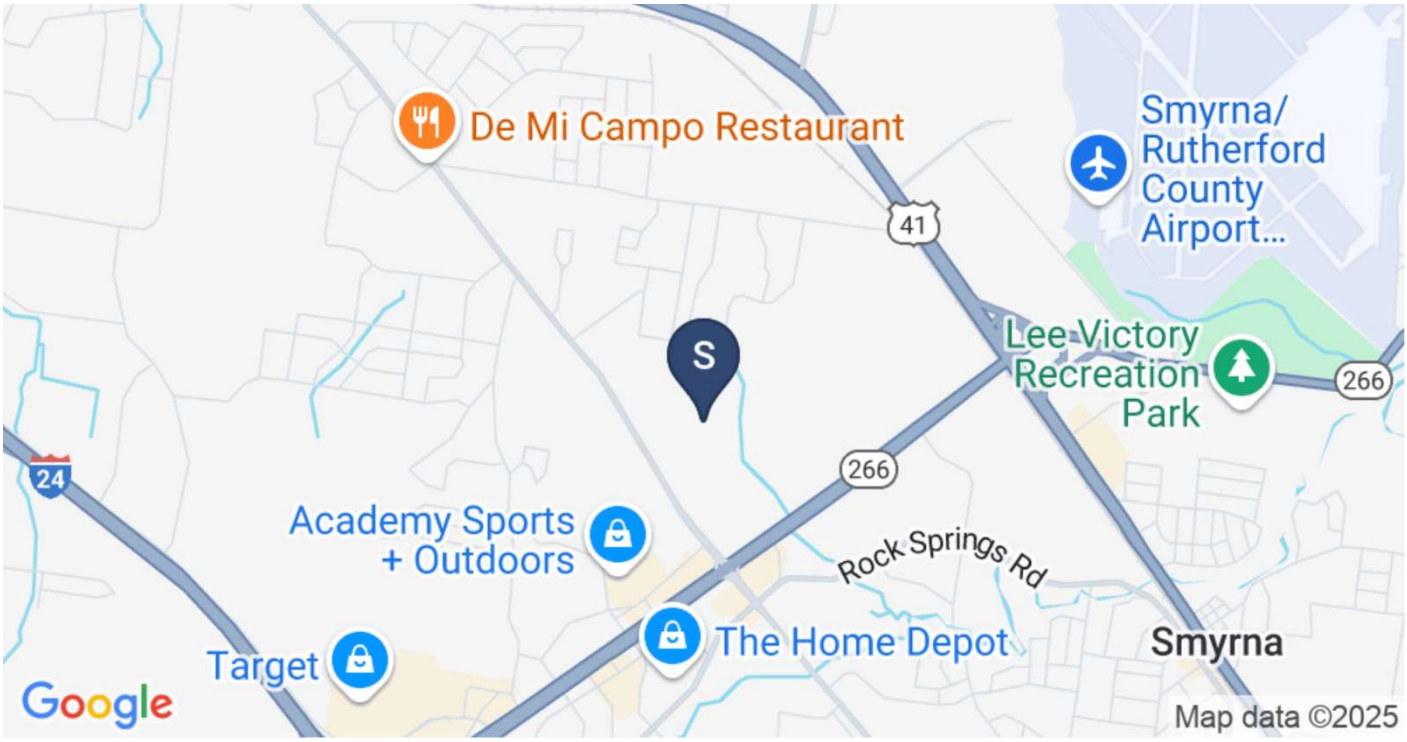
[6] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

INFORMATION PROVIDED	
Property Assessment & Tax	Rutherford County Assessor
Zoning & Land Use Planning	City of Smyrna
Site Size	Rutherford County Assessor
Building Size	Rutherford County Assessor
Supply & Demand	CoStar
Flood Map	FEMA
Demographics	STDB On-Line
Comparable Information	MLS | Public Records | CoStar | Confirmed by Local Agents
Legal Description	Deed
Construction Costs/Budget	Client

The lack of unavailable items could affect the results of this analysis. As part of the general assumptions and limiting conditions, the subject is assumed to have no adverse easements, significant items of deferred maintenance, or be impacted by adverse environmental conditions.

SUBJECT PROPERTY INSPECTION

PROPERTY INSPECTION				
APPRAISER	**INSPECTED**	**EXTENT**	**DATE**	**ROLE**
Robert K. Barnes, MAI, CCIM	No	N/A	July 23, 2025	Primary Appraiser
ALSO PRESENT	**COMPANY**	**EXTENT**	**DATE**	**AFFILIATION**
Greg Waldron	Waldron Enterprises		July 23, 2025	



REGIONAL AREA INTRODUCTION

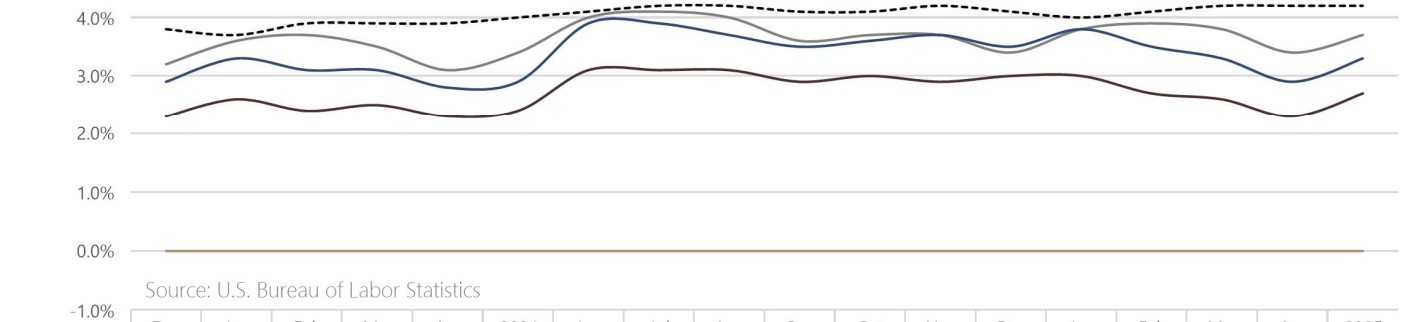
The subject property is in Smyrna, Tennessee. The map above illustrates the subject property location relative to the Nashville-Davidson-Murfreesboro-Franklin, TN MSA metropolitan area. The Nashville MSA is the 35th largest in the United States and is the largest metropolitan area in the state of Tennessee. The region encompasses ± 7,484 square miles and consists of 13 counties. The region's focal point is Nashville, the capital of Tennessee. Nashville is known by many as the "Music City" due to the large number of businesses in the music industry; however, it is gaining acknowledgement from outsiders as a trendy, mid-sized city in the south that provides attractive living and business opportunities.

Nashville serves as the primary trade center for the region, which includes the most southern Kentucky and northern Alabama areas. Overall, the economic market provides significant long-term business and economic opportunities in North America.

Unemployment

Typically, a good indicator of positive and negative change within an area is the level of job growth or decline. The following graphs charts the trailing 18 months and trailing 10 years unemployment rate for the United States, South Region, Tennessee, Nashville-Davidson-Murfreesboro-Franklin, TN MSA, and Rutherford County.

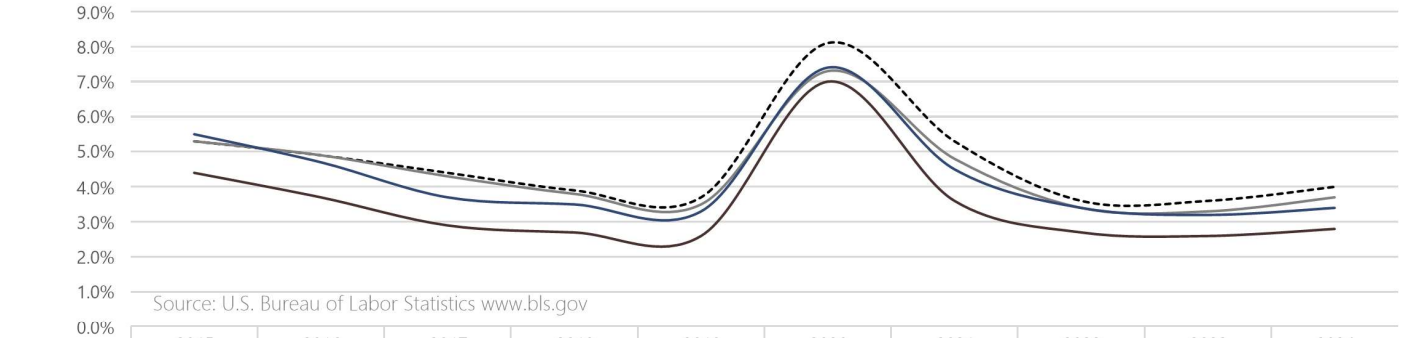
MONTHLY UNEMPLOYMENT RATE (18 MONTHS)



Source: U.S. Bureau of Labor Statistics

	Dec	Jan	Feb	Mar	Apr	2024 May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	2025 May
Nation	3.8%	3.7%	3.9%	3.9%	3.9%	4.0%	4.1%	4.2%	4.2%	4.1%	4.1%	4.2%	4.1%	4.0%	4.1%	4.2%	4.2%	4.2%
Region	3.2%	3.6%	3.7%	3.5%	3.1%	3.4%	4.0%	4.1%	4.0%	3.6%	3.7%	3.7%	3.4%	3.8%	3.9%	3.8%	3.4%	3.7%
State	2.9%	3.3%	3.1%	3.1%	2.8%	2.9%	3.9%	3.9%	3.7%	3.5%	3.6%	3.7%	3.5%	3.8%	3.5%	3.3%	2.9%	3.3%
Area	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
County	2.3%	2.6%	2.4%	2.5%	2.3%	2.4%	3.1%	3.1%	3.1%	2.9%	3.0%	2.9%	3.0%	3.0%	2.7%	2.6%	2.3%	2.7%

ANNUAL UNEMPLOYMENT RATE (10 YEARS)



Source: U.S. Bureau of Labor Statistics www.bls.gov

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Nation	5.3%	4.9%	4.4%	3.9%	3.7%	8.1%	5.3%	3.6%	3.6%	4.0%
Region	5.3%	4.9%	4.3%	3.8%	3.5%	7.3%	4.8%	3.4%	3.3%	3.7%
State	5.5%	4.7%	3.7%	3.5%	3.3%	7.4%	4.5%	3.4%	3.2%	3.4%
Area										
County	4.4%	3.7%	2.9%	2.7%	2.6%	7.0%	3.6%	2.7%	2.6%	2.8%

Employment

The following chart shows the trailing 10 years employment for the state of Tennessee, Nashville-Davidson-Murfreesboro-Franklin, TN MSA, and Rutherford County.

STATE & REGIONAL EMPLOYMENT						
YEAR	STATE	% CHG.	AREA	% CHG.	COUNTY	% CHG.
2015	2,907,967	1.9%	-	-	149,267	4.5%
2016	2,987,176	2.7%	-	-	156,573	4.7%
2017	3,068,306	2.6%	-	-	165,562	5.4%
2018	3,136,967	2.2%	-	-	173,314	4.5%
2019	3,218,077	2.5%	-	-	181,389	4.5%
2020	3,049,480	(5.5%)	-	-	172,460	(5.2%)
2021	3,168,586	3.8%	-	-	185,051	6.8%
2022	3,248,260	2.5%	-	-	194,844	5.0%
2023	3,270,602	0.7%	-	-	198,554	1.9%
2024	3,303,023	1.0%	-	-	201,214	1.3%
CAGR	**1.4%**	**-**	**-**	**-**	**-25.8%**	**-**

Source: U.S. Bureau of Labor Statistics www.bls.gov

Employment in the Nashville region has been improving for the past several years and unemployment rates in the MSA are consistently below the U.S. and state averages. Like the rest of the country the area was impacted by the coronavirus pandemic as unemployment began increasing in March/April of 2020. The Nashville MSA started reopening portions of the economy in May 2020. Since the reopening non-farm payrolls have increased.

The region's economy is well diverse with the main industries being trade, transportation, and utilities, professional and business services, leisure and hospitality, education and health services, and public administration. The following chart illustrates the top employers and Fortune 500/1000 Companies that are headquarters in the region:

TOP REGIONAL EMPLOYERS

* National, Regional or Division Headquarters

Source: 2021 Book of Lists

Vanderbilt University Medical Center*	28,300	Middle Tennessee State University*	2,221
HCA Healthcare, Inc.*	10,600	GEODIS	2,216
Nissan North America*	10,500	Ingram Content Group Inc.*	2,084
Amazon	10,000	UnitedHealthcare	2,046
Vanderbilt University*	8,822	Tyson Foods Inc.	1,961
Saint Thomas Health*	8,335	YMCA of Middle Tennessee	1,952
The Kroger Co.	7,813	Brookdale Senior Living Inc.*	1,903
Randstad	4,550	CEVA Logistics	1,876
Community Health Systems*	4,537	AdvancedHEALTH	1,870
Asurion*	4,260	LifePoint Health*	1,858
Bridgestone Americas Inc.*	4,110	Dell Technologies	1,800
Electrolux Home Products North America	3,400	Agero	1,700
Cracker Barrel Old Country Store Inc.*	3,389	Tractor Supply Co.*	1,687
National Healthcare Corp.	3,028	Deloitte	1,681
Shoney's Inc.*	3,000	Trane Co.	1,640
Walgreens	2,715	Envision Healthcare Corp.*	1,600
Dollar General Corp.*	2,671	Austin Peay State University*	1,594
Gaylord Opryland Resort & Convention Center*	2,500	Gap Inc.	1,571
A.O. Smith Corp.	2,464	UBS Nashville Business Solution Center	1,546
SmileDirectClub*	2,316	Ford Motor Credit Co LLC	1,500
AT&T Inc.	2,250	Schneider Electric	1,415

FORTUNE 500/1000 COMPANIES RANKS

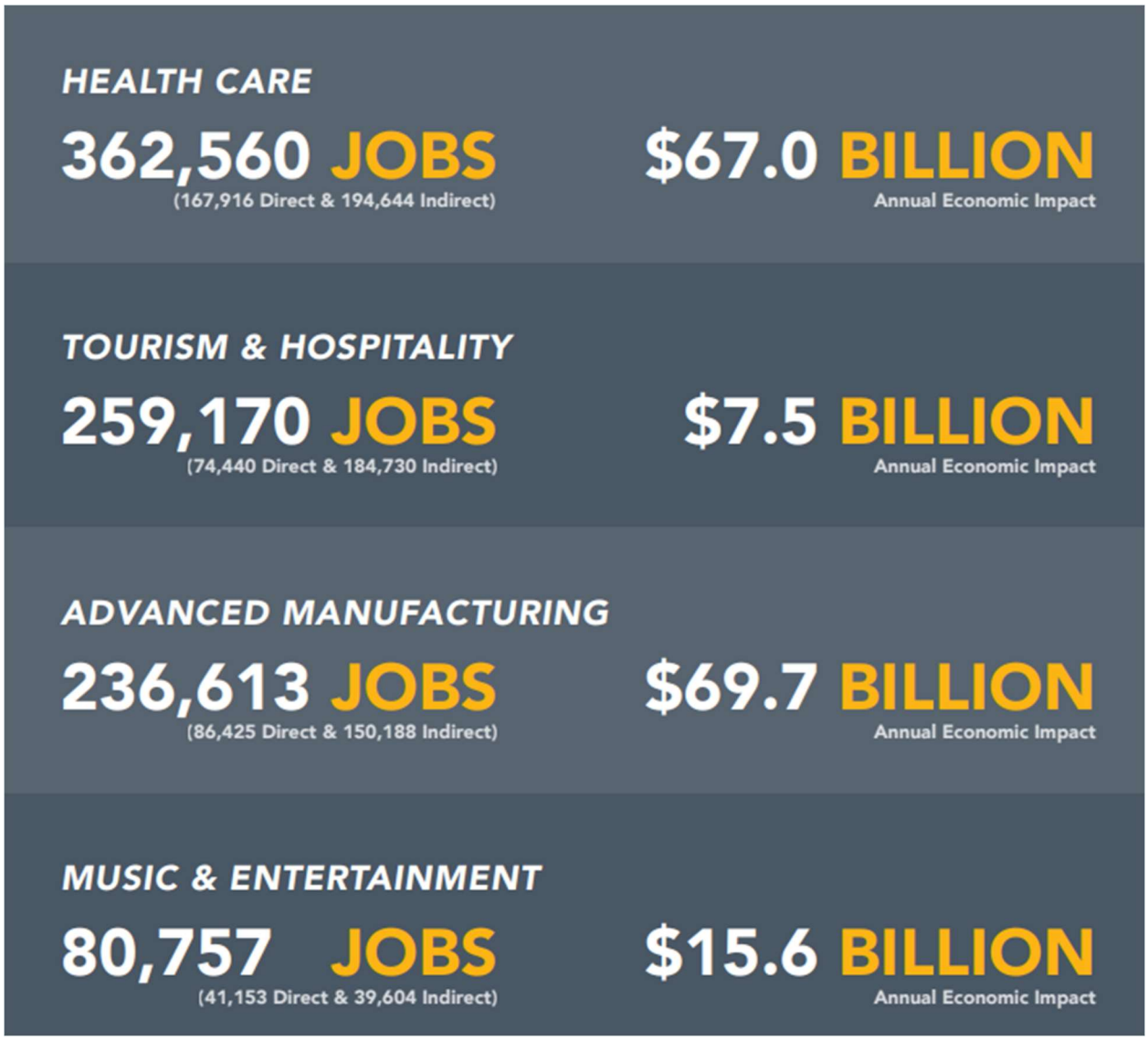
Source: Fortune, 2022

HCA Healthcare	67	Change Healthcare	815
Dollar General	106	Cracker Barrel Old Country Store	871
Tractor Supply Co.	294	Brookdale Senior Living	891
Community Health Systems	304	Genesco	931
Delek US Holdings	346	Acadia Healthcare	944
Yellow	591	Surgery Partners	976
Louisiana-Pacific	645		

Source: Nashville 2023 Regional Economic Development Guide

As shown, Vanderbilt University/Hospital is by far the largest employers in the Nashville area. Tennessee has one of the nation's lowest tax burdens for doing business compared to other regions in the country. As a result, the area is one of the nation's best regions for companies relocating, expanding, and starting up.

The following chart illustrates some of the regions key economic driver's and their impacts on the region:



Source: Nashville 2023 Regional Economic Development Guide

The diverse economy and the sectors above have made Nashville one of the region's most attractive growth centers. The region has ranked within the top 10 large metros for job growth for the past several years.

Distribution of employment by sector reflects the area's economic character. Employment by industry for the MSA is as follows based on information provided by the Bureau of Labor Statistics.

Data Series	Back Data	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024
Labor Force Data							
Civilian Labor Force(1)		1,144.7	1,152.1	1,165.8	1,160.2	(P) 1,156.8	
Employment(1)		1,113.1	1,126.3	1,137.8	1,134.4	(P) 1,129.9	
Unemployment(1)		31.6	25.8	28.0	25.8	(P) 26.8	
Unemployment Rate(2)		2.8	2.2	2.4	2.2	(P) 2.3	
Nonfarm Wage and Salary Employment							
Total Nonfarm(3)		1,145.8	1,153.3	1,159.6	1,164.0	1,166.6	(P) 1,171.3
12-month % change		0.6	0.5	0.8	0.7	0.6	(P) 0.3
Mining, Logging, and Construction(3)		59.2	60.0	60.3	60.9	60.3	(P) 61.7
12-month % change		0.5	1.4	0.3	1.0	-0.8	(P) -1.6
Manufacturing(3)		86.7	87.2	87.8	87.3	87.6	(P) 87.6
12-month % change		0.5	0.6	1.5	1.4	1.7	(P) 0.8
Trade, Transportation, and Utilities(3)		226.5	223.9	223.0	223.6	224.0	(P) 225.1
12-month % change		1.7	0.7	0.4	0.7	0.4	(P) 0.3
Information(3)		31.2	31.1	31.4	30.9	30.6	(P) 31.1
12-month % change		-4.9	-6.0	-4.6	-2.2	-4.1	(P) -6.9
Financial Activities(3)		75.4	75.5	76.0	75.9	76.3	(P) 76.5
12-month % change		-5.4	-5.7	-5.2	-6.1	-6.2	(P) -6.9
Professional and Business Services(3)		191.5	193.9	195.8	194.8	195.4	(P) 197.1
12-month % change		-3.2	-2.6	-1.4	-2.7	-2.4	(P) -2.0
Education and Health Services(3)		173.3	177.6	177.2	178.8	178.5	(P) 179.0
12-month % change		2.8	4.0	3.9	4.4	4.8	(P) 5.1
Leisure and Hospitality(3)		126.1	126.0	128.7	132.2	134.7	(P) 135.2
12-month % change		2.3	0.7	0.9	0.9	1.1	(P) -0.6
Other Services(3)		48.2	48.9	49.1	49.2	49.5	(P) 50.5
12-month % change		3.2	4.3	5.1	4.0	3.6	(P) 5.4
Government(3)		127.7	129.2	130.3	130.4	129.7	(P) 127.5
12-month % change		4.3	3.6	4.3	3.8	4.2	(P) 4.2

Footnotes
(1) Number of persons, in thousands, not seasonally adjusted.
(2) In percent, not seasonally adjusted.
(3) Number of jobs, in thousands, not seasonally adjusted. See About the data.
(P) Preliminary

Source: Bureau of Labor Statistics

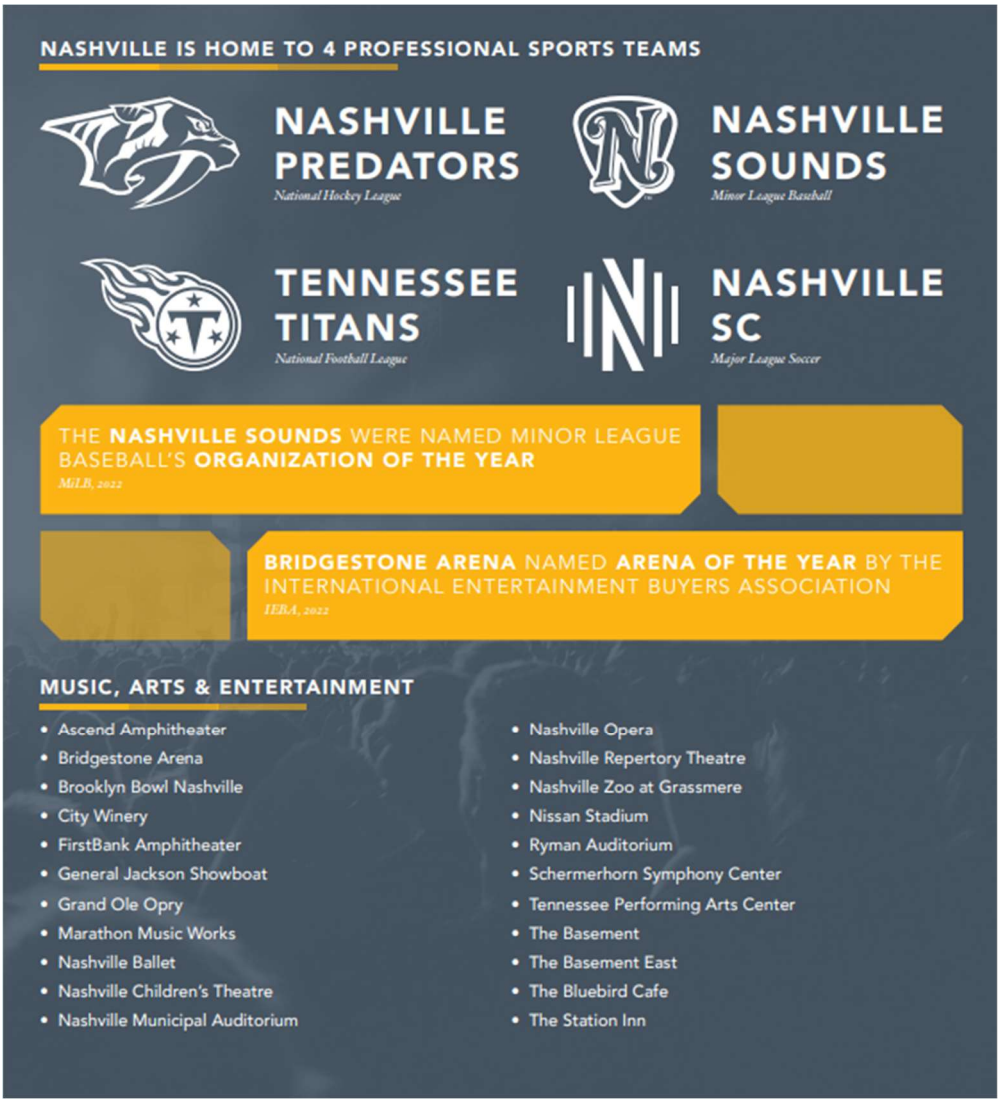
Tourism & Recreation

As previously mentioned, Nashville, Tennessee is lovingly referred to as "Music City" due to the large number of businesses in the music industry in and around the middle Tennessee area. Downtown Nashville is known

for its "Honky Tonks" which are several local bars located along Broadway that provide tourists with a genuine sense of the historical country music scene. Other tourist attractions associated with Nashville's Music Scene include, but are not limited to: The Tennessee Performing Arts Center, Schermerhorn Symphony Center, the Country Music Hall of Fame and Museum, Ryman Auditorium, Ascend Amphitheater, and the Belcourt Theatre. Nashville also has several other attractions that bring visitors from all over the world on an annual basis. The Frist Center for the Visual Arts, Tennessee State Museum, the Cheekwood Botanical Garden and Museum of Art, and the Parthenon are just a few. On any given weekend several special events bring forth participants in droves.

The following charts list several of the largest annual events in and around the Nashville area along with recreational activities.

Source: Nashville 2023 Regional Economic Development Guide



Source: Nashville 2023 Regional Economic Development Guide

The Nashville area supports several sports teams and events throughout the year. The major and minor league teams with homes in Nashville are Nashville Predators (NHL – Hockey), Tennessee Titans (NFL – Football), Nashville Sounds (MLB – Baseball), and Nashville Soccer Club (MLS – Soccer).

The list of teams shown above does not include many unassociated teams and leagues with large participation that occur on a weekly basis throughout the year and provide recreation options for Nashville's high school, college, and adult (21+) residents. Nashville provides several tourist and recreation options that supply the middle Tennessee area with a wide variety of extracurricular interests and improves the overall quality of living.

Education

The MSA offers an array of educational options including both public and private schools. Some of the major universities include Vanderbilt, Tennessee State, Middle Tennessee State, Belmont University, and Lipscomb University among others. The MSA also has several community colleges and vocational/technical schools. The education system provides businesses in the area with a skilled and diverse workforce. The following chart illustrates the region's enrollment in higher education institutions:

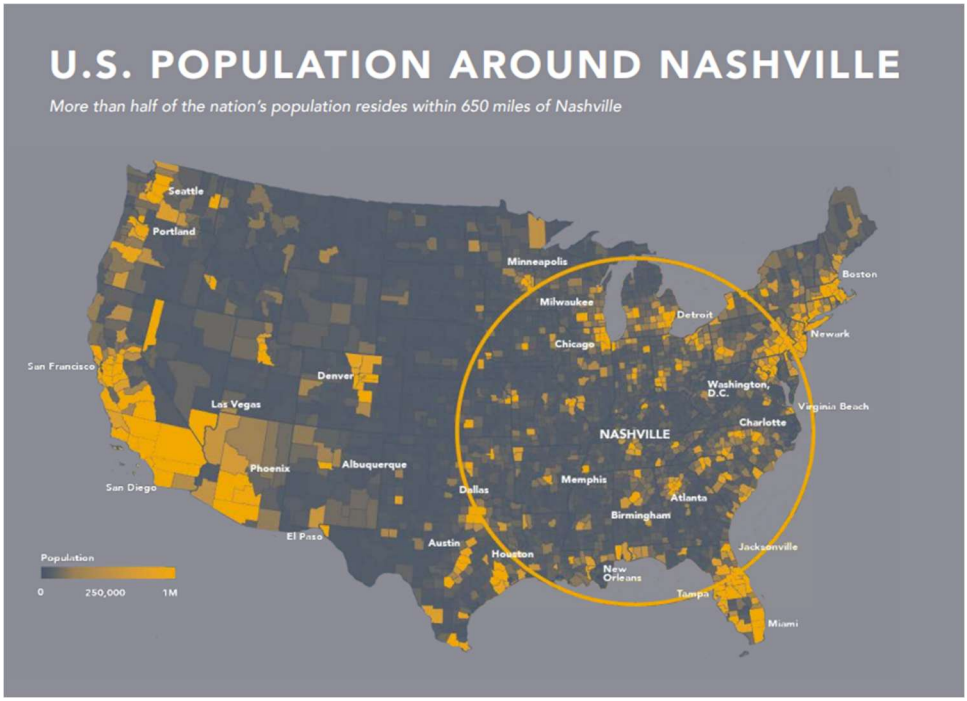
ENROLLMENT IN HIGHER EDUCATION

ACCREDITED 4-YR & POSTGRAD INSTITUTIONS		2021 TOTAL ENROLLMENT
Middle Tennessee State University	*Murfreesboro*	21,568
Vanderbilt University	*Nashville*	13,796
Tennessee Technological University	*Cookeville*	9,840
Austin Peay State University	*Clarksville*	9,609
Belmont University	*Nashville*	8,696
Tennessee State University	*Nashville*	8,077
Bethel University	*McKenzie*	4,011
Lipscomb University	*Nashville*	4,778
Trevecca Nazarene University	*Nashville*	3,717
Cumberland University	*Lebanon*	2,540
The University of the South	*Sewanee*	1,820
Meharry Medical College	*Nashville*	964
Fisk University	*Nashville*	942
2-YR INSTITUTIONS & TECH SCHOOLS		**2021 TOTAL ENROLLMENT**
Nashville State Community College	*Nashville*	6,647
Volunteer State Community College	*Gallatin*	7,417
Motlow State Community College	*Lynchburg*	5,852
Columbia State Community College	*Columbia*	5,383
Tennessee College of Applied Technology	*Nashville*	782
	Dickson	799
	Murfreesboro	496
Total		***117,734***

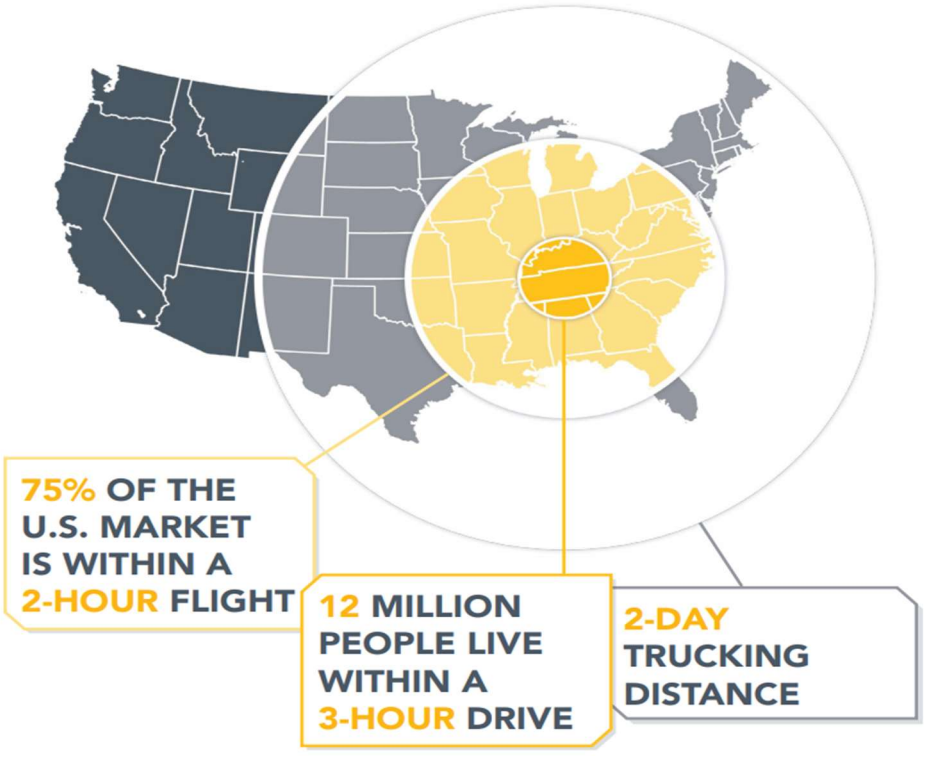
Source: Nashville 2023 Regional Economic Development Guide

Transportation

The Nashville area is centrally located within the nation, which provides the region a competitive advantage to businesses that locate here. Tennessee shares a border with eight states, providing connectivity to the southeast region and beyond. More than half of the nation's population resides within 650 miles of Nashville.

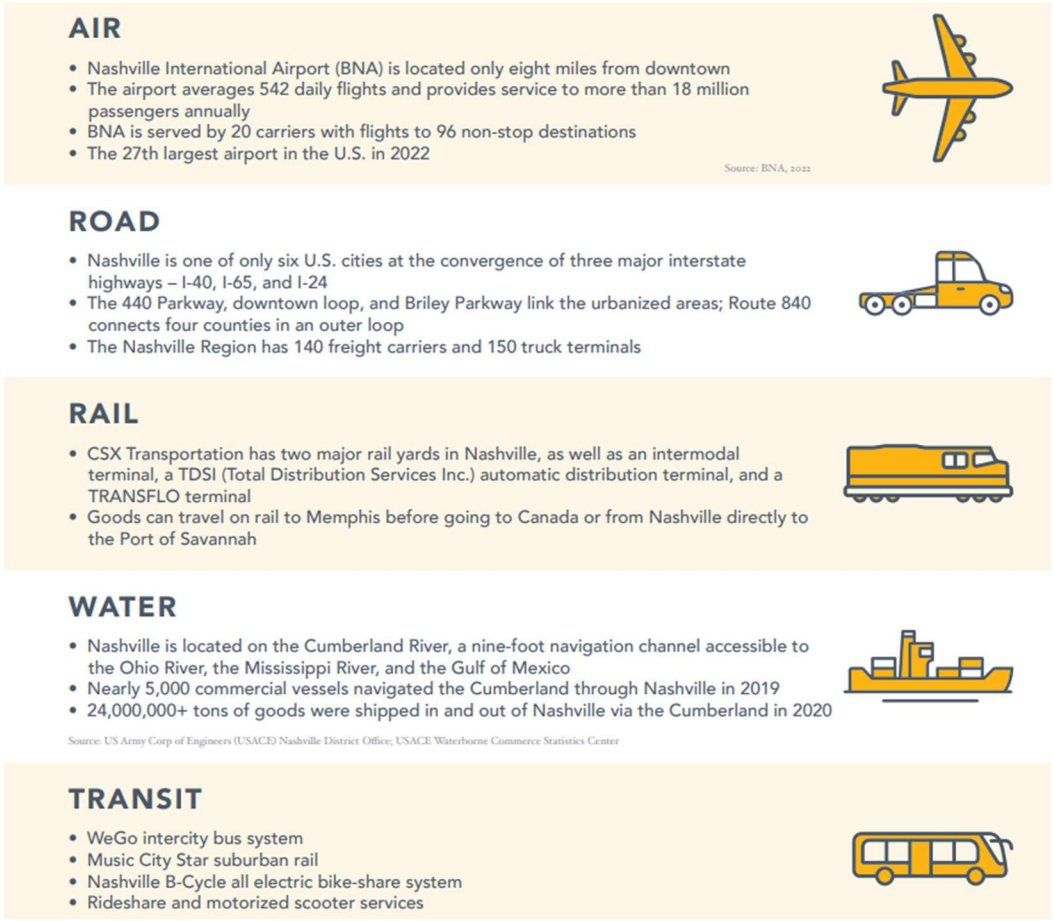


Source: Nashville 2023 Regional Economic Development Guide



Source: Nashville 2023 Regional Economic Development Guide

Major modes of transportation for the area are as follows:



Source: Nashville 2023 Regional Economic Development Guide

The region is the central location of three separate interstates: Interstate-65, Interstate-24, and Interstate-40. Briley Parkway is a four-lane arterial roadway that connects the northern and western portion of the City of Nashville and its respective interstates. Similarly, Route-840 on the south side of the metropolitan area connects four adjacent counties and their respective interstates.

The Nashville International Airport (BNA) is the city's major airport and is about a 10-minute drive (I-40) to the southeast of downtown Nashville. The airport originally opened in 1937 and for many years operated as a large American Airlines hub. Currently, it operates as a minihub for Southwest Airlines and provides over 440 daily flights with nonstop service to more than 50 destinations. The airport has a major economic impact on the region. The number of passengers flying from the airport over the past few years are as follows:

NASHVILLE INTERNATIONAL AIRPORT PASSENGER TRAVEL

Fiscal Year

	FY 2019	Mo%	Yr%	FY 2020	Mo%	Yr%	FY 2021	Mo%	Yr%	FY 2022	Mo%	Yr%	FY 2023	Mo%	Yr%	FY 2024	Mo%	Yr%
July	1,446,653	11.1	11.1	1,678,165	16.0	16.0	619,428	-63.1	-63.1	1,700,159	174.5	174.5	1,855,962	9.2	9.2	2,095,511	12.9	12.9
August	1,410,527	14.7	12.9	1,591,381	12.8	14.4	610,811	-61.6	-62.4	1,524,882	149.6	162.1	1,756,598	15.20	12.0	1,892,457	7.7	10.4
September	1,355,886	18.3	14.6	1,526,936	12.6	13.8	660,286	-56.8	-60.6	1,443,524	118.6	146.9	1,851,793	28.28	17.0	1,952,310	5.4	8.7
October	1,538,477	17.4	15.3	1,750,866	13.8	13.8	782,221	-55.3	-59.2	1,663,592	112.7	136.9	2,046,638	23.03	18.6	2,211,498	8.1	8.5
November	1,409,968	14.3	15.1	1,514,566	7.4	12.6	705,706	-53.4	-58.1	1,530,018	116.8	132.7	1,806,912	18.10	18.5	1,922,406	6.4	8.1
December	1,308,119	11.9	14.6	1,509,469	15.4	13.0	729,293	-51.7	-57.1	1,483,353	103.4	127.5	1,592,314	7.35	16.7	1,846,727	16.0	9.3
January	1,177,503	15.8	14.7	1,331,575	13.1	13.0	595,489	-55.3	-56.9	1,054,827	77.1	121.1	1,480,363	40.34	19.1	1,473,095	-0.5	8.1
February	1,171,579	15.5	14.8	1,336,102	14.0	13.1	543,026	-59.4	-57.1	1,198,296	120.7	121.1	1,501,172	25.28	19.8	1,586,401	5.7	7.8
March	1,511,541	15.6	14.9	765,879	-49.3	5.5	983,418	28.4	-52.1	1,578,011	60.5	111.5	1,927,948	22.18	20.1	2,043,143	6.0	7.6
April	1,501,291	14.7	14.9	62,533	-95.8	-5.5	1,111,447	,677.4	-43.8	1,630,089	46.7	101.7	1,909,643	17.15	19.7	2,033,005	6.5	7.5
May	1,663,640	17.3	15.1	201,656	-87.9	-14.4	1,388,451	588.5	-34.2	1,808,835	30.3	90.3	2,071,705	14.53	19.2	2,295,580	10.8	7.8
June	1,676,386	14.8	15.1	478,892	-71.4	-19.9	1,549,242	223.5	-25.2	1,832,410	18.3	79.5	2,065,931	12.74	18.5	2,359,413	14.2	8.4
Total	17,171,570			13,748,020			10,278,818			18,447,996			21,866,979			23,711,546		
	YTD% Change		15.1			-19.9			-25.2			79.5			18.5			8.4

Source: Metropolitan Nashville Airport Authority

The decline from 2020 to 2021 stemmed from the impact of the coronavirus pandemic; however, the number of passengers has bounced back over the past year with travel numbers for 2023 outpacing 2022 numbers. According to the president and CEO of the Metro Nashville Airport Authority, passenger traffic is expected to grow from 12 million to more than 20 million by 2035. In July 2016, the Metro Nashville Airport Authority announced a $1.2 billion renovation to meet the demands of future growth. This is the most expensive project in the city's history and will include a new lobby, more additional parking, concourse expansions, a new concourse, a hotel, and multi-modal transit lines. Construction is currently underway and is expected to take several years.

The area is serviced by the Metropolitan Transit Authority (MTA), which provides bus transit via a bus station in downtown Nashville with trips extending outward to less populated areas. The only commuter train is the Music City Star. It launched in the fall of 2006 and has one track that extends from downtown Nashville about 30 miles northeast to Lebanon. Although the entire system plan includes legs connecting to most of the Nashville suburbs, no other tracks have been constructed.

CSX Transportation is the area's only railroad, which is a large freight railroad that provides transportation of goods over 22,000 route miles of CSX-owned track located mostly along the east coast of the United States.

Geography and Climate

The area is located along the Cumberland River in the middle Tennessee area, which is made up of mostly level to rolling topography that range from 385 to 1,160 feet above sea level. The area's climate experiences the gambit with summer typically exhibiting hot, humid weather and winter temperatures remaining mostly mild. Some snowfall is experienced in winter months; however, one to two inches per year are common.

Cost of Living

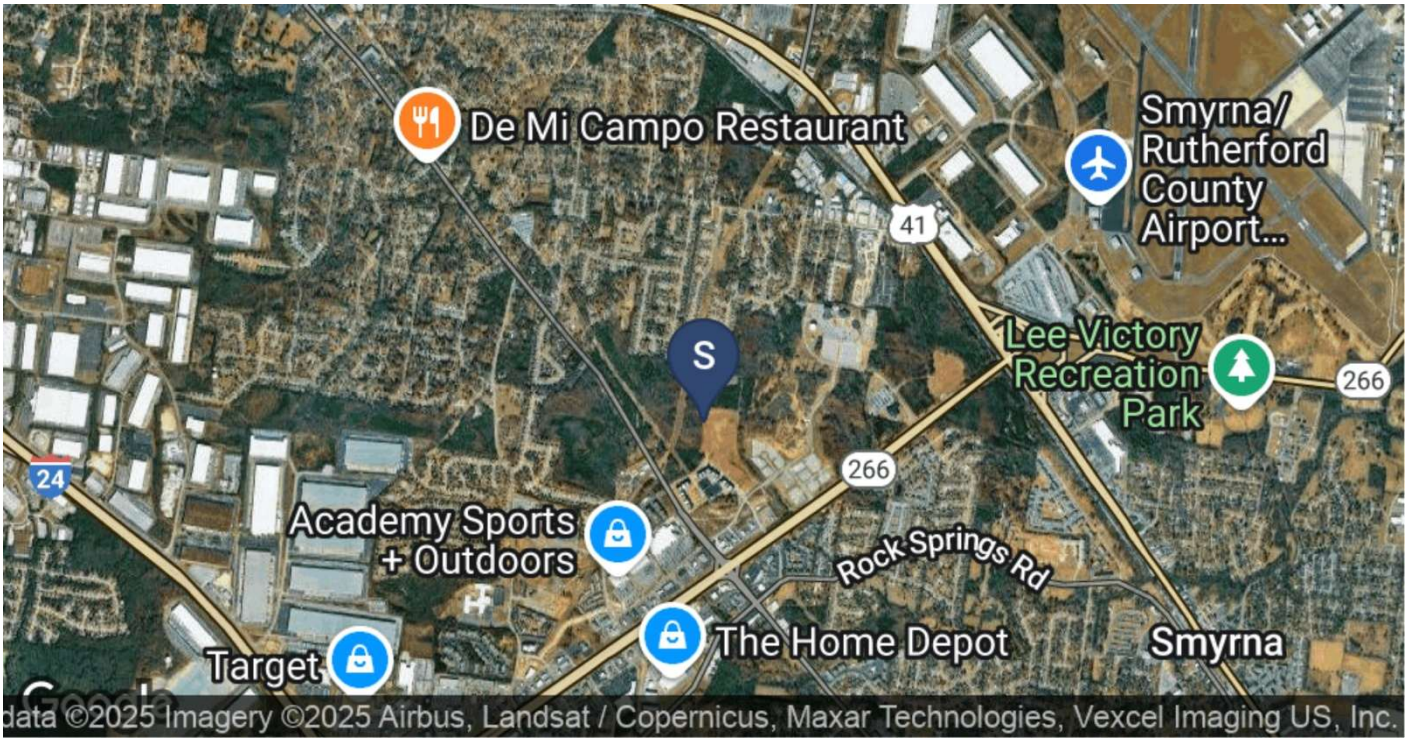
The following table summarizes the areas costs of living compared to the nation and major MSAs. The United States average equals 100.

Source: Nashville 2023 Regional Economic Development Guide

The costs of living for the region compares favorably as it is about 2.2% lower than the national average. With a per capita income higher than the national average, residents in the Nashville area have more income for educational, shopping, and leisure activities.

Conclusion

The Nashville-Davidson-Murfreesboro-Franklin, TN MSA is a significant metropolitan area in the state of Tennessee. The area's low costs of living and doing business coupled with a diverse culture and a well-educated population base should continue to attract residents and businesses to the region. Cultural, social, recreational, and educational opportunities are readily available for the influx of new households into the region. Recent statistics for the area indicate growth and the region appears to have a secure economic outlook in the long run.



LOCAL AREA INTRODUCTION

The subject property is in the Smyrna area of the Smyrna submarket. The immediate area of the subject is characterized by retail, office and multifamily uses with residential and commercial uses in the surrounding area.

Demographics

The following table reflects the demographics for the subject's local area along with information pertaining to the MSA.H

LOCAL AREA & MSA DEMOGRAPHICS

DESCRIPTION	1 MILE	3 MILE	5 MILE		DESCRIPTION	1 MILE	3 MILE	5 MILE	
POPULATION TOTAL					HOUSEHOLDS				
2010 Census	6,824	41,319	85,342	1 mile	2010 Census	2,817	15,245	30,121	0
2020 Census	7,973	50,319	106,426		2020 Census	3,239	18,319	36,878	2,817
2025 Estimate	8,842	56,332	118,864	7,973	2025 Estimate	3,635	20,835	41,783	3,239
2030 Projection	9,754	61,875	130,336	8,842	2030 Projection	4,031	23,067	46,052	3,635
Δ 2010-2020	16.84%	21.78%	24.71%	0.00%	Δ 2010-2020	14.98%	20.16%	22.43%	0.00%
Δ 2020-2025	10.90%	11.95%	11.69%	0.00%	Δ 2020-2025	12.23%	13.73%	13.30%	14.98%
Δ 2025-2030	10.31%	9.84%	9.65%	10.90%	Δ 2025-2030	10.89%	10.71%	10.22%	12.23%
Total Daytime Population	9,481	61,058	127,359	9,754	**HOUSEHOLDS BY INCOME (2025 ESTIMATE)**				
HOUSING UNITS					<$15,000	8.7%	5.2%	4.3%	0.0%
Total (2025 Estimate)	3,828	21,706	43,401	0	$15,000 - $24,999	9.5%	6.0%	5.1%	363500.0%
Owner Occupied	38.3%	56.5%	65.4%	0.0%	$25,000 - $34,999	5.2%	5.7%	5.1%	8.7%
Renter Occupied	56.7%	39.5%	30.9%	382800.0%	$35,000 - $49,999	13.6%	10.7%	10.8%	9.5%
Vacant Housing Units	5.0%	4.0%	3.7%	38.3%	$50,000 - $74,999	17.2%	16.9%	16.8%	5.2%
Total (2030 Projection)	4,229	23,976	47,744	0	$75,000 - $99,999	10.3%	16.6%	16.4%	13.6%
Owner Occupied	38.9%	57.9%	66.5%	0.0%	$100,000 - $149,999	27.2%	25.4%	25.2%	17.2%
Renter Occupied	56.4%	38.3%	29.9%	422900.0%	$150,000 - $199,999	4.8%	7.7%	8.2%	10.3%
Vacant Housing Units	4.7%	3.8%	3.5%	38.9%	$200,000+	3.4%	5.9%	8.0%	27.2%
AVERAGE HOUSEHOLD INCOME					**AVERAGE HOUSEHOLD SIZE**				
2025 Estimate	$81,358	$95,525	$101,903	$0	2025 Estimate	2.43	2.69	2.84	2.46
2030 Projection	$88,455	$104,578	$112,499	$0	2030 Projection	2.41	2.67	2.82	2.43
Δ 2025-2030	8.72%	9.48%	10.40%	0.00%	Δ 2025-2030	(0.82%)	(0.74%)	(0.70%)	(1.22%)
MEDIAN HOUSEHOLD INCOME					**MEDIAN HOME VALUE**				
2025 Estimate	$66,644	$81,577	$85,008		2025 Estimate	$354,456	$360,670	$379,512	$0
2030 Projection	$76,029	$90,550	$95,931		2030 Projection	$394,855	$407,707	$435,246	$0
Δ 2025-2030	14.08%	11.00%	12.85%	0.00%	Δ 2025-2030	11.40%	13.04%	14.69%	0.00%
PER CAPITA INCOME					**AVERAGE HOME VALUE**				
2025 Estimate	$33,636	$35,179	$35,792		2025 Estimate	$416,259	$396,492	$418,015	$0
2030 Projection	$36,807	$38,801	$39,730		2030 Projection	$509,977	$480,042	$498,218	$0
Δ 2025-2030	9.43%	10.30%	11.00%	0.00%	Δ 2025-2030	22.51%	21.07%	19.19%	80.00%

Source: Sites To Do Business Online

The estimate provided by ESRI for the current 2025 population within the subject neighborhood's 3 mile radius is 56,332 representing a 11.95% change since 2020. ESRI's 2025 population estimate for the subject's 5 mile radius is 118,864, which represents a 11.69% change since 2020. Looking forward, ESRI estimates that the population within the subject neighborhood's 3 mile radius is forecasted to change to 61,875 by the year 2030. As for the broader area, ESRI forecasts that the population within the subject's 5 mile radius will change to 130,336 over the next five years. The population estimates for the next five years within the subject's 5 mile radius represents a 9.65% change and a 10.31% change within the subject's 1 mile radius for the same period.

The estimates provided by ESRI indicate that the number of households within the subject neighborhood's 3 mile radius is 20,835, which is a 13.73% change since 2020. Within the subject's broader 5 mile radius, ESRI estimates that the number of households is 41,783, a 13.30% change over the same period. By the year 2030, the estimates provided by ESRI indicate that the number of households within the subject neighborhood's 3 mile radius will change by 10.71% to 23,067 households. Additionally, ESRI's estimate for total households over the next five years within the subject's broader 5 mile radius indicates an expected change of 10.22% which will result in a total household estimate of 46,052. Looking back, the number of households in the subject neighborhood's 3 mile radius changed 20.16% during the ten-year period of 2010 to 2020. Since then, it has changed by 13.73%.

Income estimates provided by ESRI for the subject neighborhood's 3 mile radius indicates that the median household income is $81,577 and that the average household income is $95,525. Further, the estimates provided by ESRI indicate that the subject's broader 5 mile radius the median household income is $85,008,

and the average household income is $101,903. Given that there are reportedly 41,783 households in the subject's 5 mile radius, it is estimated that the local effective buying income is around $4,257,813,049.

Access/Public Transportation

The streets within the neighborhood are laid out in a grid pattern with major streets generally along the section and ½ section lines. The major north/south streets in the neighborhood include Murfreesboro Road (US-41) and IH-24. The major east/west streets include Sam Ridley Parkway. With the existing transportation system, most areas of metropolitan Smyrna are accessible from the subject neighborhood and access is considered for the metropolitan area. Public bus service is available throughout the area and consists of Murfreesboro Trans which operates routes that serve Smyrna including the 86 bus which connects Smyrna to Nashville. Overall, access within the neighborhood is average for the metropolitan area. Within the immediate area of the subject property, transportation access helps define the character of its development. Major travel and commuter routes within the area of the subject property include Interstate 24, Murfreesboro Road, and Sam Ridley Parkway. Overall, the subject has good access to all major transportation linkages and road patterns/layouts are adequate for vehicular traffic.

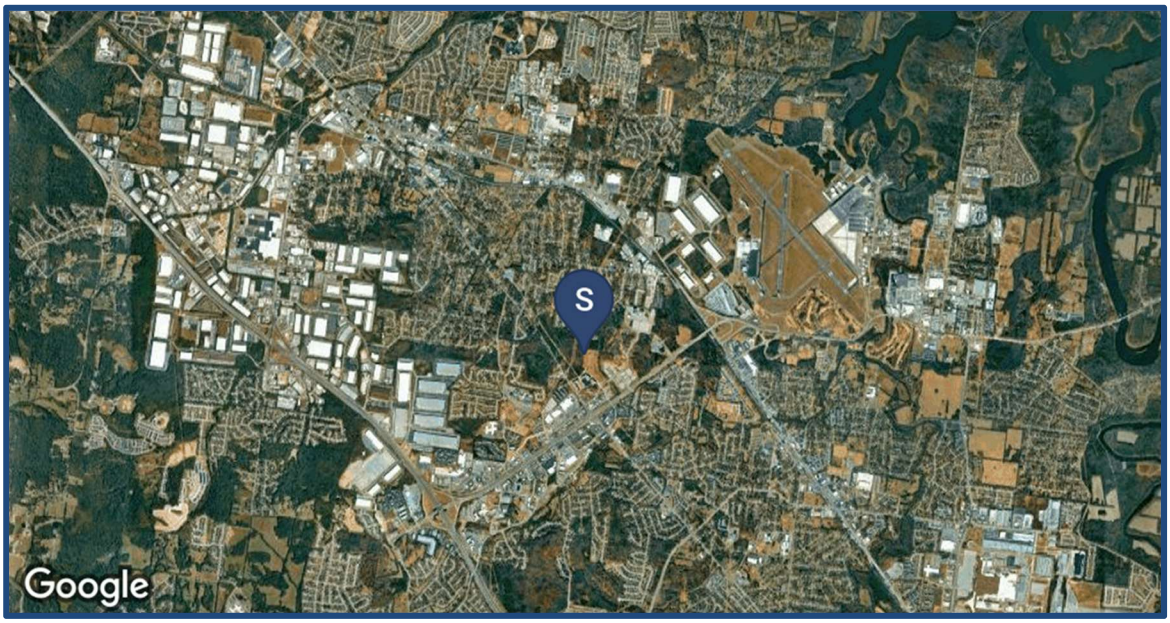
Nuisances & External Obsolescence

Neighborhood properties have adequate levels of maintenance. No adverse or unfavorable factors were observed.

Surrounding Land Uses

The aerial photo exhibits the land uses located in the subject's immediate vicinity.

LAND USES



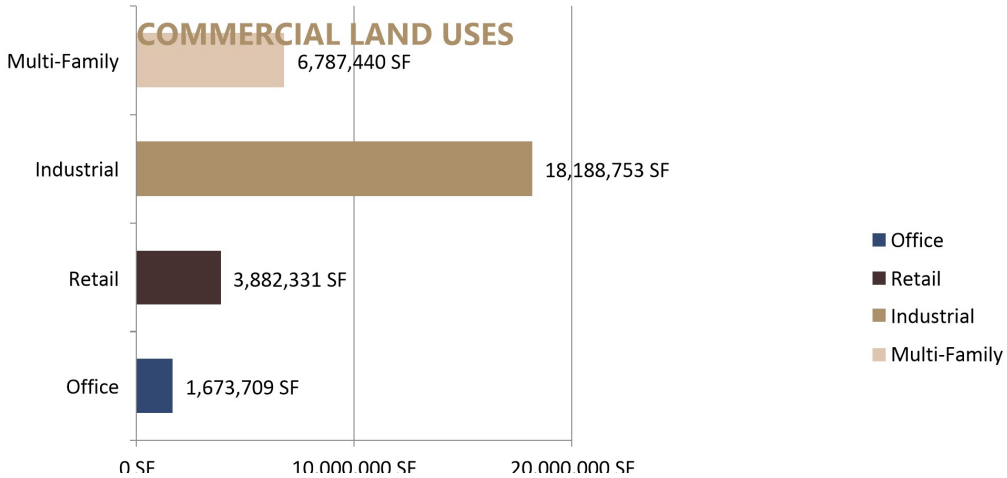
Source: Google Maps

Uses along Sam Ridley in the vicinity of the subject are widely mixed. Recognized uses in the immediate area of the subject include multi family, single and multi-tenant retail, office, and surrounding owner/tenant occupied residential. As shown above, the density of uses in the area is relatively high with few vacant parcels available.

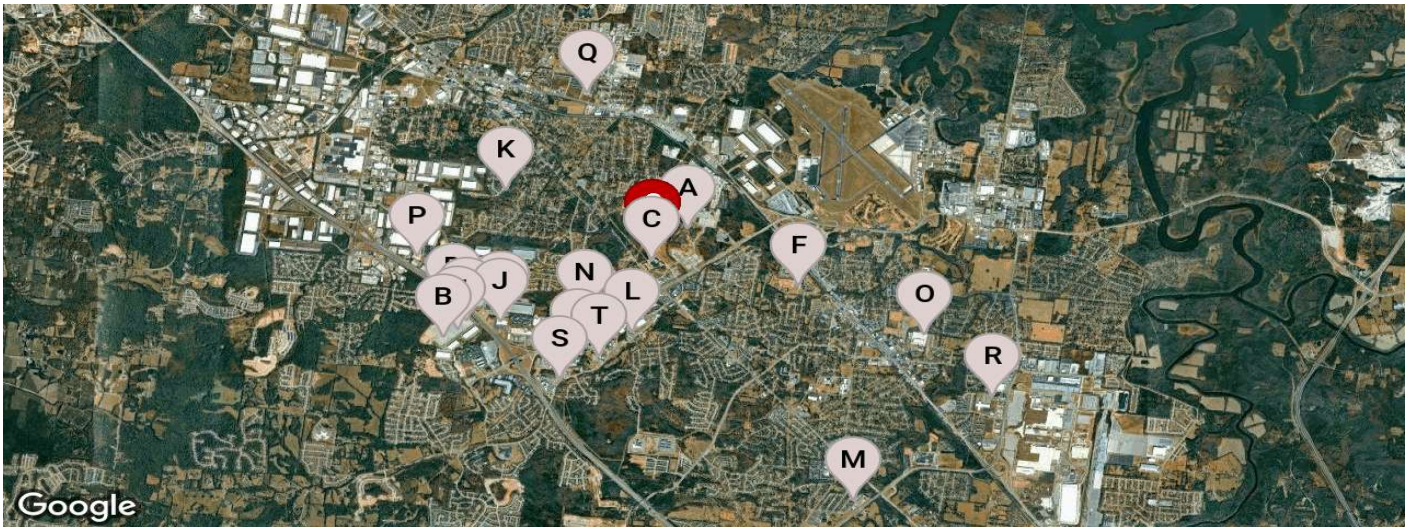
A drive of the neighborhood revealed that occupancies in the area are relatively high. The area was developed many years ago, but has maintained a reasonable level of demand. The subject is east of the Interstate Highway 24 and Sam Ridley Parkway interchange and located along Sam Ridley Parkway, which is the primary east/west roadway connecting IH-24 to Murfreesboro Road which ultimately links Murfreesboro to downtown Nashville. The area over the past five years has experienced significant renovation and redevelopment.

There are several existing recreational amenities nearby, such as recreation centers, golf courses, parks, and lakes. Shopping and dining opportunities are readily available as are educational and medical facilities. Social activities are offered at neighborhood churches and schools as well as several restaurants, etc.

The land use in the subject's immediate neighborhood consists of a significant amount of commercial property, comprising of a mix of many property types. Commercial uses in the area include the Regional malls and many other larger-sized multitenant retail centers, medium-sized retail/industrial/distribution-type properties, small- to- medium sized freestanding office and retail properties, as well as service-related uses, restaurants, gas stations/convenience stores and banks. The following chart illustrates the high concentration of multifamily and office compared to industrial and retail properties.



Based on CoStar's research, there appears to be about 20 projects that have been recently developed. All of these projects are perceived to be within 3.4 miles of the subject. The range in size of developments is 12,160 SF to the largest development of 354,000 SF. Overall, the average size of recent developments in the area is 114,314 SF. Further, it appears that most of the developments are Industrial in nature.



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	TYPE	CLASS
A	Elan Smyrna	200 Carriage House Dr, Smyrna	0.4 mi	354,000	Multi-Family	A
B	Building 600	301 Salyers Dr, La Vergne	2.1 mi	254,912	Industrial	A
C	Vintage Stonetrace	4000 White Birch Ave, Smyrna	0.2 mi	211,684	Multi-Family	A
D	Building 700	701 Salyers Dr, La Vergne	1.9 mi	195,880	Industrial	A
E		457 New Sanford Road, Smyrna	1.5 mi	184,580	Retail	A
F	Harts Branch	100 Gaunt Dr, Smyrna	1.4 mi	175,740	Multi-Family	B
G	Building 400	601 Salyers Dr, La Vergne	1.8 mi	163,780	Industrial	A
H	Building 500	401 Salyers Dr, La Vergne	2.0 mi	121,500	Industrial	A
I		521 Stonecrest Pky, Smyrna	1.4 mi	100,000	Office	B
J	BJ's Wholesale	543 Industrial Blvd, La Vergne	1.6 mi	99,825	Retail	A
K	The Retreat at Finch Branch	218 Greenwood Dr, La Vergne	1.4 mi	80,000	Multi-Family	B
L	LivAway Suites Nashville - Smyrna	871 Isabella Ln, Smyrna	1.0 mi	63,000	Hospitality	C
M	1082 Townhomes	1080 Legacy Ct, Smyrna	3.3 mi	55,000	Multi-Family	B
N	Courtyard Nashville Smyrna	411 Potomac Pl, Smyrna	1.0 mi	53,906	Hospitality	B
O		261 Mayfield Dr, Smyrna	2.6 mi	51,600	Industrial	B
P		290 Tech Park Dr, La Vergne	2.1 mi	50,000	Industrial	A
Q		130 Veterans Memorial Pky, La Vergne	1.8 mi	25,000	Office	A
R		900 Sgt Asbury Hawn Way, Smyrna	3.4 mi	20,575	Health Care	0
S		2160 Rock Springs Rd, Smyrna	1.7 mi	13,130	Retail	B
T		860 Medical Park, Smyrna	1.3 mi	12,160	Flex	B

Source: CoStar

Conclusion

The subject is in an established area with good access to major transportation linkages, employments centers, and services. The market benefits from a diverse blend of residential, commercial, and community uses and is in proximity to many recreational activities. Land is limited given the built-out nature of the area. Upside is forecasted for the area.

The characteristics of the site are summarized as follows:

SITE OVERVIEW

Address Needham Dr, Smyrna, Tennessee.

Census Tract 47-149-040312

Number of Parcels	1	
Assessor Parcel	028/44.07	
Land Area	**Square Feet**	**Acres**
Economic Unit (Primary) Site Size	858,088	19.699
Usable Site Size	858,088	19.699
Total Land Area	**858,088**	**19.699**
Excess/Surplus Land	No	
Corner	No	
Site Topography	Rolling	
Site Shape	Irregular	
Site Grade	Above street grade	
Site Location Quality	Very Good	
Site Access	Very Good	
Site Exposure	Very Good	
Utilities	All available	
Comments	The subject property consists of one parcel with a total site area of 858,088 SF (19.699 AC) which is based on information obtained from Rutherford County Assessor. It is perceived that there is no surplus or excess land at the subject. For the purposes of this report we have relied on this site area and reserve the right to amend our analysis upon receipt of a formal legal plan.	

Adjacent Properties

North	Retail/commercial
South	Single Family Residential
East	Vacant Land
West	Multi family

Accessibility Access to the subject site is considered very good overall.

STREET & TRAFFIC DETAIL

	Type	Direction	Lanes	Lights	Curbs	Sidewalks	Signals	Median	Parking	Center Lane	Bike Lane
Street Improvements	Major arterial	Two-Way	5	x	x		x	x		x	
Frontage	Needham Dr a short distance from Sam Ridley Parkway										

Exposure & Visibility Exposure of the subject is very good with frontage on Needham Dr.

Flood Plain

Zone X (Unshaded). This is referenced by Panel Number 47149C0106J, dated May 9, 2023. Zone X (unshaded) is a moderate and minimal risk area. Areas of moderate or minimal hazard are studied based upon the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Local storm water drainage systems are not normally considered in a community's flood insurance study. The failure of a local drainage system can create areas of high flood risk within these zones. Flood insurance is available in participating communities, but is not required by regulation in these zones. Nearly 25% of all flood claims filed are for structures located within these zones. Minimal risk areas outside the 1% and 0.2% annual chance floodplains. No BFEs or base flood depths are shown within these zones. (Zone X (unshaded) is used on new and revised maps in place of Zone C.)

Seismic

The subject is in a low risk area.

Easements

A preliminary title report was not available for review. During the property inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there are no adverse easements present. If questions arise, further research is advised.

Soils

A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for the existing improvements.

Hazardous Waste

I have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

Site Conclusion

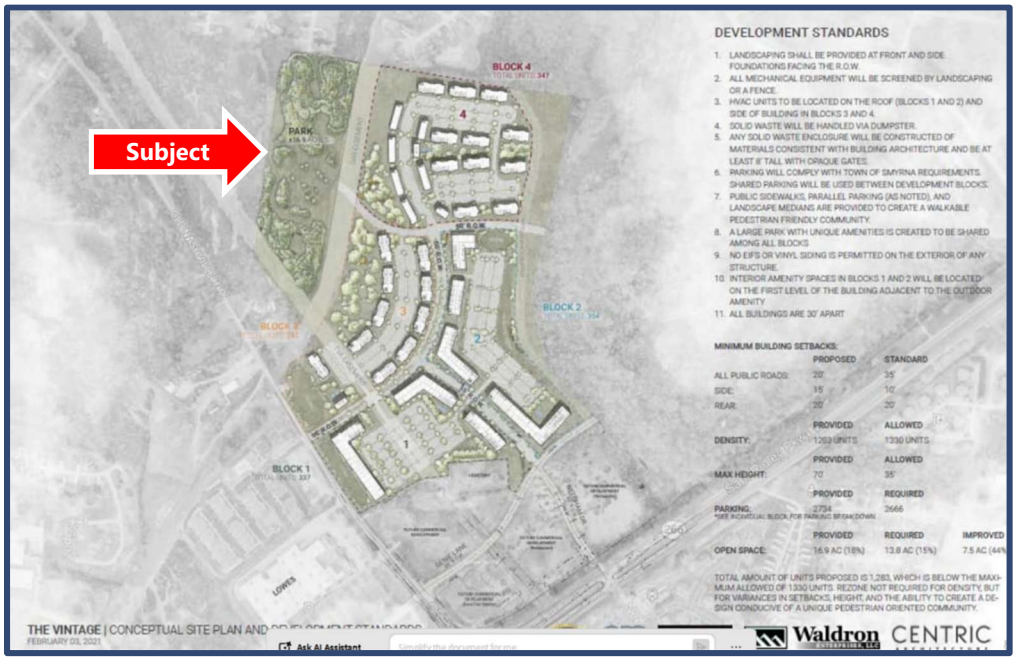
In conclusion, the site's physical characteristics appear to be supportive of the subject's current use and there were no significant detriments discovered that would inhibit development in accordance with its highest and best use.

Additionally, the site will be improved with infrastructure that includes roads, sidewalks, curbs, utilities, etc. We have been provided with an estimate of these associated costs. However, the reader should note that the civil and architectural plans have not been finalized and these costs may change and as a result our value would be subject to change accordingly.

The following is a breakdown of the proposed infrastructure that will be a part of this project. The costs will be added to the underlying land value to arrive at the completed value.

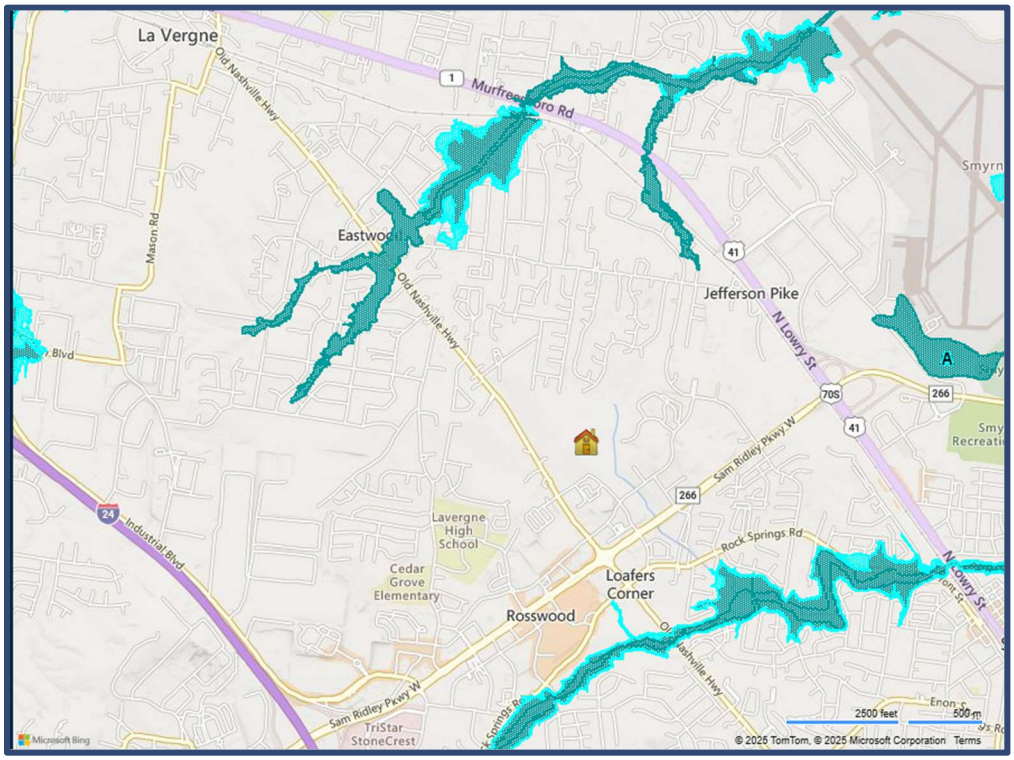
Civil/Sitework	$457,044.12
Paving, Curb & Sidewalks	$588,373.08
Utilities	$148,732.00
Pavillion/Bathroom	$261,404.78
Park Amenities	$92,700.00
Total	$1,548,253.98

ZONING MAP

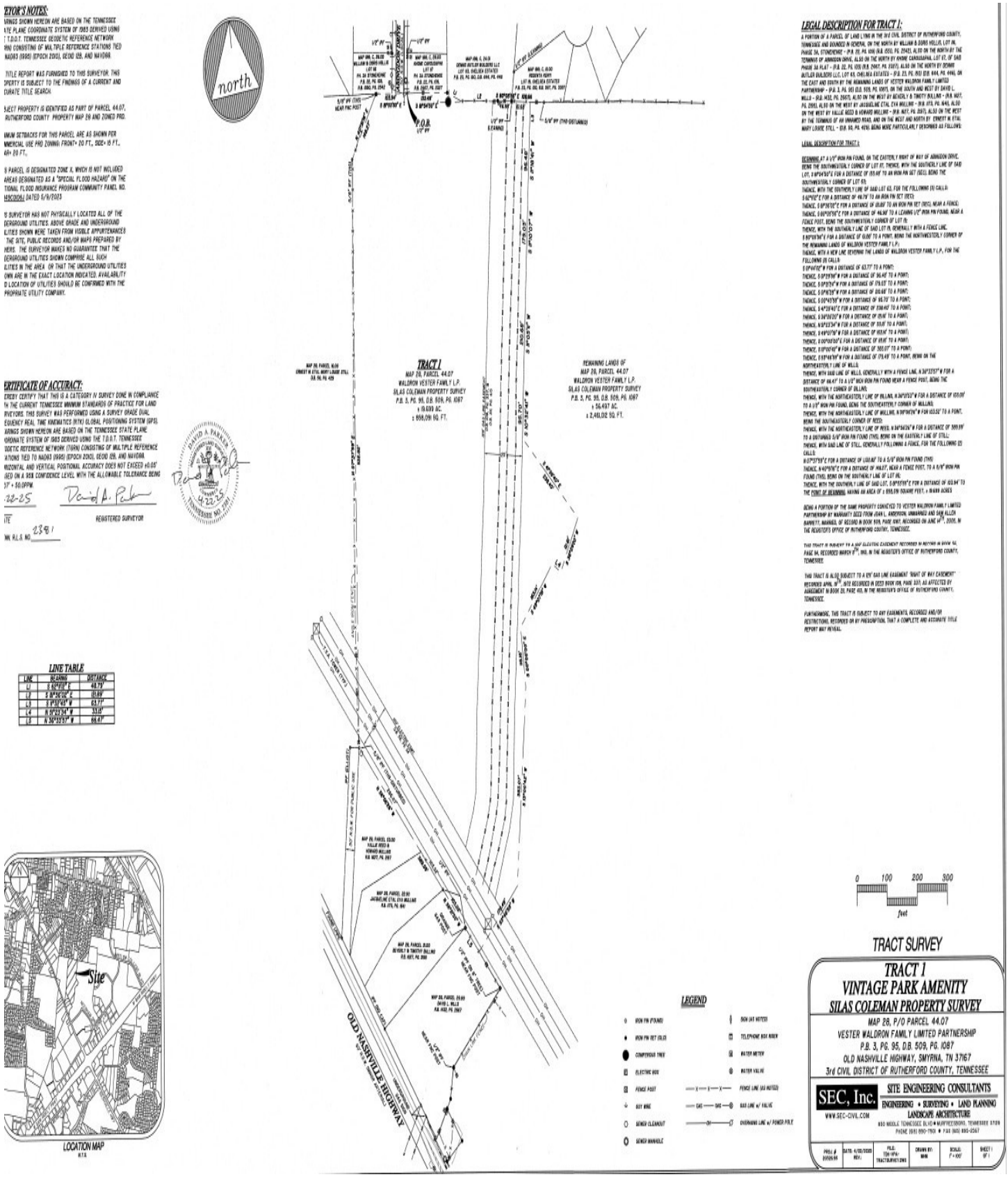

Subject
DEVELOPMENT STANDARDS
1. LANDSCAPING SHALL BE PROVIDED AT FRONT AND SIDE FOUNDATIONS FACING THE R.O.W.
2. ALL MECHANICAL EQUIPMENT WILL BE SCREENED BY LANDSCAPING OR A FENCE.
3. HVAC UNITS TO BE LOCATED ON THE ROOF (BLOCKS 1 AND 2) AND SIDE OF BUILDING IN BLOCKS 3 AND 4.
4. SOLID WASTE WILL BE HANDLED VIA DUMPSTER.
5. ANY SOLID WASTE ENCLOSURE WILL BE CONSTRUCTED OF MATERIALS CONSISTENT WITH BUILDING ARCHITECTURE AND BE AT LEAST 6' TALL WITH OPAQUE GATES.
6. PARKING WILL COMPLY WITH TOWN OF SMYRNA REQUIREMENTS. SHARED PARKING WILL BE USED BETWEEN DEVELOPMENT BLOCKS.
7. PUBLIC SIDEWALKS, PARALLEL PARKING (AS NOTED), AND LANDSCAPE MEDIANS ARE PROVIDED TO CREATE A WALKABLE PEDESTRIAN FRIENDLY COMMUNITY.
8. A LARGE PARK WITH UNIQUE AMENITIES IS CREATED TO BE SHARED AMONG ALL BLOCKS
9. NO EIFS OR VINYL SIDING IS PERMITTED ON THE EXTERIOR OF ANY STRUCTURE.
10. INTERIOR AMENITY SPACES IN BLOCKS 1 AND 2 WILL BE LOCATED ON THE FIRST LEVEL OF THE BUILDING ADJACENT TO THE OUTDOOR AMENITY
11. ALL BUILDINGS ARE 30' APART
MINIMUM BUILDING SETBACKS:
PROPOSED STANDARD
ALL PUBLIC ROADS: 20' 35'
SIDE: 15' 10'
REAR: 20' 20'
PROVIDED ALLOWED
DENSITY: 1283 UNITS 1330 UNITS
PROVIDED ALLOWED
MAX HEIGHT: 70' 35'
PROVIDED REQUIRED
PARKING: 2734 2666
PROVIDED REQUIRED IMPROVED
OPEN SPACE: 16.9 AC (18%) 13.8 AC (15%) 7.5 AC (44%
TOTAL AMOUNT OF UNITS PROPOSED IS 1,283, WHICH IS BELOW THE MAXIMUM ALLOWED OF 1330 UNITS. REZONE NOT REQUIRED FOR DENSITY, BUT FOR VARIANCES IN SETBACKS, HEIGHT, AND THE ABILITY TO CREATE A DESIGN CONDUCIVE OF A UNIQUE PEDESTRIAN ORIENTED COMMUNITY.
BLOCK 1
BLOCK 2
BLOCK 4
PARK
THE VINTAGE | CONCEPTUAL SITE PLAN AND
FEBRUARY 03, 2021
Waldron
CENTRIC

Subject
R-4
C-2
PUD
R-6
PRD
R-5
C-1
PCD
R-1

FEMA MAP


La Vergne
Old Nashville Hwy
1
Murfreesboro Rd
Mason Rd
Eastwood
Old Nashville Hwy
41
Jefferson Pike
N Lowry St
A
70S
266
41
Sam Ridley Pkwy W
266
Industrial Blvd
24
Lavergne High School
Cedar Grove Elementary
Rock Springs Rd
Loafers Corner
Rosswood
Old Nashville Hwy
Sam Ridley Pkwy W
TriStar StoneCrest
2500 feet
500 m
Microsoft Bing
© 2025 TomTom, © 2025 Microsoft Corporation Terms

VINTAGE - SMYRNA PARK
CONCEPTUAL PLAN
March 4, 2025



LEGAL DESCRIPTION FOR TRACT 1:

A PORTION OF A PARCEL OF LAND LYING IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL, ON THE NORTH BY WILLIAM & DORIS HILLIS, LOT 36, PHASE 3A, STONEHENGE - (R.B. 72, PG. 109) (R.B. 1550, PG. 2542), ALSO ON THE NORTH BY THE TERMINUS OF ARNHEIM DRIVE, ALSO ON THE NORTH BY KHOKE CARUSAPANA, LOT 97, OF SAID PHASE 3A PLAT - (R.B. 72, PG. 109) (R.B. 2447, PG. 2587), ALSO ON THE NORTH BY DONNIE BUTLER BUILDERS LLC, LOT 93, CHELSEA ESTATES - (R.B. 73, PG. 80) (D.B. 644, PG. 446), ON THE EAST AND SOUTH BY THE REMAINING LANDS OF VESTER WALDRON FAMILY LIMITED PARTNERSHIP - (P.B. 3, PG. 95) (D.B. 509, PG. 1087), ON THE SOUTH AND WEST BY DAVID L. MILLS - (R.B. 1432, PG. 2567), ALSO ON THE WEST BY BEVERLY & TIMOTY BOLLING - (R.B. 1407, PG. 2595), ALSO ON THE WEST BY JACQUELINE ETAL, EVA WILLARD - (R.B. 173, PG. 684), ALSO ON THE WEST BY VILLIE REED & HOWARD WILLARD - (R.B. 1477, PG. 2577), ALSO ON THE WEST BY THE TERMINUS OF AN UNNAMED ROAD, AND ON THE WEST AND NORTH BY ERNEST M. ETAL MARY LOUISE STILL - (D.B. 90, PG. 429), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION FOR TRACT 1:

BEGINNING AT A 1/2" IRON PIN FOUND, ON THE EASTERLY RIGHT OF WAY OF ARNHEIM DRIVE, BEING THE SOUTHWESTERLY CORNER OF LOT 97, THENCE, WITH THE SOUTHERLY LINE OF SAID LOT, S 9°34'06" E FOR A DISTANCE OF 113.66' TO AN IRON PIN SET (SCC), BEING THE SOUTHWESTERLY CORNER OF LOT 93;
THENCE, WITH THE SOUTHERLY LINE OF SAID LOT 93, FOR THE FOLLOWING (3) CALLS:
S 42°41'01" E FOR A DISTANCE OF 48.73' TO AN IRON PIN SET (SCC);
THENCE, S 8°36'06" E FOR A DISTANCE OF 81.66' TO AN IRON PIN SET (SCC), NEAR A FENCE;
THENCE, S 40°05'54" E FOR A DISTANCE OF 46.96' TO A LEANING 1/2" IRON PIN FOUND, NEAR A FENCE POST, BEING THE SOUTHEASTERLY CORNER OF LOT 93;
THENCE, WITH THE SOUTHERLY LINE OF SAID LOT 93, GENERALLY WITH A FENCE LINE, S 80°59'06" E FOR A DISTANCE OF 61.96' TO A POINT, BEING THE NORTHWESTERLY CORNER OF THE REMAINING LANDS OF WALDRON VESTER FAMILY L.P.;
THENCE, WITH A NEW LINE SEVERING THE LANDS OF WALDRON VESTER FAMILY L.P., FOR THE FOLLOWING (8) CALLS:
S 9°31'43" W FOR A DISTANCE OF 63.77' TO A POINT;
THENCE, S 29°29'16" W FOR A DISTANCE OF 95.45' TO A POINT;
THENCE, S 9°25'24" W FOR A DISTANCE OF 179.83' TO A POINT;
THENCE, S 9°09'28" W FOR A DISTANCE OF 310.66' TO A POINT;
THENCE, S 80°43'58" W FOR A DISTANCE OF 95.70' TO A POINT;
THENCE, S 4°39'42" E FOR A DISTANCE OF 139.40' TO A POINT;
THENCE, S 84°59'07" E FOR A DISTANCE OF 19.16' TO A POINT;
THENCE, N 9°23'34" W FOR A DISTANCE OF 33.18' TO A POINT;
THENCE, S 84°01'19" W FOR A DISTANCE OF 163.10' TO A POINT;
THENCE, S 80°03'03" E FOR A DISTANCE OF 69.16' TO A POINT;
THENCE, S 9°09'06" W FOR A DISTANCE OF 365.07' TO A POINT;
THENCE, S 89°48'58" W FOR A DISTANCE OF 179.45' TO A POINT, BEING ON THE NORTHEASTERLY LINE OF WILLS;
THENCE, WITH SAID LINE OF WILLS, GENERALLY WITH A FENCE LINE, N 38°33'57" W FOR A DISTANCE OF 66.47' TO A 1/2" IRON IRON PIN FOUND NEAR A FENCE POST, BEING THE SOUTHEASTERLY CORNER OF BILLINGS;
THENCE, WITH THE NORTHEASTERLY LINE OF BILLINGS, N 38°05'53" W FOR A DISTANCE OF 103.09' TO A 1/2" IRON PIN FOUND, BEING THE SOUTHEASTERLY CORNER OF MULLINS;
THENCE, WITH THE NORTHEASTERLY LINE OF MULLINS, N 39°06'16" W FOR 103.32' TO A POINT, BEING THE SOUTHEASTERLY CORNER OF REED;
THENCE, WITH THE NORTHEASTERLY LINE OF REED, N 54°54'26" W FOR A DISTANCE OF 599.99' TO A DISTURBED 5/8" IRON PIN FOUND (TYP), BEING ON THE EASTERLY LINE OF STILL;
THENCE, WITH SAID LINE OF STILL, GENERALLY FOLLOWING A FENCE, FOR THE FOLLOWING (2) CALLS:
N 9°23'34" E FOR A DISTANCE OF 113.82' TO A 5/8" IRON PIN FOUND (TYP);
THENCE, N 4°40'06" E FOR A DISTANCE OF 146.27', NEAR A FENCE POST, TO A 5/8" IRON PIN FOUND (TYP), BEING ON THE SOUTHERLY LINE OF LOT 95;
THENCE, WITH THE SOUTHERLY LINE OF SAID LOT, S 89°55'06" E FOR A DISTANCE OF 453.94' TO THE POINT OF BEGINNING, HAVING AN AREA OF ± 898,091 SQUARE FEET, ± 20.619 ACRES

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO VESTER WALDRON FAMILY LIMITED PARTNERSHIP BY WARRANTY DEED FROM JOAN L. ANDERSON, UNMARRIED AND SAM ALLEN BARNETT, MARRIED, OF RECORD IN BOOK 509, PAGE 1087, RECORDED ON JUNE 19TH, 2009, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

THIS TRACT IS SUBJECT TO A 100' ELECTRIC EASEMENT RECORDED IN BOOK [illegible] PAGE 94, RECORDED MARCH 8TH, 1965, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

THIS TRACT IS ALSO SUBJECT TO A 25' GAS LINE EASEMENT "RIGHT OF WAY EASEMENT" RECORDED APRIL 18TH, 1972 RECORDED IN DEED BOOK 108, PAGE 337; AS AFFECTED BY ASSIGNMENT IN BOOK 20, PAGE 403, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

FURTHERMORE, THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED AND/OR RESTRICTIONS, RECORDED OR BY PRESUMPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

TAXES & ASSESSMENT

Given the scope of work outlined previously and considering the intended uses and users the tax analysis has been omitted as it is not judged relevant.

The following table summarizes zoning information as it pertains to the subject.

ZONING	
Designation	Planned Residential Development (PRD)
Zoning Authority	City of Smyrna
Permitted Uses	Multi family approved plan
Prohibited Uses	Any other uses outside of high density residential specifically approved by the city of
Current/Proposed Use	Park / Open Space
Current/Proposed Use Legally Permitted	Yes
Conforming Use	The bulk of the improvements as well as the parking conform to the requirements ordinance.
Conforming Lot	The bulk of the improvements as well as the parking conform to the requirements
Zoning Change	Not Likely
Max Permitted Height	35
Max Permitted Floor Area Ratio (FAR)	
Maximum Building Area	
Parking Spaces Required	664
Parking Requirement Spaces/Unit	2
Parking Spaces Provided	707
Max Permitted Site Coverage	
Min Permitted Site Area (SF)	
Min Permitted Site Area (Percentage)	
Min Permitted Yard Setbacks	
Front (Feet)	20
Rear (Feet)	20
Side (Feet)	15
Max Permitted Density (Units/Acre)	17.5

Source: City of Smyrna Planning & Zoning Department

PARKING REQUIREMENTS

Parking varies by use, but is stated as 2,666 for the entire development. The parking provided is 2,734 parks. We have prorated for the 19 ac subject site which would indicate 664 required with 707 provided, therefore conforming to zoning requirements.

ZONING CONCLUSION

The current use for the subject property is park / open space and is a permitted use based on the current zoning guidelines. A zoning change for the subject does not appear likely. Based on the foregoing, it appears that the subject's improvements are a legally conforming use of the subject site.

However, the reader should note that the scope of work has considered the approved zoning for the subject tract for purposes of this valuation as if the tract is available for use, purchase or sale independent of the overall tract approved for a planned unit development.

MARKET ANALYSIS

In this section, market conditions which influence the subject property are analyzed. An overview of the apartment supply and demand conditions for the Nashville MSA market and the Smyrna submarket are presented. Key supply and demand statistics for the most recent quarter, last year, and historical averages over the past 10 years are summarized in the tables below.

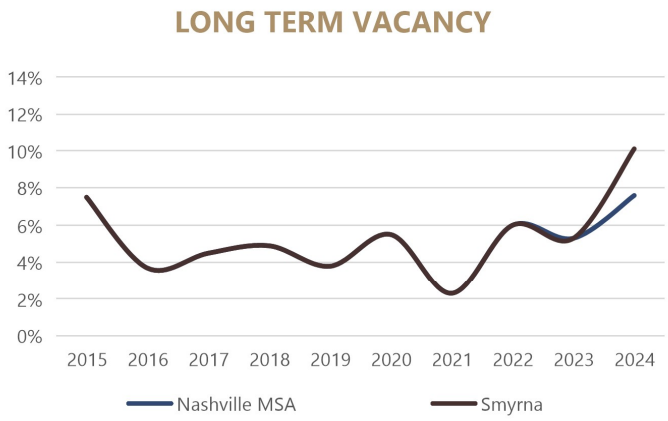
APARTMENT MARKET AND SUBMARKET DATA SUMMARY (10 YEARS)

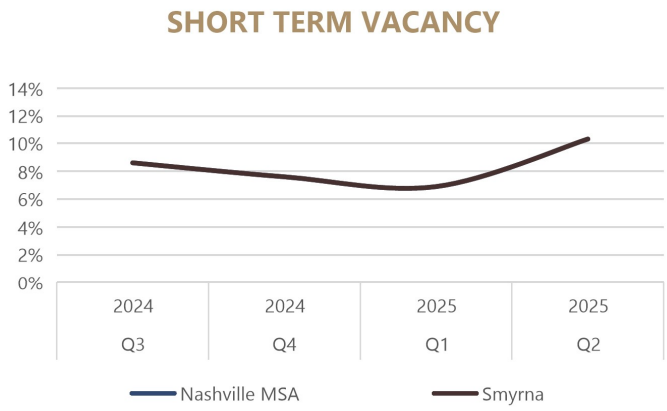
		INVENTORY SUPPLY (UNITS)		VACANCY (%)	
QTR	YEAR	MARKET	SUBMARKET	MARKET	SUBMARKET
Q2	2025	8,500	8,500	10.3%	10.3%
Q1	2025	8,146	8,146	6.9%	6.9%
Q4	2024	8,146	8,146	7.6%	7.6%
Q3	2024	8,146	8,146	8.6%	8.6%
	2024	7,873	7,873	7.6%	10.1%
	2023	7,418	7,418	5.3%	5.3%
	2022	7,321	7,321	6.0%	6.0%
	2021	7,008	7,008	2.3%	2.3%
	2020	6,912	6,912	5.5%	5.5%
	2019	6,376	6,376	3.8%	3.8%
	2018	6,376	6,376	4.9%	4.9%
	2017	6,240	6,240	4.5%	4.5%
	2016	6,240	6,240	3.7%	3.7%
	2015	6,240	6,240	7.5%	7.5%
		RENT $/UNIT/MONTH		NET ABSORPTION (UNITS)	
QTR	YEAR	MARKET	SUBMARKET	MARKET	SUBMARKET
Q2	2025	$1,520.00	$1,520.00	41	41
Q1	2025	$1,524.00	$1,524.00	62	62
Q4	2024	$1,496.00	$1,496.00	74	74
Q3	2024	$1,511.00	$1,511.00	129	129
	2024	$1,496.00	$1,510.00	497	497
	2023	$1,515.00	$1,515.00	148	148
	2022	$1,467.00	$1,467.00	32	32
	2021	$1,389.00	$1,389.00	316	316
	2020	$1,247.00	$1,247.00	397	397
	2019	$1,208.00	$1,208.00	73	73
	2018	$1,147.00	$1,147.00	104	104
	2017	$1,095.00	$1,095.00	(53)	(53)
	2016	$1,061.00	$1,061.00	235	235
	2015	$1,024.00	$1,024.00	351	351

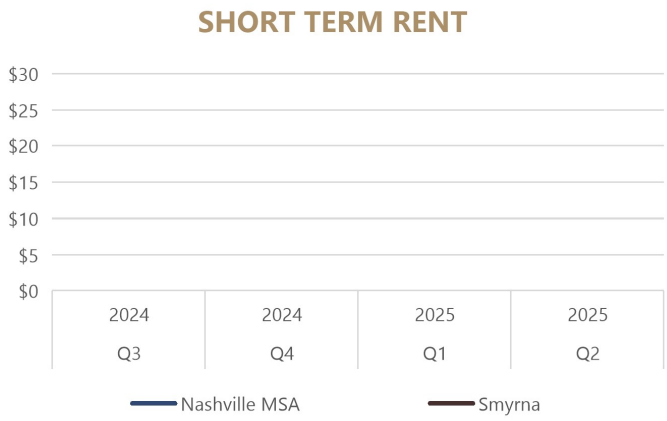
Source: CoStar Property®

Vacancy, Rental Rates, & Asking Market Rent

The following tables summarize vacancy, rental rates, and asking market rents for the Nashville MSA market and the Smyrna submarket.







Deliveries & Under Construction

The following tables illustrate the recently delivered and supply under construction for the Nashville MSA market and the Smyrna submarket.

DELIVERIES (UNITS)					
QTR	YEAR	MARKET	% OF TOTAL	SUBMARKET	% OF TOTAL
Q2	2025	354	4.2%	354	4.2%
Q1	2025	0	0.0%	0	0.0%
Q4	2024	0	0.0%	0	0.0%
Q3	2024	0	0.0%	0	0.0%
	2024	728	9.2%	728	9.2%
	2023	97	1.3%	97	1.3%
	2022	313	4.3%	313	4.3%
	2021	96	1.4%	96	1.4%
	2020	536	7.8%	536	7.8%

UNDER CONSTRUCTION (UNITS)					
QTR	YEAR	MARKET	BUILDINGS	SUBMARKET	BUILDINGS
Q2	2025	0	1	0	1
Q2	2024	627	3	627	3
Q2	2023	613	1	613	1
Q2	2022	358	0	358	0
Q2	2021	449	0	449	0

MARKET ANALYSIS CONCLUSION

The rental rate trends, vacancy rate, absorption trends, existing supply, and new construction levels indicate the market is in equilibrium. Overall, investors would recognize these general conditions and the subject's positioning in the immediate market area as having a positive overall influence when contemplating purchase of the subject. After experiencing a long period of under supply in the local submarket. Prudent developers are expected to hold for future speculative development until vacancy rates normalize or achieve significant pre-leasing prior to development.

Demand for smaller space appears to be doing better overall. Some brokers have noticed a slowdown in certain sectors, but for similar quality user product they are still seeing demand with limited supply.

Based on the market, there is a sale/rent premium for properties which are newer and well located within the area with easy access to retail and transportation within close proximity.

INTRODUCTION

The highest and best use of the subject property provides the foundation for the valuation section. Highest and best use is defined in the 7th edition of *The Dictionary of Real Estate Appraisal* (Appraisal Institute, Chicago, 2022), as follows:

1. The reasonably probable use of a property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid.
3. The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.

The analysis of highest and best use can be thought of as the logical end of a spectrum of market analysis procedures, running from the macroeconomic overview of a general market study, through more detailed marketability studies and analyses of financial feasibility, to the formal analysis of highest and best use. In theory, the highest and best use is commonly described as that reasonable and most profitable use that will support its highest present value. The highest and best use, or most profitable use, must be legally permissible, physically possible, financially feasible, and maximally productive.

This section develops the highest and best use of the subject property as vacant and As Improved.

AS VACANT ANALYSIS

In this section the highest and best use of the subject as vacant is concluded after taking into consideration financial feasibility, maximal productivity, marketability, legal, and physical factors.

Legally Permissible

Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. The legal factors influencing the highest and best use of the subject site are primarily government regulations such as zoning ordinances. The subject is zoned Planned Residential Development (PRD), which controls the general nature of permissible uses and is appropriate for the location and physical elements of the subject property, providing for a consistency of use with the general neighborhood. The location of the subject property is appropriate for the uses allowed, as noted previously, and a change in zoning is unlikely. There are no known easements, encroachments, covenants, or other use restrictions that would unduly limit or impede likely development. The zoning that is in place would preclude any uses other than the approved development plan.

Physical Possible

The physical attributes allow for several potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Overview have been considered. There are no items of a physical nature that would materially limit appropriate and likely development. Land uses in the immediate area cater mostly to residential, office, and commercial/service.

The test of what is physically possible for the subject site considers physical and locational characteristics that influence its highest and best use. In terms of physical features, the subject site totals 19.6990-acres (858,088

SF), it is irregular in shape and has a rolling topography. The site has very good exposure and very good overall access. There are no physical limitations that would prohibit development of any of the by-right uses on the site.

Financial Feasibility

Once physically possible and legally permissible uses are determined, an appraiser considers the potential of economic or financial feasibility for the most probable uses via a cost/benefit analysis or through direct market observation. A multi family development would be the most financially feasible use of the site given the location/physical characteristics of the site, permitted uses allowed by zoning, and current market conditions.

Based on the analysis of the subject's market and an examination of costs, a newly constructed building similar to the subject would likely have a value commensurate with its cost; however, a speculative build is not prudent and the site should only be developed for an identified user.

Maximum Productivity

The use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is for a multi family development. The maximally productive form should be a multi-story building built using materials that are functional and attractive while keeping with local tastes and desires. It should be situated on the site to maximize functionality and visibility. There should be adequate surface parking available.

There is only one use that creates value and at the same time conforms to the requirements of the first three tests. Financial feasibility, maximal productivity, marketability, legal, and physical factors have been considered and the highest and best use of the subject site as-vacant concluded to be multi family development.

MOST PROBABLE BUYER

Based on the type of property and the income generating potential of the improvements, it is our opinion that the most probable buyer for the subject would be local, regional or national institutional investor.

In traditional valuation theory, the three approaches to estimating the value of an asset are the cost approach, sales comparison approach, and income capitalization approach. Each approach assumes valuation of the property at the property's highest and best use. From the indications of these analyses, an opinion of value is reached based upon expert judgment within the outline of the appraisal process.

SITE VALUATION

The site value is a specific scope requirement of this assignment. Considering the subject property comprises a vacant site, the inclusion of estimate of vacant land value is deemed appropriate. Therefore, a valuation of the subject site has been provided herein.

COST APPROACH

The cost approach considers the cost to replace the proposed improvements, less accrued depreciation, plus the market value of the land. The cost approach is based on the understanding that market participants relate value to cost. The value of the property is derived by adding the estimated value of the land to the current cost of constructing a reproduction or replacement for the improvements and then subtracting the amount of depreciation in the structure from all causes. Profit for coordination by the entrepreneur is included in the value indication.

The Cost Approach is not a specific scope requirement of this assignment. Characteristics specific to the subject property do not warrant that this valuation technique is developed. Based on the preceding information, the Cost Approach will not be presented.

SALES COMPARISON APPROACH

The sales comparison approach estimates value based on what other purchasers and sellers in the market have agreed to as price for comparable properties. This approach is based upon the principle of substitution, which states that the limits of prices, rents, and rates tend to be set by the prevailing prices, rents, and rates of equally desirable substitutes. In conducting the sales comparison approach, I gathered data on reasonably substitutable properties and adjust for transactional and property characteristics. The resulting adjusted prices lead to an estimate of the price one might expect to realize upon sale of the property.

The Sales Comparison Approach is not a specific scope requirement of this assignment. Characteristics specific to the subject property do not warrant that this valuation technique be developed. Based on this reasoning, the Improved Sales Comparison Approach is not presented within this appraisal.

INCOME CAPITALIZATION APPROACH

The income capitalization approach ("income approach") simulates the reasoning of an investor who views the cash flows that would result from the anticipated revenue and expense on a property throughout its lifetime. The net income developed in our analysis is the balance of potential income remaining after vacancy and collection loss, and operating expenses. This net income is then capitalized at an appropriate rate to derive an estimate of value or discounted by an appropriate yield rate over a typical projection period in a discounted cash flow analysis. Thus, two key steps are involved: (1) estimating the net income applicable to the subject and (2) choosing appropriate capitalization rates and discount rates. The appropriate rates are ones that will provide both a return on the investment and a return of the investment over the life of the particular property.

The Income Approach is not a scope requirement for this assignment. The subject property type is not typically analyzed on an income basis by buyers and sellers, reducing the applicability of this valuation technique. Therefore, the Income Approach is not developed.

CORRELATION AND CONCLUSION

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed the Land Sales Comparison Approach. The values presented represent the As-Is (Fee Simple Estate).

An Insurable Replacement Cost Estimate has not been included within the report.

SITE VALUATION INTRODUCTION

This section values the subject site by comparing it with substitute land sales or listings within the local market area or in competitive areas throughout the region. Land value is influenced by several factors; most notably development and use potential. These factors, as well as others, are factored in the following analysis.

UNIT OF COMPARISON

The most relevant unit of comparison for competing land land is the $/SF. All the comparable sales presented in this section were reported on this basis.

COMPARABLE SELECTION

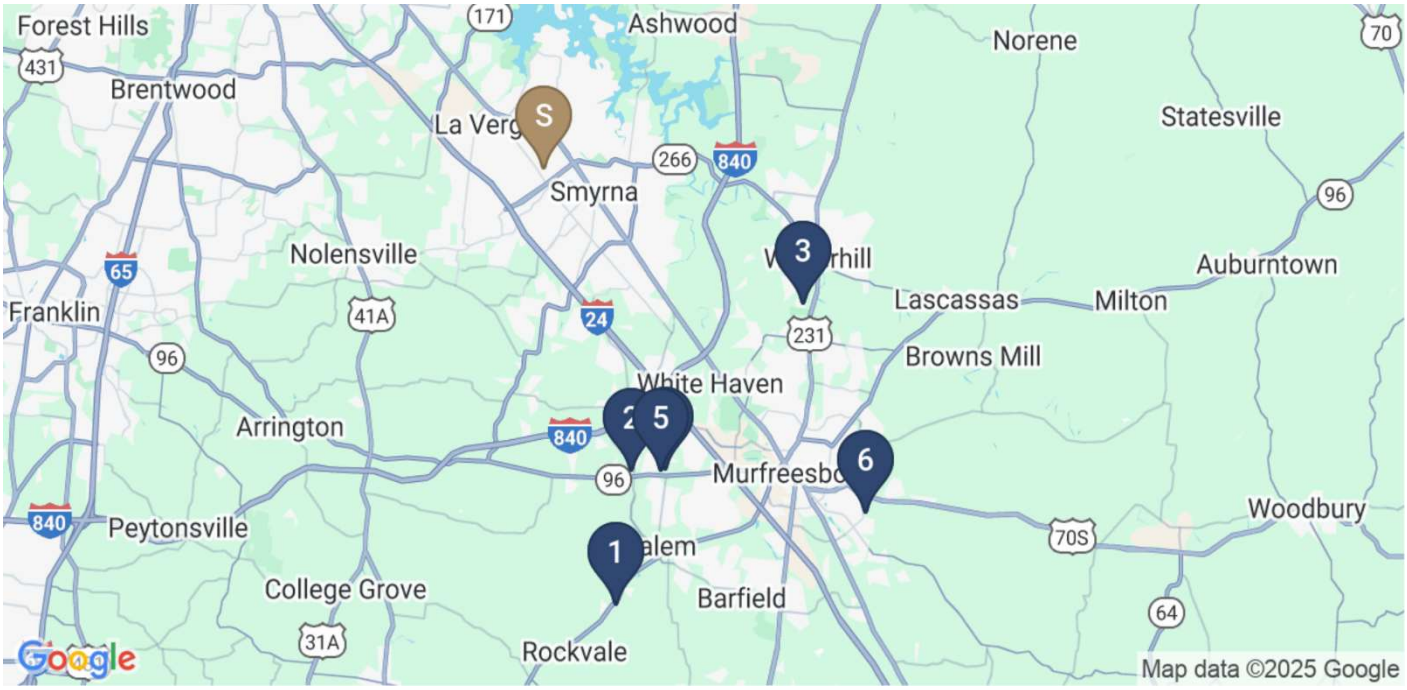
A thorough search was made for similar land sales in the area. The parameters of the survey were highest and best use, zoning, proximity to the subject, size, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of sites that are like the subject property in terms of location and physical characteristics. Overall, the sales used represent the best comparables available for this analysis.

PRESENTATION

The following table summarizes the comparables utilized and a map illustrating the location of each in relation to the subject and the details of each comparable are presented on the following page.

LAND SALES SUMMARY

	DATE OF SALE	LOCATION	SF	UNADJUSTED SALE PRICE	$/SF
1	6/28/2023	Highway 99, Rockvale, TN	2,973,841	$8,645,000	$2.91
2	6/23/2022	4527 Veterans Parkway, Murfreesboro, TN	319,730	$1,400,000	$4.38
3	10/26/2023	504 Cherry Lane, Murfreesboro, TN	462,607	$2,409,000	$5.21
4	2/21/2025	4424 Franklin Road, Murfreesboro, TN	886,582	$3,200,000	$3.61
5	5/13/2022	anklin Road at Spinelli Way, Murfreesboro,	1,266,289	$4,800,000	$3.79
6	3/7/2025	South Rutherford Boulevard, Murfreesboro	282,356	$1,500,000	$5.31



LAND SALE SHEETS

Riley Farms Land

Comparable 1

Sale Information

Buyer	Brightland Homes of Tennessee, LLC	
Seller	FB4 Properties, LLC	
Sale Date	6/28/2023	
Transaction Status	Closed	
Sale Price	$8,645,000	$2.91 /SF Land
Analysis Price	$8,645,000	$2.91 /SF Land
Recording Number	2358/1174	
Rights Transferred	Fee Simple	
Financing	Cash to Seller	
Conditions of Sale	Typical	

Property

Land Area	68.27 Acres (2,973,841 SF)
Number of Parcels	1
Zoning	PRD
Shape	Irregular
Topography	Rolling
Corner	No
Density	2.7 Units/Acre
Proposed Land Use	Single Family Residential Subdivision
Utilities	All available (public)

Highway 99
Rockvale, TN 37153

County
Rutherford

APN
123 021.00

Confirmation

Name	CRS/Deed

Remarks

This represents the purchase of a 68.27-acre tract of land located in Rockvale, Rutherford County, TN. The site is located adjacent to the new Rockvale High School, just west of the Murfreesboro city limits. It appears that Patterson Company was pursuing development of this site in early 2023 before selling the property in June 2023 to Brightland Homes of Tennessee, who is planning to develop the site with a single-family subdivision to be known as Riley Farms. The property sold with entitlements in-place as the site is a PRD that is approved for development of 182 single family lots which will range from 0.14 acres to 0.37 acres in size. This development is the fourth new subdivision within a quarter of a mile along New Salem Highway (Highway 99) that is either planned or currently under construction (Salem Oaks, Salem Landing and Carlton Landing being the other three). The builder's website notes that homes will begin in the $500k's.

Veterans Parkway Townhomes

Comparable 2

Sale Information

Buyer	John Floyd	
Seller	David Scott Rowlett	
Sale Date	6/23/2022	
Sale Price	$1,400,000	$4.38 /SF Land
Analysis Price	$1,410,000	$4.41 /SF Land
Recording Number	2258/3813	
Rights Transferred	Fee Simple	
Financing	Cash to Seller	
Conditions of Sale	Typical	

Property

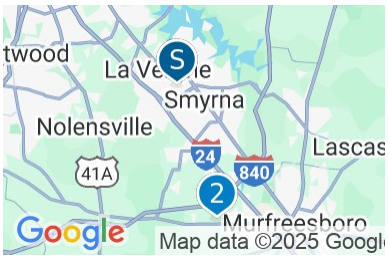
Land Area	7.34 Acres (319,730 SF)
Number of Parcels	1
Zoning	PRD
Shape	Irregular
Topography	Level
Corner	No
Density	4.8 Units/Acre
Proposed Land Use	Townhomes
Utilities	All Available
Frontage	230' Veterans Parkway
Flood Zones	Unknown

No photo available

4527 Veterans Parkway
Murfreesboro, TN 37128

County
Rutherford

APN
Map 93 Parcel 10.12



Confirmation

Name	Planning Records
Date	7/25/2023

Remarks

This land was put under contract pending rezoning and annexation. According to planning documents, the parcel was annexed and rezoned on the same day of May 4, 2022. The zoning changed from RM to PRD and the plans are for a 35 unit townhome development. There was an older home on site that was to be demolished.

Harney Townhome Development

Comparable 3

Sale Information

Buyer	Harney Homes LLC	
Seller	100 Cherry Lane LLC	
Sale Date	10/26/2023	
Transaction Status	Closed	
Sale Price	$2,409,000	$5.21 /SF Land
Analysis Price	$2,409,000	$5.21 /SF Land
Recording Number	2388/1670	
Rights Transferred	Fee Simple	
Financing	Cash to Seller	
Conditions of Sale	Typical	

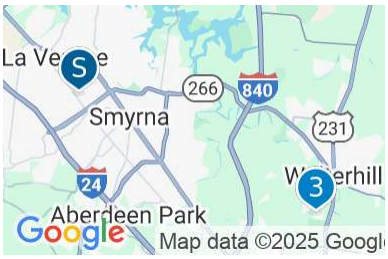
Property

Land Area	10.62 Acres (462,607 SF)
Number of Parcels	1
Zoning	RS-A2
Shape	Rectangular
Topography	Level
Corner	No
Density	7.0 Units/Acre
Proposed Land Use	Townhomes
Utilities	All Available
Frontage	445' Cherry Lane
Flood Zones	Unknown

504 Cherry Lane
Murfreesboro, TN 37129

County
Rutherford

APN
058 017.00



Confirmation

Name	Seller Member Eric Hensley
Date	5/7/2024

Remarks

This land represents land that was rezoned and approved for 72 townhome units. This zoning allows for zero lot line, attached, and detached townhomes. It is located in the northeastern area of Murfreesboro not far from the Veterans Hospital.

The Courtyards at Franklin Road Land

Comparable 4

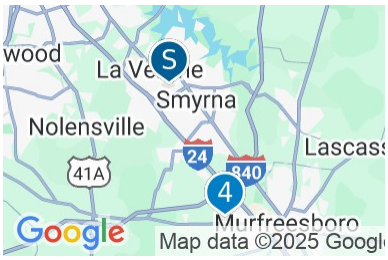
Sale Information

Buyer	EC New Vision Tennessee, LLC (Epcon Communities)	
Seller	Dorothy Smith	
Sale Date	2/21/2025	
Transaction Status	Closed	
Sale Price	$3,200,000	$3.61 /SF Land
Recording Number	2512/3288	
Rights Transferred	Fee Simple	
Financing	Cash to Seller	
Conditions of Sale	Typical	

Property

Land Area	20.3531 Acres (886,582 SF)
Number of Parcels	1
Zoning	RS-8 & CF
Shape	Irregular
Topography	Rolling
Corner	No
Proposed Land Use	Residential Subdivision
Off-Site Improvements	None
Utilities	All available except sewer (individual)
Easements	None
Environmental	No environmental issues were noted at the time of inspection or disclosed by involved parties that would impact value.
Frontage	625′ Franklin Road, 60′ Rucker Lane
Flood Zones	Zone X (Unshaded)

4424 Franklin Road
Murfreesboro, TN 37128



County
Rutherford

Submarket
Murfreesboro

APN
093-017.01 (part of)

Confirmation

Name	Appraiser Files (BNA-250008); copy of PSA
Date	1/22/2025

Remarks

Epcon Communities, who is based out of Ohio, purchased this 20.35-acre tract of land for the development of 47 residential lots. The property was put under contract for $3,200,000. The purchase agreement stated that there was a contingency that the buyer would be able to attain entitlements for a 47-lot age-targeted residential subdivision. The site was put under contract with no entitlements in-place as the buyer spent the time and money to get approvals during the due diligence period. Entitlements for a 47-lot residential subdivision were attained on June 13, 2024. The subdivision will be known as The Courtyards at Franklin Road. The lots will range in size from 0.18 acres to 0.32 acres with an average lot size of 0.216 acres.

It should be noted that the deed indicates a purchase price of $5,053,820; however, the true purchase price of the property was $3,200,000. The transfer included a commercial lot that will be transferred back to the seller via quitclaim deed once the final plat is recorded. A promissory note was executed at the time of the purchase which states that $1,853,820 will be held in escrow and transferred back to the buyer (Epcon Communities) once the commercial tract is deeded back to the seller (Dorothy Smith). This was done to save time in not having to subdivide the commercial tract prior to closing on the larger tract.

Melton Estates Subdivision Land

Comparable 5

Sale Information

Buyer	Lennar Homes of Tennessee, LLC	
Seller	Melton Family, LLC	
Sale Date	5/13/2022	
Transaction Status	Closed	
Sale Price	$4,800,000	$3.79 /SF Land
Recording Number	2243/2091	
Rights Transferred	Fee Simple	
Financing	Cash to Seller	
Conditions of Sale	Typical	

Property

Land Area	29.07 Acres (1,266,289 SF)
Number of Parcels	1
Zoning	RS-8
Shape	Irregular
Topography	Rolling
Corner	No
Utilities	All available (public)
Easements	None
Flood Zones	Zone X (Unshaded)

Franklin Road at Spinelli Way
Murfreesboro, TN 37128

County
Rutherford

Submarket
Murfreesboro

APN
093 017.02

Confirmation

Name	Nashville Business Journal / Murfreesboro Planning Department

Remarks

Lennar Homes purchased this 29.07-acre tract of vacant land for $4,800,000 on May 13, 2022 for a consideration of $4,800,000. The property was put under contract with no entitlements in-place as Lennar Homes attained approval for a 77-lot subdivision in February of 2022 during their due diligence period. The subdivision will feature 77 single family lots and the development will be known as Melton Estates. As of January 2025, homes are being developed and being marketed and sold in the $600,000 to $750,000 range.

Commercial Land

Comparable 6

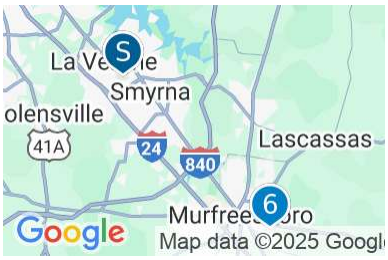
Sale Information

Buyer	Heartwood Joint Venture	
Seller	Whitestone Development, GP	
Sale Date	3/7/2025	
Transaction Status	Closed	
Sale Price	$1,500,000	$5.31 /SF Land
Analysis Price	$1,500,000	$5.31 /SF Land
Recording Number	2517-2957	
Rights Transferred	Fee Simple	
Financing	Conventional	
Conditions of Sale	Typical	

Property

Land Area	6.482 Acres (282,356 SF)
Number of Parcels	3
Zoning	RM-12
Shape	L-Shaped
Topography	Level
Corner	Yes
Proposed Land Use	Commercial/retail development
Utilities	All available
Flood Zones	Zone X (Unshaded)

2624 South Rutherford Boulevard
Murfreesboro, TN 37127



County
Rutherford

Submarket
Rutherford County

APN
103K-E-005.01-000, 103K-E-005.00-000, 103-060.04-000

Confirmation

Name	Public records and CoStar
Company	Stevens Group - Rusty Rust
Phone Number	615-406-5553
Affiliation	Listing Broker
Date	4/15/2025

Remarks

This is the sale of three adjacent parcels along the east side of South Rutherford Boulevard. The property is being eyed for future retail development, but specifications of the project have not been disclosed at this time.

SUMMARY OF ADJUSTMENTS

A summary of the adjustments made to the sale comparables is presented in the following table:

LAND SALES COMPARISON TABLE							
	SUBJECT	COMP 1	COMP 2	COMP 3	COMP 4	COMP 5	COMP 6
Name	Vintage Park Land	Riley Farms Land	Veterans	Harney	The Courtyards	Melton Estates	Commercial
Address	Needham Dr	Highway 99	4527 Veterans	504 Cherry Lane	4424 Franklin	Franklin Road at	2624 South
City	Smyrna	Rockvale	Murfreesboro	Murfreesboro	Murfreesboro	Murfreesboro	Murfreesboro
State	TN	TN	TN	TN	TN	TN	TN
Zip	37167	37153	37128	37129	37128	37128	37127
County	Rutherford	Rutherford	Rutherford	Rutherford	Rutherford	Rutherford	Rutherford
Submarket	Smyrna	-	-	-	Murfreesboro	Murfreesboro	Rutherford
Parcel(s)	028/44.07	123 021.00	Map 93 Parcel	058 017.00	093-017.01 (part	093 017.02	103K-E-005.01-
	-	-	-	-	-	-	-
SALE INFORMATION							
Transaction Price		$8,645,000	$1,400,000	$2,409,000	$3,200,000	$4,800,000	$1,500,000
Transaction Price $/SF		$2.91	$4.38	$5.21	$3.61	$3.79	$5.31
Property Rights [1]		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing [2]		Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Conventional
Sale Conditions [3]		Typical	Typical	Typical	Typical	Typical	Typical
Expenditures After Sale [4]		$0	$10,000 0.7%	$0	-	-	$0
Market Conditions [5]	7/23/2025	6/28/2023 6%	6/23/2022 9%	10/26/2023 5%	2/21/2025 1%	5/13/2022 10%	3/7/2025 1%
Sale Status		Closed	-	Closed	Closed	Closed	Closed
Recording Number		2358/1174	2258/3813	2388/1670	2512/3288	2243/2091	2517-2957
Marketing Status		-	-	-	Off Market	-	Open Market
Marketing Period (Months)		-	-	-	-	-	-
Total Transactional		$0.18 6%	$0.44 10%	$0.27 5%	$0.05 1%	$0.36 9%	$0.06 1%
Adjusted $/SF		**$3.09**	**$4.82**	**$5.48**	**$3.66**	**$4.15**	**$5.37**
PHYSICAL INFORMATION							
Square Feet	858,088	2,973,841 9%	319,730 (8%)	462,607 (5%)	886,582 0%	1,266,289 2%	282,356 (8%)
Acres	19.699	68.2700	7.3400	10.6200	20.3531	29.0700	6.4820
Units	0	182	35	74	47	77	-
FAR	-	-	-	-	-	-	-
Location	Very Good	Average 15%	Average 15%	Average 15%	Average 15%	Average 15%	Good 5%
Access	Very Good	Good 5%	Good 5%	Average 15%	Average 15%	Average 15%	Good 5%
Exposure	Very Good	Average 15%	Average 15%	Average 15%	Average 15%	Average 15%	Good 5%
Shape	Irregular	Irregular	Irregular	Rectangular	Irregular	Irregular	L-Shaped
Zoning	PRD	PRD	PRD	RS-A2	RS-8 & CF	RS-8	RM-12
Topography	Rolling	Rolling	Level	Level	Rolling	Rolling	Level
Corner	No	No	No	No	No	No	Yes
Flood Zone	Zone X (Unshaded)	-	Unknown	Unknown	Zone X	Zone X	Zone X
Utilities	All available	All available	All Available	All Available	All available	All available	All available
Total Physical Adjustments		$1.36 44%	$1.30 27%	$2.19 40%	$1.65 45%	$1.95 47%	$0.38 7%
Adjusted $/SF		**$4.45**	**$6.12**	**$7.67**	**$5.31**	**$6.10**	**$5.75**
CONFIRMATION INFORMATION							
Company		Confidential	Confidential	Confidential	Confidential	Confidential	Stevens Group - Rusty
Name		CRS/Deed	Planning Records	Seller Member Eric	Appraiser Files (BNA-	Nashville Business	Public records and
Affiliation		Confidential	Confidential	Confidential	Confidential	Confidential	Listing Broker
Phone		Confidential	Confidential	Confidential	Confidential	Confidential	615-406-5553
Date		Confidential	7/25/2023	5/7/2024	1/22/2025	Confidential	4/15/2025

ADJUSTMENTS

Adjustments to the comparable sales were considered and made when warranted for expenditures after purchase, property rights transferred, conditions of sale, financing terms, and market conditions.

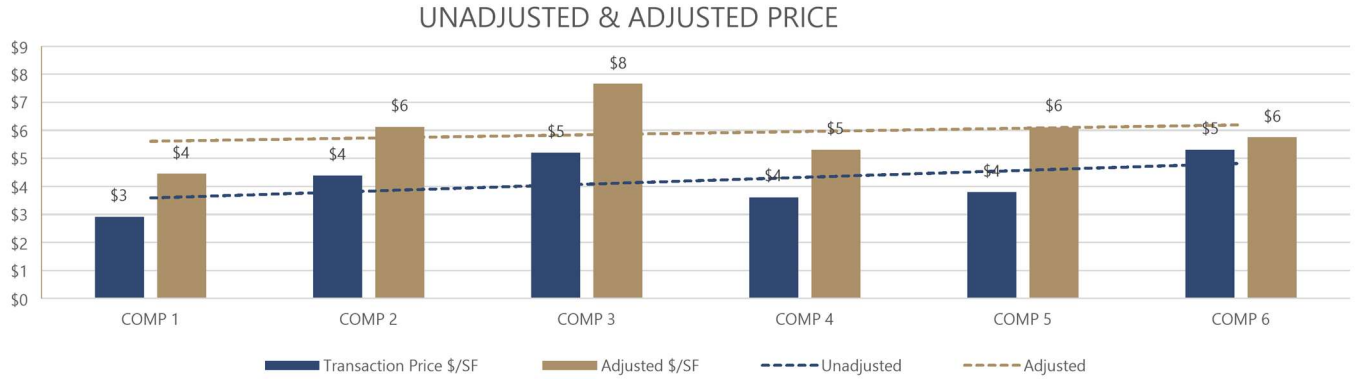
1. **Property Rights -** All the sales comparables were fee simple sales reflecting the property rights appraised herein per the agreed upon scope of work.
2. **Financing -** The sales all reflected typical cash equivalent, lender-financed transactions and no adjustments were required for financing terms.
3. **Sale Conditions -** None of the comparables required a condition of sale adjustment, as all were confirmed to be arm's length transactions.

4. **Expenditures After Sale -** Expenses that the buyer incurs after purchase (demolition, cleanup costs, etc.). No adjustments are warranted based on review of the land sales.
5. **Market Conditions (Time) -** Based on the analysis performed, which includes research and interpretation of value trends of the comparables presented herein, a market conditions adjustment of 3.0% is applied on a/an Annual basis reflecting the relatively consistent appreciation that occurred between the oldest comparable sale date up through the effective valuation date.

QUANTITATIVE ADJUSTMENT PROCESS

Quantitative percentage adjustments are also made for location and physical characteristics such as size, location quality, access, exposure, as well as other applicable elements of comparison. Where possible the adjustments applied are based on paired data or other statistical analysis. It should be stressed that the adjustments are subjective in nature and are meant to illustrate the logic in deriving a value opinion for the subject property by the land sales comparison approach.

LAND VALUE CONCLUSION



The comparable land sales indicate an overall unadjusted value range from $2.91/SF to $5.31/SF, and average $4.20/SF. After adjustments, the comparables indicate a range between $4.45/SF and $7.67/SF with an average of $5.90/SF. The subject is not a pending sale or was it openly marketed. However, it does represent an arm's length transaction that is concluded to be consistent with the market.

Based on the subject's overall locational and physical features, a unit value of $5.50 /SF is concluded. The following table summarizes the comparable land sales analysis and applies the unit value conclusion to the site area to provide an indication of the as-vacant land value. Then, the infrastructure costs of $1,550,000 added to reflect the completed land value.

LAND SALES COMPARISON APPROACH CONCLUSION (SF)							
	TRANSACTION	ADJUSTMENT				NET	GROSS
	PRICE	TRANSACTIONAL[1]	ADJUSTED	PROPERTY[2]	FINAL	ADJ	ADJ
1	$2.91	6%	$3.09	44%	$4.45	53%	50%
2	$4.38	10%	$4.82	27%	$6.12	40%	53%
3	$5.21	5%	$5.48	40%	$7.67	47%	55%
4	$3.61	1%	$3.66	45%	$5.31	47%	46%
5	$3.79	9%	$4.15	47%	$6.10	61%	57%
6	$5.31	1%	$5.37	7%	$5.75	8%	24%
HIGH	*$5.31*	*10%*	*$5.48*	*47%*	*$7.67*	*61%*	*57%*
AVG	*$4.20*	*6%*	*$4.43*	*35%*	*$5.90*	*43%*	*48%*
MED	*$4.09*	*6%*	*$4.49*	*42%*	*$5.93*	*47%*	*52%*
LOW	*$2.91*	*1%*	*$3.09*	*7%*	*$4.45*	*8%*	*24%*
		SUBJECT SF		**$/SF**		**VALUE**	
Total Land Area		**858,088**	**x**	**$5.50**	**=**	**$4,719,484**	
INDICATED VALUE (ROUNDED TO NEAREST $25,000)				**$5.51**		**$4,725,000**	
[Infrastructure Improvements]				**$1.81**		**$1,550,000**	
INDICATED VALUE (ROUNDED TO NEAREST $25,000)				**$7.31**	**=**	**$6,275,000**	

[1]Cumulative [2]Additive

Market Participants

We surveyed several brokers in the market who are familiar with the subject's trade area. Based on the indicated locational and physical characteristics of the subject, market value estimates ranging from $4.45 to $7.73 per square foot were provided. According to the market value conclusion presented herein, these estimates appear reasonable, and have therefore been considered herein as a reliable indication of market value for the subject.

RECONCILIATION OF VALUE CONCLUSIONS

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed the Land Sales Comparison Approach. The values presented represent the As-Is (Fee Simple Estate).

The reconciliation of value conclusions is the final step in the appraisal process and involves the weighing of the individual valuation techniques in relationship to their substantiation by market data, and the reliability and applicability of each valuation technique to the subject property. Below, the individual strengths and weaknesses of each approach are analyzed.

As previously discussed, the **Cost Approach** was not presented in this analysis. This approach has no application due to the fact that there are no improvements on the subject site. The exclusion of the Cost Approach does not diminish the credibility of the value conclusion.

The price per square foot method has been presented in the **Sales Comparison Approach**. There have been limited recent sales of properties similar to the subject in the market area in the current market conditions, which decreases the validity of this approach to some degree. The most likely buyer for the subject would most likely be an owner-user developer and consequently, this approach is attributed single emphasis. The most likely buyer for the subject would be an investor-developer and this approach is attributed single emphasis.

The **Income Approach** to value is not utilized herein given that there is not any income in place at the site, nor is there a potential for revenue to be present once developed.

After considering all factors relevant to the valuation of the subject property, single emphasis is attributed to the Sales Comparison Approach only in the following As-Is market value.

RECONCILIATION OF VALUES	
VALUATION SCENARIOS	AS-IS
Interest	Fee Simple Estate
Date	July 23, 2025
LAND VALUE	
LAND CONCLUSION	**$6,275,000**
$/SF Total Land Area	$7.31
FINAL VALUE CONCLUSION	
FINAL VALUE CONCLUSION	**$6,275,000**
$/SF Total Land Area	**$7.31**

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions of the signer are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The signer of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- Robert K. Barnes, MAI, CCIM has not performed any services, specifically as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The signer is not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics* and *Standards of Professional Appraisal Practice* of the Appraisal Institute, and the *Uniform Standards of Professional Appraisal Practice*, as set forth by the Appraisal Standards Board of the Appraisal Foundation.
- Robert K. Barnes, MAI, CCIM not inspected the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the appraisers signing the certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Robert K. Barnes, MAI, CCIM has completed the continuing education program for the Designated Members of the Appraisal Institute.

Robert K. Barnes, MAI, CCIM
Certified General Real Estate Appraiser
Tennessee License No. 122
Expiration Date 10/31/2025

- Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- This analysis assumes that the information provided for this appraisal accurately reflect the current condition of the subject property.
- This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- The appraiser may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.
- The statements of value and all conclusions shall apply as of the dates shown herein.
- There is no present or contemplated future interest in the property by the appraiser which is not specifically disclosed in this report.
- Without the written consent or approval of the author neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraiser and the company with which the appraiser is connected.
- This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the author no portion of the report stands alone.
- We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- The appraisal has provided exhibits to assist the client(s)/intended user(s) to understand from a graphical standpoint some of the salient issues which impact the subject property. We have made no survey of the property and if further verification is required, a survey by a registered surveyor is advised.
- The appraiser assumes no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- The valuation stated herein assumes professional management and operation of the buildings throughout the lifetime of the improvements, with an adequate maintenance and repair program.
- The liability of R.K. Barnes & Associates, Inc., its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- The appraiser is not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. R.K. Barnes & Associates, Inc. and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal injury

(including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.

- The appraiser assumes no responsibility for determining if the subject property complies with the Americans with Disabilities Act (ADA). R.K. Barnes & Associates, Inc., its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance.
- This appraisal assumes that the subject meets an acceptable level of compliance with ADA standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be reduced from the reported value conclusion.
- Unless otherwise noted herein, a detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection of the subject property and surrounding properties, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.

LEGAL DESCRIPTION

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

MAP 28, P/O PARCEL 44.07
SILAS COLEMAN PROPERTY SURVEY: VINTAGE PARK AMENTIY – TRACT 1
VESTER WALDRON FAMILY LIMITED PARTNERSHIP
P.B. 3, PG. 95 (R.O.R.C., TN)
D.B. 509, PG. 1087 (R.O.R.C., TN)
± 858,091 SQ. FT., ± 19.699 AC.

A PORTION OF A PARCEL OF LAND LYING IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL ON THE NORTH BY WILLIAM & DORIS HOLLIS, LOT 116, PHASE 3A, STONEHENGE – (P.B. 22, PG. 109) (R.B. 1550, PG. 2542), ALSO ON THE NORTH BY THE TERMINUS OF ABINGDON DRIVE, ALSO ON THE NORTH BY KHONE CAROUSAPHA, LOT 117, OF SAID PHASE 3A PLAT – (P.B. 22, PG. 109) (R.B. 2467, PG. 2327), ALSO ON THE NORTH BY DENNIS BUTLER BUILDERS LLC, LOT 63, CHELSEA ESTATES – (P.B. 23, PG. 150) (D.B. 644, PG. 446), ON THE EAST AND SOUTH BY THE REMAINING LANDS OF VESTER WALDRON FAMILY LIMITED PARTNERSHIP – (P.B. 3, PG. 95) (D.B. 509, PG. 1087), ON THE SOUTH AND WEST BY DAVID L. WILLS – (R.B. 1432, PG. 2667), ALSO ON THE WEST BY BEVERLY & TIMOTY BULLINS – (R.B. 1627, PG. 2195), ALSO ON THE WEST BY JACQUELINE ETAL EVA MULLINS – (R.B. 1173, PG. 1641), ALSO ON THE WEST BY VALLIE REED & HOWARD MULLINS – (R.B. 1627, PG. 2197), ALSO ON THE WEST BY THE TERMINUS OF AN UNNAMED ROAD, AND ON THE WEST AND NORTH BY ERNEST M. ETAL MARY LOUISE STILL – (D.B. 50, PG. 429). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION FOR TRACT 1:

BEGINNING AT A 1/2" IRON PIN FOUND, ON THE EASTERLY RIGHT OF WAY OF ABINGDON DRIVE, BEING THE SOUTHWESTERLY CORNER OF LOT 117, THENCE, WITH THE SOUTHERLY LINE OF SAID LOT, S 81°54'50" E FOR A DISTANCE OF 133.48' TO AN IRON PIN SET (SEC), BEING THE SOUTHWESTERLY CORNER OF LOT 63;
THENCE, WITH THE SOUTHERLY LINE OF SAID LOT 63, FOR THE FOLLOWING (3) CALLS:
S 82°11'12" E FOR A DISTANCE OF 48.79' TO AN IRON PIN SET (SEC);
THENCE, S 81°36'02" E FOR A DISTANCE OF 121.89' TO AN IRON PIN SET (SEC), NEAR A FENCE;
THENCE, S 80°05'56" E FOR A DISTANCE OF 46.96' TO A LEANING 1/2" IRON PIN FOUND, NEAR A FENCE POST, BEING THE SOUTHWESTERLY CORNER OF LOT 19;
THENCE, WITH THE SOUTHERLY LINE OF SAID LOT 19, GENERALLY WITH A FENCE LINE, S 80°05'56" E FOR A DISTANCE OF 61.88' TO A POINT, BEING THE NORTHWESTERLY CORNER OF THE REMAINING LANDS OF WALDRON VESTER FAMILY L.P.;
THENCE, WITH A NEW LINE SEVERING THE LANDS OF WALDRON VESTER FAMILY L.P., FOR THE FOLLOWING (11) CALLS:
S 01°44'02" W FOR A DISTANCE OF 63.77' TO A POINT;
THENCE, S 01°29'58" W FOR A DISTANCE OF 98.48' TO A POINT;
THENCE, S 01°21'24" W FOR A DISTANCE OF 179.03' TO A POINT;
THENCE, S 01°16'28" W FOR A DISTANCE OF 210.68' TO A POINT;
THENCE, S 00°43'58" W FOR A DISTANCE OF 95.70' TO A POINT;
THENCE, S 41°39'40" E FOR A DISTANCE OF 238.40' TO A POINT;
THENCE, S 36°26'20" W FOR A DISTANCE OF 121.61' TO A POINT;
THENCE, N 51°23'34" W FOR A DISTANCE OF 33.15' TO A POINT;
THENCE, S 49°07'19" W FOR A DISTANCE OF 163.14' TO A POINT;
THENCE, S 00°00'00" E FOR A DISTANCE OF 115.16' TO A POINT;
THENCE, S 13°00'42" W FOR A DISTANCE OF 383.07' TO A POINT;
THENCE, S 53°46'59" W FOR A DISTANCE OF 179.49' TO A POINT, BEING ON THE NORTHEASTERLY LINE OF WILLS;
THENCE, WITH SAID LINE OF WILLS, GENERALLY WITH A FENCE LINE, N 36°33'57" W FOR A DISTANCE OF 66.47' TO A 1/2" INCH IRON PIN FOUND NEAR A FENCE POST, BEING THE SOUTHEASTERLY CORNER OF BILLINS;
THENCE, WITH THE NORTHEASTERLY LINE OF BILLINS, N 36°21'53" W FOR A DISTANCE OF 103.05' TO A 1/2" IRON PIN FOUND, BEING THE SOUTHEASTERLY CORNER OF MULLINS;
THENCE, WITH THE NORTHEASTERLY LINE OF MULLINS, N 36°56'26" W FOR 103.52' TO A POINT, BEING THE SOUTHEASTERLY CORNER OF REED;

5/8" IRON PIN FOUND (THS), BEING ON THE EASTERLY LINE OF STILL;
THENCE, WITH SAID LINE OF STILL, GENERALLY FOLLOWING A FENCE, FOR THE FOLLOWING (2) CALLS:
N 07°37'59" E FOR A DISTANCE OF 1,132.82' TO A 5/8" IRON PIN FOUND (THS)
THENCE, N 40°51'16" E FOR A DISTANCE OF 148.27', NEAR A FENCE POST, TO A 5/8" IRON PIN FOUND (THS), BEING ON THE SOUTHERLY LINE OF LOT 116;
THENCE, WITH THE SOUTHERLY LINE OF SAID LOT, S 81°53'55" E FOR A DISTANCE OF 103.94' TO THE POINT OF BEGINNING, HAVING AN AREA OF ± 858,091 SQUARE FEET, ± 19.699 ACRES

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO VESTER WALDRON FAMILY LIMITED PARTNERSHIP BY WARRANTY DEED FROM JOAN L. ANDERSON, UNMARRIED AND SAM ALLEN BARRETT, MARRIED, OF RECORD IN BOOK 509, PAGE 1087, RECORDED ON JUNE 14TH, 2005, IN THE REGISTER'S OFFICE OF RUTHERFORD COUTNY, TENNESSEE.

THIS TRACT IS SUBJECT TO A 100' ELECTRIC EASEMENT RECORDED IN RECORD IN BOOK 56, PAGE 114, RECORDED MARCH 5TH, 1913, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

THIS TRACT IS ALSO SUBJECT TO A 125' GAS LINE EASEMENT "RIGHT OF WAY EASEMENT" RECORDED APRIL 19TH, 1972 RECORDED IN DEED BOOK 108, PAGE 337; AS AFFECTED BY AGREEMENT IN BOOK 211, PAGE 413, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

FURTHERMORE, THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED AND/OR RESTRICTIONS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

QUALIFICATIONS

PROFILE

Mr. Barnes serves as a Senior Managing Director with R.K. Barnes & Associates, Inc. in Nashville, TN. With over 38 years of valuation experience, Ken has appraised numerous property types that include multifamily, office, retail, shopping centers, industrial, self-storage, land, mixed-use, religious institutions, condominium developments, and various special purpose properties. Valuation services provided incorporate appraisals, feasibility studies, portfolio assignments, estate planning, and appraisal reviews.

Clients include national and local lenders, financial institutions, attorneys, insurance companies, private individuals, developers, and government agencies.

CONTACT

PHONE:
615-369-0670

FAX:
615-369-0671

EMAIL:
ken@rkbarnes.com

ROBERT K. (KEN) BARNES, MAI, CCIM

Senior Managing Director

EDUCATION

Lipscomb University
B.S. in Marketing and Management

WORK EXPERIENCE

R.K. Barnes & Associates, Inc. – Senior Managing Director (2024-Present)

Valbridge Property Advisors – Senior Managing Director (1999-2024)

GBT Realty Corp – Vice President of Finance (1997-1999)

MEMBERSHIP AFFILIATIONS/ACCREDIATIONS

Appraisal Institute
-MAI Designation

CCIM Institute
-CCIM Designation

Certified General Real Estate Appraiser
-Tennessee, Alabama, and Kentucky

COURSE HISTORY

Appraisal Institute
-Has successfully completed all courses and experience requirements for the MAI designation. As of the current date, has completed the requirements of the continuing education program of the Appraisal Institute.

CCIM Institute
-Has successfully completed all courses and experience requirements for the CCIM designation. As of the current date, has completed the requirements of the continuing education program of the CCIM Institute.

State of Tennessee

TENNESSEE REAL ESTATE APPRAISER COMMISSION
CERTIFIED GENERAL REAL ESTATE APPRAISER
ROBERT K BARNES

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 122
LIC STATUS: ACTIVE
EXPIRATION DATE: October 31, 2025

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

GLOSSARY

Definitions are taken from The Dictionary of Real Estate Appraisal, 7th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP), and the Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Interagency Appraisal and Evaluation Guidelines) Note that the use of the "as is" phrase is specific to appraisal regulations pursuant to FIRREA applying to appraisals prepared for regulated lenders in the United States. The concept of an "as is" value is not included in the Standards of Valuation Practice of the Appraisal Institute, Uniform Standards of Professional Appraisal Practice, or International Valuation Standards. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

In office buildings, the areas of the building that provide services to building tenants but that are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Bulk Value

The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction. (Dictionary)

Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, [amenities,] and upkeep. (ICSC – International Council of Shopping Centers, 4th Ed.)

Condominium

An attached, detached, or stacked unit within or attached to a structure with common areas that are held as tenants in common (an undivided interest) with other owners in the project. The units can be residential, commercial, industrial, or parking spaces or boat docks. These units are commonly defined by state laws in their locations. Because units can be stacked on top of other units, these units can be defined both vertically and horizontally. (Dictionary)

Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI \div I_m$), which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. A larger *DCR* typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the value of the improvement on the same date.

In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation;
3. Both the buyer and seller are acting prudently and knowledgeably;
4. The seller is under compulsion to sell;
5. The buyer is typically motivated;
6. Both parties are acting in what they consider to be their best interests;
7. An adequate marketing effort will be made during the exposure time;
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. (Dictionary)

Double Net (Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net lease is defined as a lease in which the tenant is responsible to pay both property taxes and premiums for insuring the building(s).

(The market definition of a double net lease varies depending on the market)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

1. The date on which the appraisal opinion applies. (SVP)
2. The date to which an appraiser's analyses, opinions, and conclusions apply; also referred to as date of value. (USPAP, 2020-2021 ed.)
3. The date that a lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

EPDM

Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings.

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called *escalator clause, expense recovery clause or stop clause*. (Dictionary)

Estoppel Certificate

A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount. (Dictionary)

Exposure Time

1. The time a property remains on the market.
2. An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (USPAP, 2020-2021 ed.)

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. (USPAP)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. In essence, floor common area represents all the area on the floor that is common to that respective floor with the exception of those areas that penetrate through the floor, such as the elevator shaft and stairwell. The significant point to be made is that floor common area is not part of the tenant's usable area. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full service lease*. (Dictionary)

Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (Dictionary)

Going-Concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business.* (Dictionary)

Gross Building Area (GBA)

1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
2. Gross leasable area plus all common areas.
3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

Gross Sellout Value (Sum of the Retail Values)

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. An appraisal has an effective date, but summing the sale prices of multiple units over an extended period of time will not be the value on that one day unless the prices are discounted to make the value equivalent to what another developer or investor would pay for the bulk purchase of the units. Also called the *aggregate of the retail values, aggregate retail selling price or sum of the retail values.* (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use of for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (Dictionary)

Hypothetical Condition

1. A condition that is presumed to be true when it is known to be false. (SVP)
2. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP)

Insurable Value (Replacement Cost for Insurance Purposes)

The estimated cost, at current prices as of the effective date of valuation, of a substitute for the building being valued, using modern materials and current standards, design, and layout for insurance coverage purposes guaranteeing that damaged property is replaced with new property (i.e., depreciation is not deducted). (Dictionary)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)
2. The value of an asset to the owner or a prospective owner given individual investment or operational objectives (may also be known as worth). (IVS)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken. (Dictionary)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary)

Leasehold Interest (Leasehold Estate)

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)

See also Positive Leasehold and Negative Leasehold.

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market under all the conditions requisite to a fair lease transaction, the lessee and the lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby:

1. Lessee and lessor are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
4. The rent reflects specified terms and conditions, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, and tenant improvements (TIs). (Appraisal Institute)

Market Value

The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary; 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation)

Master Lease

1. A lease in which a part or the entire property is leased to a single entity (the master lessee) in return for a stipulated rent. The master lessee then subleases the property to multiple tenants.
2. The first lease in a sandwich lease. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease, net net lease, partial net lease, or semi-gross le*ase. (Dictionary)

Negative Leasehold

A lease situation in which the market rent is less than the contract rent. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (*TOE/EGI*); the complement of the net income ratio, i.e., *OER = 1 – NIR* (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common or easement. (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Percentage Lease

A lease in which the rent or some portion of the rent represents a specified percentage of the volume of business, productivity, or use achieved by the tenant. (Dictionary)

Positive Leasehold

A lease situation in which the market rent is greater than the contract rent. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy. (Dictionary)

Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate

The interest held by the sandwich leaseholder when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease

An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make that claim junior, or subordinate, to the claims of another party. (Dictionary)

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

TPO

Thermoplastic polyolefin, a resilient synthetic roof covering.

Triple Net (Net Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease, net net net lease, or fully net lease*. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area

The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

Value-in-Use

1. The amount determined by discounting the future cash flows (including the ultimate proceeds of disposal) expected to be derived from the use of an asset at an appropriate rate that allows for the risk of the activities concerned. (FASB Accounting Standards Codification, Master Glossary)
2. Formerly used in valuation practice as a synonym for *contributory value* or *use value*. (Dictionary)

VTAB (Value of the Total Assets of a Business)

The total amount that the real property, tangible personal property, and intangible property assets of a business would sell for in an asset-based transaction. (Dictionary)

PARK PROGRAM:

SITE AREA: +/- 19.01 ACRES
(INCLUDES GAS AND ELECTRIC EASEMENTS)

DISC GOLF COURSE
RED/WHITE 18 HOLE COURSE

WALKING PATH
+/- 1 MILE LOOP ON SITE
FOLLOWS PERIMETER OF DISC GOLF COURSE

125' GAS LINE EASEMENT

PERIMETER FENCE

MULCH WALKING TRAIL

FUTURE RESIDENTIAL DEVELOPMENT

DOG PARK

PARKING +/- 39 CARS

PLAY GROUND

PAVILION/ RESTROOMS

GATE

PARKING +/- 9 CARS

OPEN LAWN

100' ELECTRIC EASEMENT

FUTURE RD EXTENSION

WHITE BIRCH AVE

FUTURE RESIDENTIAL DEVELOPMENT

OLD NASHVILLE HWY.

N

0 60 120
GRAPHIC SCALE

VINTAGE - SMYRNA PARK
CONCEPTUAL PLAN
March 4, 2025

GAMBLE DESIGN COLLABORATIVE

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.c.
Department: Police Department
Date: December 9, 2025

Subject:
Consideration of Smyrna Police Department policy revisions relative to Court Attendance, Promotions, Conduct and Responsibilities, and Discipline.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
Policies revisions as part of the ongoing CALEA process.

Summary:
The Smyrna Police Department is in the process of gaining accreditation through CALEA (The Commission on Accreditation for Law Enforcement Agencies). During this process, it becomes necessary to revise and update policies that govern our procedures. The following policies are up for revision: 1–11 (Court Attendance), 3–3 (Promotions), 1–7 Conduct and Responsibilities and 3–4 (Discipline).

1-11 (Court Attendance)-

A revision of this policy is being requested to clarify what procedure is necessary if an Officer is absent or intends to miss court. The revision also addresses discipline for failure to follow the policy being addressed with the Department's new discipline matrix outlined in policy 3–4.

3-3 (Promotions)

A revision of this policy is being requested so that candidates can take the written test and be placed on a list for a period of (3) years. This will prevent the candidate from having to take the written portion of the promotional process repeatedly over a short duration of time. The candidate who passes the written test will remain on the

promotional list and eligible to finish the promotional process once positions become available.

1-7 (Conduct and Responsibilities)

A revision to this policy was necessary in order to implement the Department's new Discipline Matrix under policy 3-4. The conduct and responsibilities were divided into a ranking structure based on severity. You will see lower level conduct issues under Category A and more severe infractions under Category B, C, D, E. F, G and H. These new categories will be associated with an assigned discipline under policy 3-4.

3-4 (Discipline)

The revision to this policy centers on implementation of a Discipline Matrix for the Department. The Department began using a Crash Matrix several years ago and Officers have been very receptive to its implementation. A discipline matrix is a structured tool for police departments to ensure **fair and consistent** disciplinary action. Here are the key benefits of having a discipline matrix:

- **Consistency and Fairness:** It provides a predetermined range of sanctions for various policy violations, ensuring that all officers are treated consistently for similar misconduct, regardless of rank or personal connections. This helps avoid the perception of favoritism and promotes **organizational justice** and **transparency** across the department.
- **Reduced Liability and Scrutiny:** By establishing a clear, documented process, a matrix helps an agency withstand scrutiny from outside agencies and reduces the risk of civil litigation from disciplined or terminated employees. It increases the likelihood that disciplinary decisions will be upheld in arbitration.
- **Clear Expectations:** It provides clear guidance for both officers and supervisors by outlining the expected penalties for specific infractions. This allows officers to have an idea of what their punishment may be for a violation, which can reduce stress and anxiety about the process.
- **Guidance for Supervisors:** The matrix gives direction to supervisory staff, regardless of their experience, by suggesting appropriate ranges of discipline. It also allows for the consideration of **mitigating or aggravating circumstances** to adjust the penalty within a specified range, ensuring the punishment is proportional to the offense.
- **Efficiency:** It prevents the department from having to "reinvent the wheel" for every disciplinary case, streamlining the decision-making process for corrective action.

Recommended Council Action:
Staff recommends the Mayor and Council approve these revisions to policy.

Attachments:

1. 1-7 Conduct and Responsibilities New
2. 1-7 Conduct and Responsibilities Old
3. 1-11 Court Attendance (Red Letter) - Google Docs (1)
4. 3-3- Promotions (Red Letter) (2)
5. 3-4 Discipline New
6. 3-4 Discipline Old
7. Discipline Matrix Proposal

Smyrna Police Department

Conduct and Responsibilities

Policy Number: 1-7

CALEA: 41.2.7

Authority: Chief of Police

Amends/Supersedes: 1-7 Conduct and Responsibilities Date of Revision: **08/19/2020**

PURPOSE

The purpose of this policy is to provide guidelines and expectations for conduct, behaviour and attitudes of personnel both on and off duty. It also intends to classify each category in relation to the disciplinary matrix.

POLICY

All officers shall have a working knowledge of all criminal laws, and ordinances in force in the Town, as well as departmental rules, procedures, orders and policies of the force.

I. STANDARDS **[26.1.1]**

A. Standard of Conduct - Employees, whether on or off duty, shall be governed by reasonable rules of good conduct and behaviour and shall not commit any wrongful, malicious or criminal act. Employees shall conduct their private and professional lives in such a manner as to avoid adverse reflection upon themselves, their fellow employees and the Town of Smyrna, as members of the Department. **[1.1.2]**

B. Code of Ethics - All officers shall strive to attain the standards of the Law Enforcement Code of Ethics, which is incorporated in this manual at General Order 1-4 Code of Ethics.

C. Employees shall at all times take appropriate action in accordance with Department policies and procedures in regard to the protection of life and property, preservation of peace, prevention of crime, detection and arrest of violators of the law and enforcement of laws within the jurisdiction of the Smyrna Police Department.

D. Allegations of misconduct shall be investigated by the Office of Professional Standards at the discretion of the Chief of Police or their designee, in accordance with 1-21. All other allegations shall be investigated by the chain of command.

E. Cooperation with other Law Enforcement Agencies- Employees shall cooperate with law enforcement agencies, other town departments and public service organizations and shall give such aid and information as such organizations may be entitled to receive.

II. ORDERS

A. Manner of Issuing Orders

1. Orders from supervisors to subordinates shall be in clear, understandable language, civil in tone and issued pursuant to departmental business.

2. No commander or supervisor shall knowingly issue any order that is in violation of any law, ordinance or Department rule or procedure.

B. Unlawful, Unfit or Improper Order

1. Employees are not required to obey an order that is contrary to federal, state or local laws. Responsibility for refusal to obey rests with employees, and they shall be required to justify their refusal.

2. Employees who are given orders they feel to be unjust or contrary to rules or procedures must first obey the order to the best of their ability, but they may appeal for relief.

3. An employee who receives an unlawful, unjust or improper order shall, at the first opportunity, report in writing to the Chief through official channels. This report shall contain the facts of the incident and the action taken. Appeals for relief from such orders may be made at this time.

C. Conflicting Orders

1. Orders may be countermanded or conflicting orders issued only when necessary for the good of the Department.

2. Upon receipt of an order in conflict with a previous order or instruction, the employee affected shall advise the person issuing the second order of the conflict. Responsibility for countermanding the original order or instruction then rests with the individual issuing the second order. If so directed, the latter command shall be obeyed.

III. CONDUCT [26.1.1]

D. Policy Violations- Disciplinary actions for the below violations are described (discipline matrix) in Policy 3-2: Discipline.

Category A

1. **Uniform Violation-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #3-7 (Appearance, Uniforms and Equipment).

2. **Smoking-** Employees will adhere to the Town of Smyrna Employee Handbook in reference to smoking. Officers may smoke on duty, but it is discouraged when performing duties and addressing the public. Smoking is prohibited if it interferes with the ability to perform police functions or is offensive to citizens.

3. **Loitering -** Employees on duty or in uniform shall not enter or loiter in taverns, theaters or other public places except to perform a police task. Employees off duty and not on official standby shall not loiter on Department premises.

4. **Vehicle Use Violation-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #1-20 (Assigned Car Program) or #2-4 (Operation of Department Vehicles).

5. **Abuse of Leave Privileges-** Any violation(s) of the procedures, requirements and / or restrictions established by the Town of Smyrna Employee Handbook.

6. **Ride Along Violation-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #1-15 (Ride Along Program).

7. **Conduct toward the Public -** All persons having business with the Department are entitled to courteous and respectful consideration and must be given every assistance which may be proper under the rules of this Department. Officers shall give their name and badge number to any person requesting them. **[22.2.7a]**

8. **Responding to Calls-** Officers shall respond without delay to all calls for assistance within the Smyrna Police Department's jurisdiction. All calls shall be answered consistent with established

priorities, normal safety precautions and vehicle laws. Failure to answer promptly, without justification will be considered a violation.

9. **Derogatory Remarks / Gossip-** Officer shall not make derogatory remarks or engage in gossip regarding other officers, the Smyrna Police Department or the Town of Smyrna. This includes posting or circulating said statements whether oral, written or electronic.

10. **Submitting Reports-** Each Officer shall submit all reports initiated during the officer's tour of duty by the end of such tour of duty, unless authorized by the officer's supervisor.

11. **Reporting for Duty -** Unless otherwise directed, punctual in reporting for duty at the time and place designated by their supervisor, properly attired and equipped. Because of the unique characteristics of the position, all employees must be able to be reached and are expected to respond for emergency purposes or other needs of the Department. It is essential all employees provide accurate contact information for this need.

    a. All employees shall ensure that all contact information (including address) provided to the Department is current. Supervisors must have a direct contact phone number for each officer. No second-party telephone numbers are authorized. In addition, each officer shall maintain a voicemail or other measures in which to receive official police messages. Such messages shall be returned promptly.

    b. It is recognized that current telephone technology allows for the screening of phone calls prior to answering. Such a practice, when used to avoid an employee obligation or responsibility, is considered to be unethical.

12. **Court Procedures-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #1-11 (Excluding attendance issues).

13. **Officers Meeting on Duty "Signal 8"-** Officers who meet while on duty (with other officers or a member of the public) will exit their vehicles to converse or conduct their business. Meeting / conversing while seated in a marked unit is a violation. Officers will project a strong work ethic and productivity to the public at all times.

Category B

14. **Use of Department Equipment-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #1-32 (Property and Equipment Management). The use of equipment in a manner not specified in the Rules, Policies and Procedures, or in a manner other than the intended use, unless justified, may be considered wrongful use. Employees shall obtain approval from their chain of command prior to the use of Department equipment or facilities for a non-police related activity.

15. **Police Service Off Duty-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #1-14 (Off Duty Conduct and Powers of Arrest).

16. **Gifts, Gratuities, Fees, Rewards or Loans-** Employees shall not, under any circumstances, solicit or accept any gift, gratuity, loan or fee where there is any direct or indirect connection between the solicitation and the Department goals and objectives.

17. **Public Statements -** Employees shall not make public addresses or publish material, utilizing any media or platform, concerning the affairs of the Department or service that is connected with law enforcement without the permission of the Chief.

18. **Reporting Violations-** Employees having knowledge of other employees violating laws, ordinances, departmental rules or disobeying orders, shall report such violations to the Chief of Police through the proper chain of command. If the violation is committed by the employee's immediate supervisor, the employee shall report such violations directly to a Captain or higher.

19. **Unsatisfactory Performance-** Employees shall maintain sufficient competency to properly perform their duties and assume the responsibilities of their positions. Employees shall perform their duties in a manner that shall maintain the highest standards of efficiency and effectiveness in carrying out the functions and objectives of the Department. Unsatisfactory performance may be demonstrated by the following:

    a. Unwillingness or inability to perform assigned tasks.

    b. Failure to conform to work standards established for the employee's rank, grade or position.

    c. Repeated infractions of rules, regulations, directives or orders of the Department.

d. Any act or omission constituting a violation of any of the provisions of the Department rules, policies and procedures manual or any other Department order.

e. General inefficiency and / or incompetence.

20. **Political Activity-** Every employee is encouraged to participate in the political process. However, Smyrna Police Department employees shall not:

    a. Engage in political activities while on duty or in uniform.

    b. Be required to vote as a duty of office or as a condition for employment.

    c. Be required to contribute funds for political or partisan purposes.

    d. Use any department supplies or equipment for any campaign for political or partisan elected office.

    e. Employees shall refer to the Town of Smyrna Employee Handbook (page 19) for additional details.

    f. Nothing in this policy is meant to preclude employees from the act of voting while in uniform.

21. **Firearms Violation-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #4-3 (Range Operations) or #4-4 (Weapons Regulations). Loss, theft or abuse of department issued firearms which result from improper security shall be categorized as Negligence.

22. **Offensive Statements / Materials-** Employees shall not tell jokes or make statements or suggestions that may be considered offensive, based upon religion, race ethnic origin or sex. Employees on duty or on city property shall not reproduce, circulate or post any material that may be considered offensive on the basis of religion, race, ethnic origin or sex.

23. **Personal Preferment -** No employee shall seek the influence or intervention in Department affairs by any person outside the Department for the purpose of personal advantage, transfer or advancement, unless such intervention is authorized by law.

24. **Body Worn / In-Car Video Systems-** Any violation(s) of the procedures, requirements and / or restrictions established by

General Orders #2-10 (In-Car / Body-Worn Video Recording Systems)

Category C

25. **Consorting** - Employees shall avoid personal associations with persons who have an open and notorious reputation in the community for criminal and / or felonious behavior (immediate family ties excluded), except in the discharge of their official duties and with permission of the Chief.

26. **Investigations-** Officers shall not withhold any information on criminal activity or undertake self-assigned investigations without prior or prompt documentation and notification of a supervisor.

27. **Sleeping on Duty-** Employees shall at all times be attentive to their duties.

28. **Conduct During Interrogations**- An officer shall not question suspects in a manner that would tend to unlawfully compel a confession. An officer shall not use the threat of physical force or violence nor shall an officer make any promise of immunity, a lesser degree of prosecution or hold any other inducement to an individual for the purpose of obtaining a confession.

29. **Court Appearances-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #1-11 (Court Attendance).

30. **Evidence / Property-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #2-18 (Evidence Control) (No evidence loss). Evidence, abandoned and found property, property maintained for safekeeping and any other property received by an employee of this Department shall not be used, utilized, converted, copied, distributed, etc. for personal use.

31. **Improper Search-** Any violation(s) of the procedures, requirements and / or restrictions established by General Orders #2-9 (Vehicle Searches), #2-12 (Pat Down Searches), #2-15 (Arrest) or any other Department search policy or procedure.

32. **Pursuit Violation-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #2-8 (Vehicle Pursuits).

33. **Reporting to Supervisor -** Employees shall keep their supervisor informed of any unusual activity, situation or problem with which the Department logically would be concerned.

    a. Employees shall notify their supervisor any time they are involved as a witness, victim or suspect in any situation or investigation by another law enforcement agency. Contact with law enforcement in which an enforcement action or a report was taken is considered criteria for reporting.

    b. Employees involved as plaintiff or defendant in any civil action resulting from their activity as a Department employee shall report this fact in writing to the Chief through the Chain of Command.

Category D

34. **Insubordination -** Insubordination is the deliberate refusal by any employee to obey or comply with a lawful order given by a supervisor.

35. **Dissemination of Information-** Employees shall treat the official business of the Department as confidential. Information regarding official business shall be disseminated only to those for whom it is intended in accordance with established Department procedures.

    a. Employees may share official records or reports from the Smyrna Police Department only in accordance with state law and with established Department procedures. Employees shall not divulge the identity of persons giving confidential information except as authorized by proper authority.
    b. Any posting / commenting / sharing (social media or otherwise), in regards to SPD calls for service, investigations or any other information deemed sensitive, is prohibited.

36. **Strike or Work Stoppage-** Employees shall not engage in or conduct a work stoppage or strike. The term “strike” means the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work or the abstention, in whole or in part, from the full faithful, and proper performance of the duties of employment for the purpose of inducing, or coercing a change in

the conditions, compensation, rights, privileges or obligation of employment.

37. **Audio / Visual Recording of Officers -** It will be considered a violation to secretly utilize a recording device for the purpose of covert recording of another officer without specific permission from the Chief. This does not include recordings captured in the act of conducting Police related operations (Body Worn Cameras or otherwise), to include a call for service, an official investigation, undercover operation or Office of Professional Standards investigation.

38. **Neglect or dereliction of duty-** A willful and intentional failure to perform a required duty shall be deemed neglect / dereliction of duty.

39. **Unsatisfactory Conduct-** Intentional behavior that detracts from the productive workplace environment or reflects poorly on the employee of the department, but does not rise to the level of Unbecoming Conduct.

40. **Harassment-** An abuse of an officer's authority by arbitrarily stopping someone, illegally questioning them or by conducting an unwarranted or illegal search and seizure.

41. **Firearms Discharge Level 1-** An unintentional discharge of a firearm that is not justified or authorized and where no injury occurs.

42. **Absence from Duty without Leave-** No employee shall be absent from duty without being granted approval for personal time off or authorization from a supervisor. Feigning sickness or injury to avoid duty is commensurate to absence without leave.

Category E

43. **Use of Force (No / Minor Injury)-** Use of force which falls outside of policy #2-1 and does not result in injury to the suspect.

44. **Treatment of Prisoners-** Willful or neglectful mistreatment of a prisoner, arrestee or detainee. Prisoners and detainees will be treated in a fair and humane manner.
45. Missing Property / Evidence- Any violation(s) of the procedures, requirements and / or restrictions established by General Order

#2-18 (Evidence Control) which results in the loss of property / evidence.

46. **Ethics Violations-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #1-4 (Code of Ethics).

Category F

47. **Alcohol / Intoxicants-** Employees shall not possess any intoxicants on Department premises except when necessary in the performance of a police task. Such intoxicants shall be properly identified and stored. Alcoholic beverages will not be stored as evidence. Alcoholic beverages are to be photographed with complaint numbers, and destroyed.

48. **Assistance to Other Officers-** Officers shall take proper and effective police action and shall aid and protect a fellow officer in time of danger or under circumstances where danger might reasonably be impending.

49. **False Industrial Claims-** Employees injured off duty shall not falsely claim an industrial injury. Employees shall not knowingly corroborate a false claim.

Category G

50. **Criminal Offenses (Class B - Class C Misdemeanors)-** Officers shall act in accordance with the laws of the State of Tennessee and the United States of America. Discipline may or may not be dependent on being charged with or convicted of said offense at the discretion of the Chief of Police.

51. **Biased Policing-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #1-8 (Biased Based Profiling).

52. **Unbecoming Conduct-** Officers shall conduct themselves at all times, both on and off duty in such a manner as to reflect favorably on the Department. Conduct unbecoming of an Officer includes conduct that is unlawful and / or brings the Department into disrepute, reflects discredit upon the Officer as a member of the Department or impairs the operation or efficiency of the Department or Officer. Unbecoming conduct may include

violations of the law, even when no charges are brought forth. This may include harassment, sexual misconduct or abusive conduct as defined in the Town of Smyrna Employee Handbook.

53. **Alcohol, Intoxicants or Drugs -** No employee shall be on duty under the influence of intoxicants or drugs, or be unfit for duty because of their excessive use.
    a. While on duty, employees shall not use controlled substances or substances containing THC other than those prescribed by a physician, and then, only with the knowledge of their supervisor.

    b. The habitual / excessive use of alcohol / drugs off duty shall not affect or hinder an Officer's ability to perform their job

    c. No employee shall drink or purchase any alcoholic beverages while on duty or in uniform. No employee in plainclothes shall drink or purchase any alcoholic beverages while on duty except when necessary in the performance of duty and then only with the approval of the supervisor.

54. **Firearms Discharge Level 2-** A discharge of a firearm that is not justified or authorized and meets one or both of the following conditions:

    a. Is committed in a manner that is reckless.

    b. Results in the injury and / or death of another person.

55. **Cooperation during Internal Investigation-** Any violation(s) of the procedures, requirements and / or restrictions established by General Order #1-21 (Internal Affairs).

56. **Untruthfulness-** Officers shall be truthful at all times in their spoken and / or written words.

    a. All employees are required to answer questions, inquiries and submit written reports or other electronic communication completely and truthfully, without omissions. No employee shall knowingly provide any answer, response, report or electronic communication that is false, fabricated or that misrepresents the truth.

b. No officer shall knowingly misrepresent any matter, sign any false official statement, commit perjury or give false testimony before any court, grand jury, board, commission or hearing.

c. No officer shall falsify a report, record or communication to include false or inaccurate oral or written reports concerning any police activity.

Category H

57. **Use of Force Violation (Serious Injury / Deadly Force)-** Use of force which falls outside of policy #2-1 and results in the serious injury and / or death of the suspect.

58. **Criminal Offenses (Felony / Class A Misdemeanor)-** Officers shall act in accordance with the laws of the State of Tennessee and the United States of America. Discipline may or may not be dependent on being convicted of said offense at the discretion of the Chief of Police.

Smyrna Police Department

CONDUCT AND RESPONSIBILITIES

Policy Number: **1-7**

CALEA: **26.1.1, 1.1.2**

Authority: **Chief of Police**

Amends/Supersedes: ---- **Date of Revision:** 8/19/2020

POLICY

All officers shall have a working knowledge of all criminal laws, and ordinances in force in the Town, as well as departmental rules, procedures, orders and policies of the force.

I. REPORTING VIOLATIONS

A. Employees having knowledge of other employees violating laws, ordinances or departmental rules or disobeying orders, shall report such violations in writing to the Chief through proper chain of command.

II. STANDARDS [26.1.1]

A. Standard of Conduct - Employees shall conduct their private and professional lives in such a manner as to avoid adverse reflection upon themselves as members of the Department. **[1.1.2]**

B. Code of Ethics - All officers shall strive to attain the standards of the Law Enforcement Code of Ethics, which is incorporated in this manual at General Order 1-4 Code of Ethics.

C. Insubordination - Insubordination is the deliberate refusal by any employee to obey or comply with a lawful order given by a supervisor.

D. Conduct toward the Public - All person having business with the Department are entitled to courteous and respectful consideration and must be given every assistance which may be proper under the rules of this Department. Officers shall give their name and badge number to any person requesting them. **[22.2.7a]**

E. Cooperation with other Law Enforcement Agencies - Employees shall cooperate with all law enforcement agencies, other town departments and public service organizations and shall give such aid and information as such organization may be entitled to receive.

F. Gifts, Gratuities, Fees, Rewards or Loans - Employees shall not, under any circumstances, solicit any gift, gratuity, loan or fee where there is any direct or indirect connection between the solicitation and the Department goals or objectives.

G. Public Statements - Employees shall not make public addresses or publish material concerning the affairs of the Department or service that is connected with law enforcement without the permission of the Chief.

III. ORDERS

A. Manner of Issuing Orders
1. Orders from supervisors to subordinates shall be in clear, understandable language, civil in tone and issued pursuant to departmental business.
2. No commander or supervisor shall knowingly issue any order that is in violation of any law, ordinance or Department rule or procedure.

B. Unlawful, Unfit or Improper Order
1. Employees are not required to obey an order that is contrary to federal, state or local laws. Responsibility for refusal to obey rests with employees, and they shall be required to justify their refusal.
2. Employees who are given orders they feel to be unjust or contrary to rules or procedures must first obey the order to the best of their ability, but they may appeal for relief.
3. An employee who receives an unlawful, unjust or improper order shall, at the first opportunity, report in writing to the Chief through official channels. This report shall contain the facts of the incident and the action taken. Appeals for relief from such orders may be made at this time.

C. Conflicting Orders
1. Orders may be countermanded or conflicting orders issued only when necessary for the good of the Department.
2. Upon receipt of an order in conflict with a previous order or instruction, the employee affected shall advise the person issuing the second order of the conflict. Responsibility or countermanding the original order or instruction then rests with the individual issuing the second order. If so directed, the latter command shall be obeyed.

IV. CONDUCT ON DUTY [26.1.1]

A. Prohibited Activities
1. Employees are prohibited from engaging in the following activities or actions while on duty:
   a. Sleeping on duty; employees shall at all times be attentive to their duties;
   b. Recreational reading except at meals, but never in a patrol vehicle;
   c. Conducting private business; or
   d. Carrying any articles that distract from the proper performance of their duties.

B. Investigation - Officers shall not withhold any information on criminal activity or undertake self-assigned investigations without prior or prompt documentation and notification of a supervisor, as per General Order 1-21 Internal Affairs.

C. Loitering - Employees on duty or in uniform shall not enter or loiter in taverns, theaters or other public places except to perform a police task. Employees off duty and not on official standby shall not loiter on Department premises.

D. Alcohol, Intoxicants or Drugs - No employee shall be on duty under the influence of intoxicants or drugs, or be unfit for duty because of their excessive use.

1. While on duty, employees shall not use controlled substances, other than those prescribed by a physician, and then, only with the knowledge of their supervisor.
2. No employee shall drink or purchase any alcoholic beverages while on duty or in uniform. No employee in plainclothes shall drink or purchase any alcoholic beverages while on duty except when necessary in the performance of duty and then only with the approval of the supervisor.

E. Smoking on duty - Employees may smoke while on duty; however, smoking is discouraged when performing duties and addressing the public. Smoking is prohibited if it interferes with the ability to perform police functions, while in your patrol car or is offensive to a citizen.

F. Intoxicants on Department Premises - Employees shall not possess any intoxicants on Department premises except when necessary in the performance of a police task. Such intoxicants shall be properly identified and stored. Alcoholic beverages will not be stored as evidence. Alcoholic beverages are to be photographed with complaint numbers, and destroyed.

G. Misrepresentation and Falsification - No employee in an official capacity shall knowingly misrepresent any matter, sign any false official statement or report, commit perjury or give false testimony before any court, grand jury, board, commission, official hearing or department hearing.

H. Consorting - Employees shall avoid personal associations with persons who have an open and notorious reputation in the community for criminal behavior (immediate family ties excluded), except in the discharge of their official duties and with permission of the Chief.

I. Gambling - No form of gambling or card playing shall be permitted on Department premises.

J. Labor Disputes - No officer in uniform shall become involved in any labor disputes except in the necessary performance of police duties.

K. Strike or Work Stoppage - Employees shall not engage in or conduct a work stoppage or strike. The term “strike” means the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work or the abstention, in whole or in part, from the full faithful, and proper performance of the duties of employment for the purpose of inducing, or coercing a change in the conditions, compensation, rights, privileges or obligation of employment.

L. Property-Evidence, Abandoned, Found, Safekeeping, Etc. - Evidence, abandoned and found property, property maintained for safekeeping and any other property received by an employee of this Department shall not be used, utilized, converted, copied, distributed, etc. for personal use.

M. Reporting for Duty - Employees shall be punctual in reporting for duty at the time and place designated by their supervisor. Because of the unique characteristics of the position, all employees must be able to be reached for emergency purposes or other needs of the Department. It is essential all employees provide accurate contact information for this need.
1. All employees shall ensure the telephone number provided to the Chief is the primary number for direct contact to the employee. This means no second-party telephone numbers are authorized. In addition, each officer shall maintain voicemail or other measures in which to receive official police messages. Such messages shall be returned promptly.

2. It is recognized that current telephone technology allows for the screening of phone calls prior to answering. Such a practice, when used to avoid an employee obligation or responsibility, is considered to be unethical. This conduct could result in disciplinary action. Shift Supervisors and other supervisors will track histories of no contacts/no return calls for any identifiable trends. Concerns shall be brought to the attention of the appropriate Division Captain.

N. Roll Call - Unless otherwise directed, employees shall report to daily roll call, at the time and place specified, properly attired and equipped. They shall give careful attention to orders and instructions and avoid unnecessary talking or movement.

O. In-Service Training - Employees shall attend in-service training sessions at the direction of the Chief, Training Officer or Division Commander.

P. Reporting to Supervisor - Employees shall keep their supervisor informed of any unusual activity, situation or problem with which the Department logically would be concerned.

1. Employees shall notify their supervisor any time they are involved as a witness, victim or suspect in any situation, or investigation by another law enforcement agency.
2. Employees involved as plaintiff or defendant in any civil action resulting from their activity as a Department employee shall report this fact in writing to the Legal Advisor through Chain of Command.

Q. Business Cards - Business cards, which refer to the Department shall be used by employees only in connection with official business and shall conform to the approved Department form.

R. Personal Preferment - No employee shall seek the influence or intervention in Department affairs by any person outside the Department for purpose of personal advantage, transfer or advancement, unless such intervention is authorized by law.

S. Offensive Materials - Employees on duty or on City property shall not reproduce, circulate or post any material that may be considered offensive on the basis of religion, race, ethnic origin or sex.

T. Offensive Statements - Employees shall not tell jokes or make statement or suggestions that may be considered offensive, based upon religion, race, ethnic origin or sex.

U. False Industrial Claim - Employees injured off duty shall not falsely claim an industrial injury. Employees shall not knowingly corroborate a false industrial injury claim.

V. Use of Department Property, Facilities or Equipment - Employees shall obtain approval from their chain of command prior to the use of Department facilities, or equipment for a non-police related activity. This includes placing pictures of employees in uniform, vehicles or any other Department issued equipment on social media. (i.e. Facebook, Instagram, etc.)

W. Administrative (unwritten) Directives - Administrative directives, issued by the Chief shall apply to all employees so affected.

X. Wrongful Use of Equipment - The use of equipment in a manner not specified in the Rules, Policies and Procedures, or in a manner other than the intended use, unless justified, may be considered wrongful use.

Y. Tape Recording of Officers - No officer will secretly tape record any conversation with another officer. It will be considered a violation to bring a non-Department issued

recording device for the purpose of covert recording into the Police Department without specific permission of the Chief.

V. SPECIFIC CAUSES FOR DISPLINARY ACTION

A. This list includes, but is not limited to, those offenses for which disciplinary action may be taken:

1. Commission of, indictment for or conviction of a crime.
2. Unlawful use of controlled substances.
3. Habitual and excessive use of alcohol.
4. Neglect or dereliction of duty.
5. Insubordination.
6. Making derogatory remarks regarding other officers, the Department or the Town.
7. Failure to report honestly and accurately all facts pertaining to an investigation or other matter of concern to the Department.
8. Absence from duty without leave.
9. Willful or neglectful mistreatment of a prisoner arrestee or detainee.
10. Sleeping on duty.
11. Accepting or soliciting a bribe.
12. Aiding or permitting a prisoner to escape.
13. Falsification of reports, records or communications including false or inaccurate oral or written reports concerning any other employee, employee's family, group or police activity.
14. Intentional damage or abuse or loss of any property entrusted to an employee.
15. Misappropriation of any lost, found, stolen, Department or evidentiary property.
16. Feigning sickness or injury to avoid duty.
17. Failure to comply with written or verbal orders.
18. Cowardice.
19. Stealing, altering, forging, removing, copying or tampering with any kind of police records, reports, citations or documents without proper authority.
20. Conduct unbecoming an officer, either while on or off duty, detrimental to the Department.
21. Malingering.
22. Careless or negligent handling of firearms.
23. Untruthfulness.
24. General inefficiency and incompetence.
25. Any act or omission constituting a violation of any of the provisions of the Department rules, policies and procedures manual or any other Department order.
26. Failure to meet or maintain minimum Department performance standards.
27. Falsely claiming an industrial injury, or corroborating a false industrial claim.
28. Engaging in gossip or idle conversation concerning any other employee, employee's family, group or police activity.
29. Making, posting or circulating any oral or written notice or statement of a derogatory nature, relating to any employee, employee's family, group or police activity.
30. Unjustly criticizing, ridiculing or expressing hatred or contempt toward, or indulging in remarks which may be detrimental to, or cast suspicion on, the reputation of, or otherwise defame, any employee, employee's family, other persons, agencies or its employees.
31. Officers engaging in a "Signal 8."
    a. "Signal 8" – When an officer pulls their patrol vehicle alongside another vehicle, be it another officer or member of the public, and attempts to communicate with the other individual while remaining seated inside their patrol vehicle.

b. Officers are to get out of their vehicles to conduct meetings. Officers are to be reminded that we are, at all times, in the public eye and that perception can sometimes be harmful to the Department.

Smyrna Police Department

COURT ATTENDANCE

Policy Number: 1-11

CALEA: N/A

Authority: Chief of Police

Amends/Supersedes: 1-11 Court Attendance

Date of Revision: **09/30/2025**

I. PURPOSE

A. The purpose of this general order is to set the guidelines for department personnel attendance at court proceedings. This policy is to apply to all personnel and their appearance in courts for both official duty assignment and personal litigation.

II. POLICY

A. Court Attendance - Attendance at any court proceedings as a result of an official duty assignment shall be attended. Employees shall appear at least fifteen (15) minutes before general sessions, traffic court, or grand jury and at least thirty (30) minutes before a circuit court case is scheduled for trial.

B. Officers shall be prepared to testify to the facts of a particular case and shall ensure that any traffic citation abstracts, reports, witnesses or evidence that are needed to prosecute the case are present.

C. Attire for general sessions and grand jury

1. Officers shall wear a duty uniform.
2. Male detectives or plain-clothes officers shall wear a dress shirt and tie with appropriate trousers.
3. Female detectives or plain-clothes officers shall wear an appropriate pantsuit.

D. Attire for circuit court trial

1. Officers shall wear a long-sleeved duty uniform with tie.
2. Male detectives or plain-clothes officers shall wear a suit and tie.
3. Female detectives or plain-clothes officers shall wear an appropriate pantsuit.

4. The officer shall verify with the court to determine if such court does not allow weapons in the courtroom. The officer shall make arrangements to secure their weapon in these instances.

E. Officers assigned to court security, inside or outside of the courtroom, shall wear a complete duty uniform.

F. Absence from Court

1. Employees are required to submit their PTO sheets to the court liaison at least seven (7) days in advance of any planned absence that would affect court attendance

2. ~~Employees are encouraged not to miss any duty assignment other than for emergency situations.~~ If emergency circumstances prevent an employee from ~~cannot~~ attending ~~court officer duties~~, ~~or~~ a court case for which they are ~~that the employee is scheduled to attend or has a~~ subpoenaed ~~for~~, the employee shall notify the court liaison and their direct supervisor immediately. ~~their immediate supervisor who will give them a Court Absence Notification form. The officer is to ensure that all notifications are made and signatures obtained from all affected parties, District Attorney, Court Clerk, and the defense attorney before missing their duty assignment. Officers shall make all necessary notifications and return the Absence Notification form to their Division Commander no later than five (5) working days prior to the assignment to be missed.~~

3. Employees who are absent from court without just cause and without notification to the court liaison and their direct supervisor, ~~the knowledge and consent of the court and the above-mentioned department supervisors,~~ shall be subject to disciplinary action according to the department's discipline matrix as outlined in Policy 3-4.

4. ~~suspension as follows:¶~~
   a. ~~First time absent without permission - one (1) day suspension without pay by the Shift Commander.¶~~
   b. ~~Second time absent without permission - two (2) day suspension without pay by the Shift Commander.¶~~
   c. ~~Third absents without permission will involve Disciplinary Action at the discretion of the Chief.¶~~

5. ~~The above policy is minimum disciplinary action for the guidance of reviewing employees. Each case is subject to administrative review to determine if the violation warrants additional disciplinary action. There may be occasions where an employee's absence from a trial would jeopardize a case and be detrimental to the police service. This absence shall cause some disciplinary action without any subsequent violations being considered.~~

G. Personal Litigation - When officers appear in court for personal litigation, or litigation that arises outside of their official duty assignment they **shall not**:

1. Wear duty uniforms;

2. Carry department-issued weapons including, but not limited to, firearms or any other personal protection items; or

3. Clothing that may display departmental insignia or that identify themselves as an employee of the department.

Smyrna Police Department

PROMOTIONS

Policy Number: 3-3

CALEA: Chapter 34

Authority: Chief of Police

Amends/Supersedes: - Promotions 3-3 Rev. 8/19/2020

Date of Revision:

Purpose

The purpose of this policy is to provide a defined and consistent process for promotions within the department.

I. Policy

A. The Department promotes employees without regard to race, creed, sex, sexual orientation, gender, age or national origin. Employees seeking promotion will be treated equally, with respect to all promotion practices. Promotion within the Department will be based on merit with the most qualified applicant being selected by the Chief and in accordance with Town policies.

II. PART DEFINITIONS

Anniversary Date - Employee's date of hire.

Bibliography - A list of reading material used as sources of questions comprising the written examination.

Eligibility List - Employment, promotional or other list of qualified applicants.

Examination - The process of testing, evaluating or investigating the qualifications of applicants for a particular position.

Nondiscriminatory Process - A promotional process that employs the selection or appointment of candidates regardless of race, color, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group or other identifiable groups.

Oral Interview - A process of conducting a personal interview to determine job related knowledge

and the ability to demonstrate verbal skills.

Promotion - Assignment of an employee from one classification to another, which has a higher rate of pay and additional responsibilities.

Promotional Process Announcement - A written announcement that provides the following:

A. A schedule of dates, times, testing and locations of all elements of the promotional process;

B. A list of eligibility requirements; and

C. A description of the process to be used in selecting personnel for the vacancy.

III. GENERAL

A. It is the policy of this Department to promote on a basis of qualifications, abilities and performance. To the greatest extent possible, personal opinions or bias shall not be considered. The Chief has the authority and responsibility to initiate the promotional process within the Department.

B. The Town's Human Resources Director shall keep a record of qualified applicants for the positions in the classification plan and, with the exception of exempt service, the Human Resources Director shall certify the names of those determined to have met qualifications necessary to be eligible to participate in the promotion process and will provide a certified list to the Chief.

C. The Department's role in the promotion process shall be administered by the Chief of Police or their designee. ~~through the Captain of Administration.~~ The Department facilitates the promotion process by posting the announcement of anticipated testing for vacancies and scheduling employees for the various phases of the process.

IV. RESPONSIBILITIES

A. Specific responsibilities of the Human Resources Director include, but are not limited to, the following:

1. Approval of position descriptions;
2. Working with the Department on vacancies and processes to be used to fill these positions;
3. Prescribing and receiving applications;
4. Certification of eligibility or disqualification of applicant;
5. Working with the Chief to prepare relevant examination components and procedures tailored to meet the needs of the Department and which are

job-related and non-discriminatory;

6. Assuring that all examinations are in compliance with the town's Equal Opportunity Employment commitments, programs and practice; and

7. Be the primary focal point for the position of Chief.

B. Specific promotion responsibilities of the Chief include, but are not limited to, the following:

1. The development and implementation of an effective promotion process for the Department in cooperation with the Human Resources Director;

2. Establishing prerequisites for eligibility for consideration;

3. Assisting in the development of measurement instruments that are used in determining skills, knowledge, abilities and promotion potential of employees for positions;

4. Conduct a final oral interview of each candidate on the list provided by their designee ~~Captain of Administration;~~ The list of top candidates will be compiled after the Oral Review Board.

5. Selection of a candidate for promotion; and

6. At the end of the promotional process, all interested candidates will be provided feedback as to the weak and strong aspects of their promotional competition by the Chief or their designee. This feedback will be done in such a manner as to preserve the integrity and confidentiality of test candidates and evaluators.

C. Specific responsibilities of the Chief or their designee ~~Captain of Administration~~ include, but are not limited to, the following:

1. Providing assistance in the preparation and scoring of the written test, if applicable;

2. Conducting and scoring the personnel file assessment portion of the process;

3. Coordinating the Oral Review Board and tabulating the scores of the Oral Review Board process;

4. Providing the Chief a list of the top 5 scores ~~three (3) scorers~~ upon completion of the Examination, Oral Review Board and other portions of the Promotions policy;

5. Providing interested candidates with their examination scores and their final cumulative scores; and

6. Be the primary focal point for the promotion process within the Department.

V. ELIGIBILITY

A. The Chief of Police along with the approval of the Town Manager will have the discretion to appoint their Administrative Staff to include Police Captain and Assistant Chief of Police. The Chief of Police can choose anyone from within the police department or hire from outside of the police department to fulfill these positions. The Chief will identify these individuals they believe have the skill set, abilities, attributes, and shared vision. The minimum qualifications, which will allow an employee to apply for promotion, are as follows:

1. Lieutenant:

   a) Service at this Department at the rank of Sergeant;

   b) Be in good standing with the Department;

   c) No suspensions over the previous 1 year

   d) Not under an Internal Affairs Investigation; and

   e) Other qualifications as defined by the job description.

2. Sergeant:

   a) Three (3) years of service at this Department as an officer;

   b) Be in good standing with the Department;

   c) No suspensions over the previous 1 year

   d) Not under an Internal Affairs Investigation;and

   e) Other qualifications as defined by the job description.

3. Detective:

   a) Three (3) years of service at this Department as an officer;

   b) Possess adequate investigative ability;

   c) Be in good standing with the Department;

   d) No suspensions over the previous 1 year

e) Not under an Internal Affairs Investigation;and

f) Other qualifications as defined by the job description.

B. Officers that meet the minimum criteria may submit an application of intent to the Human Resources Department before the deadline established by the announcement. Only those officers who are eligible and have submitted their applications will be allowed to participate in the promotions process.

VI. PROCESS

A. A promotional process announcement will be posted by the Chief or their designee at least (21) days before the written examination. The posting will list the deadline in which to submit a written application.

B. Examination

1. The announcement for the promotional examination will list a bibliography of sources from which the written examination questions are derived, and a description of the weighted formula to be used for scoring.

2. Where reference materials can be obtained, they will be provided to each candidate.

3. Once announced and posted, the weighted formula will remain unchanged until completion of the particular examination process.

4. The officer shall make at least a score of 65 on the written examination to advance to the Oral Review Board.

5. The written test will be a pass/fail and once an officer has passed the written test they will not have to retest for three (3) years. (We can increase to 5 years)

C. Oral Review Board - The qualifying candidates, who have successfully completed the Examination with a passing score, will be scheduled to participate in an Oral Review Board.

1. The Oral Review Board will consist of three or four employees of the Department all appointed by the Chief.

2. ~~Once announced and posted, the weighted formula will remain unchanged until completion of the Oral Review Board process.~~

D. Personnel File - A review of each candidate's personnel file will be completed, with points being awarded in the following categories:

1. Performance Evaluations - Points will be awarded based on the averaged last five

(5) years of evaluations with the Department as follows:

a) 4 points - Averaged Rating of 3.8 to 5.0 on yearly evaluation;

b) 3 points - Averaged Rating of 3.0 to 3.79 on yearly evaluation;

c) 0 point - Averaged Rating of 2.0 to 2.99 on yearly evaluation; or

d) 0 point - Averaged Rating of 1.0 to 1.99 on yearly evaluation.

2. Conduct - Two (2) points will be awarded if no disciplinary action has been taken during the twelve (12) month timeframe, before the date of the Oral Review Board. One (1) point will be awarded if there is only a written or counseling reprimand during the twelve (12) month timeframe, before the date of the Oral Review Board. Zero (0) points if there was a suspension without pay during the twelve (12) month timeframe, before the date of the Oral Review Board.

3. Education - Points will be awarded using the following criteria:

a) 6 points - Master's Degree, PHD or Doctor of Jurisprudence;

b) 4 points - Bachelor's Degree; or Military Service

c) 3 points - Associate's Degree.

4. Longevity - One (1) point for each continuous year of service, up to eight (8), with the Department will be awarded.

5. Extra Assignments will receive 2 points for each group, up to 4 points.

E. The final scoring will be accomplished by adding the cumulative scores of all portions of the evaluation and ranking a list of names in order of final score.

F. Should a tie exist between any applicants, ranking will be determined by seniority. All scoring computations will be rounded off to hundredths for all phases of the testing process and for the cumulative final scores.

G. Once the promotions process has been completed by the Chief's designee ~~Captain of Administration~~, as set out herein above, the names of the officers shall be forwarded to the Chief, by the designee ~~Captain of Administration~~. The Chief shall then conduct a final interview with each of the officers and shall choose one of the officers provided or reject all. In the event that the Chief rejects all the submitted applicants, a new announcement shall be posted.

1. The Chief shall assign up to twenty (20) points to be added to the officers accumulative score tabulated by ~~the Captain of Administration~~ their designee, during their interview.

H. ~~The eligibility list shall expire once an officer is chosen by the Chief for the position, unless multiple positions are to be chosen for the same position then the eligibility list shall expire once all positions are filled for the promotional announcement.~~

I. ~~Any officers not chosen shall have to requalify, if they so desire, for any promotions process announcements in the future.~~

J. All testing will be done at the Department. No overtime is authorized for any segment of the process. Officers are to communicate with their supervisor to schedule time for the examination so as not to accrue overtime completing the steps of the process.

K. Those at the same grade and step are eligible to apply for lateral transfers and those at a higher grade and step are eligible to apply for reassignment to a lower rank. This applies when there is an available opening and in that rank and those candidates interested must follow the Town's Policies and Procedures and the Department's General Orders in job openings and must meet the approval of the Town Manager and Chief. **[34.1.3g]**

VII. PROMOTIONAL PROCESS FOR DISPATCH SUPERVISOR

A. A promotional process announcement will be posted by the Chief or their designee. Said announcement will list a deadline for providing a written application.

B. The minimum qualifications to apply as a Dispatch Supervisor are as follows:

1. Three (3) years of service with this Department as a Dispatcher;
2. Possess adequate supervisory ability;
3. Possess adequate knowledge of laws, rules of NCIC, departmental rules, policies and procedures and adequate self-expression;
4. Possess adequate job ability;
5. Be in good standing with the Department; and
6. Other qualifications as defined by the job description.

C. Candidates that meet the above criteria may submit an application of intent to the Human Resources Department before the deadline established by the announcement. Only those dispatchers who are eligible and have submitted their applications will be allowed to participate in the promotional process.

D. The Oral Review Board will consist of three employees of the Department all appointed by the Chief.

1. The Oral Review Board will account for **80%** of the final weighted formula.

E. A review of each candidate's personnel file will be completed, with points being awarded

in the following categories:

1. 1. Performance Evaluations - Points will be awarded based on the averaged last five (5) years of evaluations with the Department as follows:
    a. 4 points - Averaged Rating of 3.8 to 5.0 on yearly evaluation;
    b. 3 points - Averaged Rating of 3.0 to 3.79 on yearly evaluation;
    c. 0 point - Averaged Rating of 2.0 to 2.99 on yearly evaluation; or
    d. 0 point - Averaged Rating of 1.0 to 1.99 on yearly evaluation.
2. Conduct - Points will be awarded based on disciplinary actions in the 12 months before the Oral Review Board date.
    a. 2 points- no disciplinary action
    b. 1 point- a single written reprimand or counseling
3. Education - Points will be awarded using the following criteria:
    a. 6 points – Master's Degree, PHD, or Doctor of Jurisprudence;
    b. 4 points -- Bachelor's Degree; or
    c. 3 points – Associate's Degree.
4. Longevity - 1 point for each continuous year of service, up to 8 years, with the Department will be awarded.

F. The final scoring will be accomplished by adding the cumulative scores of all portions of the evaluation and ranking a list of names in order of final score.

G. Should a tie exist between any applicants, ranking will be determined by seniority. All scoring computations will be rounded off to hundredths for all phases of the testing process and for the cumulative final scores.

H. Once the promotions process has been completed by the Chiefs designee ~~aptain of Administration~~ the names of the employees shall be forwarded to the Chief. The Chief shall then conduct a final interview with each of the employees and shall choose one of the employees provided or reject all. In the event that the Chief rejects all submitted applicants a new announcement shall be posted

1. The Chief shall assign up to twenty (20) points to be added to the officers accumulative score tabulated by the Captain of Administration, during their interview.

I. The eligibility list shall expire once an employee is chosen by the Chief for the position; unless multiple positions are to be chosen then the eligibility list shall expire once all positions are filled for the promotional announcement.

J. Any dispatchers not chosen shall have to requalify, if they so desire, for any promotions process announcements in the future.

K. Those at the same rank are eligible to apply for lateral transfers and those at higher ranks are eligible to apply for reassignment to a lower rank. This applies when there is an available opening and in that rank and those candidates interested must follow the Town of Smyrna's Policies and Procedures in job openings and must meet the approval of the Town Manager and Chief. **[34.1.3g]**

VIII. SPECIALIZED POSITIONS

A. The Field Training Officer (FTO) position is limited to those officers who possess the below attributes and have a minimum of two years overall experience, including at least one year with the Department.

1. When there is an available opening in the FTO program, the Training Coordinator shall advise the Chief who in turn will make an interdepartmental announcement. Those officers interested and meeting the qualifications shall

    a) announce their intentions with a letter addressed to the Training Coordinator. A brief summary of the officer's qualifications and certifications should be included. Officers shall possess attributes such as leadership, patience, fairness, dependability, honesty, self-discipline and shall show good judgment and decision making skills.

2. Review and consideration of FTO candidates shall be conducted by the Training Coordinator which can include an interview. Final appointment is made by the Chief with the Town Manager's approval.

B. The Communication Training Officer (CTO) position is limited to those dispatchers who possess the below attributes and have a minimum of two years overall experience, including at least one year with the Department.

1. Prior to a change of status being submitted where the supplemental pay applies, they must attend a forty (40) hour Communication Training Officer Course.

2. When there is an available opening in the CTO program, the Captain of Administration will advise the Chief who in turn will make an interdepartmental announcement. Those dispatchers interested and meeting the qualifications shall announce their intentions with a letter addressed to the Captain of Administrative. A brief summary of the dispatcher's qualifications and certifications should be included. Dispatchers shall possess attributes such as

leadership, patience, fairness, dependability, a complete understanding of NCIC, self-discipline and shall show good judgment and decision making skills.

3. Review and consideration of CTO candidates shall be conducted by the Captain of Administration which can include an interview. Final appointment is made by the Chief with the Town Manager's approval.

C. The Crime Scene Technician position is limited to those employees who possess the below attributes and have a minimum of two years overall experience, including at least one year with the Department and a letter of recommendation from their supervisor.

1. When there is an available opening in the Crime Scene Technician program, the Lieutenant of Investigations shall advise the Chief who in turn shall make an interdepartmental announcement. Those employees~~employee's~~ interested in meeting the qualifications shall announce their intentions with a letter addressed to the Lieutenant of Investigations. A brief summary of the employee's qualifications and certifications should be included. Employees~~Employee's~~ shall possess attributes such as the ability to observe and recall details, learn photographic techniques and methods, learn to use powders and chemicals to process scenes for latent fingerprints and subsequent lifting/photographing, learn standard techniques for classification, development, transfer and chemical processing of fingerprints, learn the techniques for gathering and preserving evidence, learn the rules of evidence and court methods and procedures, learn the hazards of crime scenes, learn gunshot residue testing and field drug testing, present accurate and professional testimony in court and establish, maintain effective working relationships and shall show good judgment and decision making skills.

2. Review and consideration of Crime Scene Technician candidates shall be conducted by the Lieutenant of Investigations which can include an interview. Final appointment is made by the Chief with the Town Manager's approval.

D. The Chief of Police can assign patrol officers to specialized assignments. These assignments will include the Narcotics Division, Detective Division, Traffic Division, Warrants Division, Training Division, and Community Services Division. The length of these assignments will be determined by the Chief of Police and can be rescinded at any time at the Chief of Police discretion.

E. The Chief of Police may use their discretion to adjust the requirements in assigning specialized positions or assignments to fit the needs of the Police Department.

II. ~~TRAINING PERIOD AND EVALUATION~~ ¶

~~III. Promoted employees must serve an initial training period of six (6) months. During this training period, the employee must demonstrate the ability to perform the work, to accept additional responsibilities, to develop a desirable attitude for the job and to work well with the public and fellow employees.~~

IV. EXCEPTIONS AND AMENDMENTS

A. Policy Exceptions

1. Any exceptions to this policy must be approved by the Chief of Police or their designee

B. Policy Amendments

1. This policy may be amended as necessary to reflect changes in law, best practices, and operational needs. Amendments shall be approved by the Chief of Police or their designee.

Smyrna Police Department

DISCIPLINE

Policy Number: 3-4

CALEA: 26.1.4a-c

Authority: Chief of Police

Amends/Supersedes: 3-4 Discipline

Date of Revision: **09/30/2025**

I. PURPOSE

A. The purpose of this general order is to identify the Department's discipline guidelines for employees. The discipline matrix (outlined in Appendix A) provides parameters, consistency, and expectations in the administration of discipline throughout the Smyrna Police Department. Causes for disciplinary action are enumerated in Policy 1-7: Conduct and Responsibilities.

II. DISCIPLINE MATRIX

A. The matrix is a guideline to applying discipline, however, training or re-training is always an option available at the supervisor's discretion. **[26.1.4a]**

B. Definitions

1. Counseling - A formal discussion between a supervisor and an employee to address minor performance and/or behavioral issues. The discussion should include feedback and support by the supervisor to help the employee improve their job performance and their well-being. **[26.1.4b]**

2. Verbal Reprimand - A formal discussion initiated by a supervisor to warn an employee that their performance or conduct is unacceptable and must be corrected to avoid disciplinary action.

3. Written Reprimand - A formal, documented warning given to an employee for poor performance or misconduct. **[26.1.4c]**

C. Exceptions

1. The discipline matrix is not intended to supersede the Town of Smyrna Employee Handbook. At no time will disciplinary action taken contradict the Handbook.

2. Disciplinary action taken against an employee who has exceeded three (3) offenses within the time frames set in the matrix is at the discretion of the Chief of Police.

3. Disciplinary action taken against an employee who is being supervised under a Performance Improvement Plan (PIP) is at the discretion of the Chief of Police.

4. The discipline matrix does not apply to non-certified officers or officers in the FTO Program. Disciplinary decisions regarding those employees are at the discretion of the Chief of Police.

D. Documentation

1. All instances of "Counseling" and "Verbal Reprimands" will be documented by the administering supervisor in the Office of Professional Standards record management system.

2. All instances of "Written Reprimands," suspensions, demotions, or terminations will be documented in the Office of Professional Standards record management system and the Town of Smyrna's Core Portal.

APPENDIX A

Smyrna Police Department

Discipline Matrix

Violation Category	1st Offense	2nd Offense	3rd Offense
Discipline Level (Within 1 Year)			
A	1	2	3
B	2	3	4
C	3	4	5
Discipline Level (Within 3 Years)			
D	4	5	6
E	5	6	7
F	6	7	8
Discipline Level (Within 5 Years)			
G	7	8	
H	8		

Discipline Levels

Discipline Level	Minimum	Presumptive	Maximum
1		Counseling	Verbal Reprimand
2	Counseling	Verbal Reprimand	Written Reprimand
3	Verbal Reprimand	Written Reprimand	8 Hour Suspension
4	Written Reprimand	8 Hour Suspension	16 Hour Suspension
5	8 Hour Suspension (or Loss of PTO)	16 Hour Suspension	40 Hour Suspension and / or Demotion (If Applicable)
6	16 Hour Suspension (or Loss of PTO)	40 Hour Suspension and / or Demotion (If Applicable)	80 Hour Suspension and / or Demotion (If Applicable)
7	80 Hour Suspension and / or Demotion (If Applicable)	Termination	
8	Termination		

Smyrna Police Department

DISCIPLINE

Policy Number: **3-4**

CALEA: **N/A**

Authority: **Chief of Police**

Amends/Supersedes: **----** **Date of Revision:** 8/19/2020

PURPOSE

The purpose of this general order is to identify the Department's discipline guidelines for employees. The Town's Employee Handbook is the controlling document for discipline.

Discipline Matrix Proposal

Smyrna Police Department

Benefits of a Matrix

- Sets clearly defined expectations for Officers who are facing discipline and provides them with a predictable outcome.
- Ensures equity and consistency in discipline throughout the organization.
- Provides transparency in discipline throughout the organization.
- Provides clear guidance to and empowers supervisors to more effectively manage their personnel.
- By ensuring that discipline is consistent, reasonable and follows a clear process, it reduces the likelihood of successful litigation against the Town.
- In most cases, it establishes progressive discipline to give Officers the most opportunity to correct problem behaviors.

SPD Policies Affected

Changes were made utilizing the policies of other agencies who have successfully implemented a matrix along with current SPD policy and input from SPD administration and supervisors.

- #1-7 Conduct and Responsibilities
  - Added more detailed definitions regarding conduct.
  - Classified violations into categories (A-H).

- #3-4 Discipline
  - Changed to reflect the matrix

Example #1

- Officer has already received a documented “counseling” for being late to work and a Verbal reprimand for being late a second time.
- Within the next 6 months the same officer is found to have been disrespectful to a citizen.

Smyrna Police Department

Discipline Matrix

Violation Category	1st Offense	2nd Offense	3rd Offense
Discipline Level (Within 1 Year)			
A	1	2	3
B	2	3	4
C	3	4	5
Discipline Level (Within 3 Years)			
D	4	5	6
E	5	6	7
F	6	7	8
Discipline Level (Within 5 Years)			
G	7	8	
H	8		

Discipline Levels

Discipline Level	Minimum	Presumptive	Maximum
1		Counseling	Verbal Reprimand
2	Counseling	Verbal Reprimand	Written Reprimand
3	Verbal Reprimand	Written Reprimand	8 Hour Suspension
4	Written Reprimand	8 Hour Suspension	16 Hour Suspension
5	8 Hour Suspension (or Loss of PTO)	16 Hour Suspension	40 Hour Suspension and / or Demotion (If Applicable)
6	16 Hour Suspension (or Loss of PTO)	40 Hour Suspension and / or Demotion (If Applicable)	80 Hour Suspension and / or Demotion (If Applicable)
7	80 Hour Suspension and / or Demotion (If Applicable)	Termination	
8	Termination		

Example #2

- Officer has an unintentional discharge of a firearm that was not reckless and where no injury occurred. They have had no other disciplinary actions within the last 3 years.

Smyrna Police Department

Discipline Matrix

Violation Category	1st Offense	2nd Offense	3rd Offense
Discipline Level (Within 1 Year)			
A	1	2	3
B	2	3	4
C	3	4	5
Discipline Level (Within 3 Years)			
D	4	5	6
E	5	6	7
F	6	7	8
Discipline Level (Within 5 Years)			
G	7	8	
H	8		

Discipline Levels

Discipline Level	Minimum	Presumptive	Maximum
1		Counseling	Verbal Reprimand
2	Counseling	Verbal Reprimand	Written Reprimand
3	Verbal Reprimand	Written Reprimand	8 Hour Suspension
4	Written Reprimand	8 Hour Suspension	16 Hour Suspension
5	8 Hour Suspension (or Loss of PTO)	16 Hour Suspension	40 Hour Suspension and / or Demotion (If Applicable)
6	16 Hour Suspension (or Loss of PTO)	40 Hour Suspension and / or Demotion (If Applicable)	80 Hour Suspension and / or Demotion (If Applicable)
7	80 Hour Suspension and / or Demotion (If Applicable)	Termination	
8	Termination		

Example #3

- Officer has an unintentional discharge while using force against an individual, resulting in the person being struck with a bullet.

Smyrna Police Department

Discipline Matrix

Violation Category	1st Offense	2nd Offense	3rd Offense
Discipline Level (Within 1 Year)			
A	1	2	3
B	2	3	4
C	3	4	5
Discipline Level (Within 3 Years)			
D	4	5	6
E	5	6	7
F	6	7	8
Discipline Level (Within 5 Years)			
G	7	8	
H	8		

Discipline Levels

Discipline Level	Minimum	Presumptive	Maximum
1		Counseling	Verbal Reprimand
2	Counseling	Verbal Reprimand	Written Reprimand
3	Verbal Reprimand	Written Reprimand	8 Hour Suspension
4	Written Reprimand	8 Hour Suspension	16 Hour Suspension
5	8 Hour Suspension (or Loss of PTO)	16 Hour Suspension	40 Hour Suspension and / or Demotion (If Applicable)
6	16 Hour Suspension (or Loss of PTO)	40 Hour Suspension and / or Demotion (If Applicable)	80 Hour Suspension and / or Demotion (If Applicable)
7	80 Hour Suspension and / or Demotion (If Applicable)	Termination	
8	Termination		

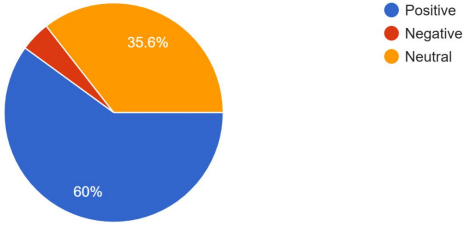
Exceptions:

- If an Officer exceeds 3 offenses within the prescribed time frames, further disciplinary action is at the discretion of the Chief.
- If an Officer is already being supervised under a PIP, further disciplinary action is at the discretion of the Chief.
- Disciplinary Action against non-certified Officers or Officers on the FTO program is at the discretion of the Chief of Police.

Employee Survey

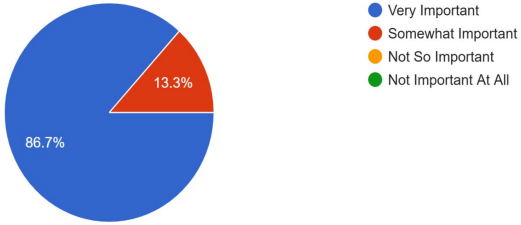
Do you have an overall positive or negative opionion of the SPD Crash Matrix instituted in 2022?

45 responses



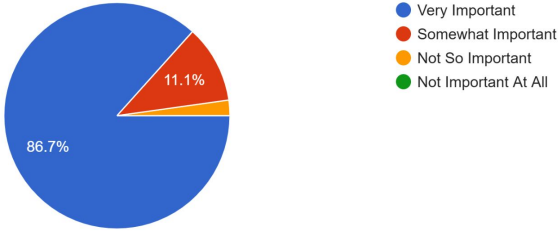
How important is transparency in discipline at SPD?

45 responses



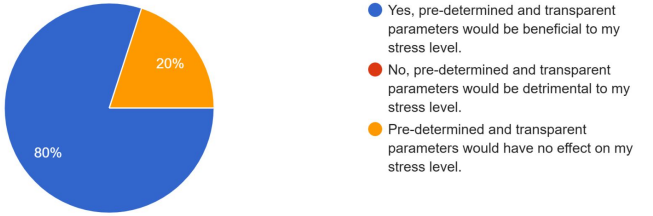
How important is having clearly defined parameters for discipline at SPD?

45 responses



Would knowing the range of possible consequences be beneficial to your overall stress level in the event that you are awaitng discipline due to a policy violation?

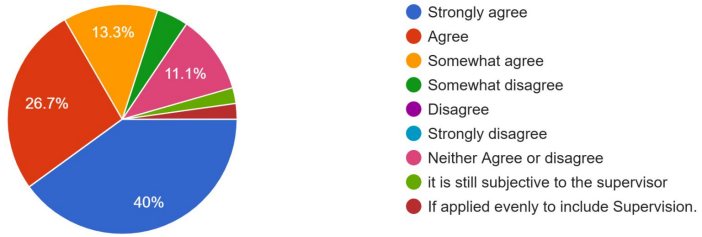
45 responses



Employee Survey

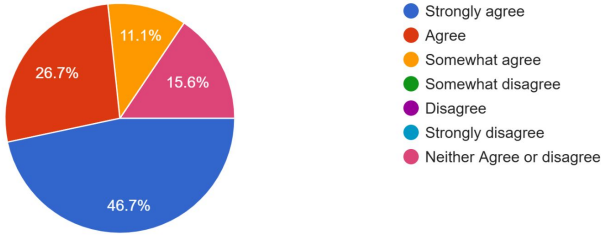
Do you agree that a discipline matrix can improve accountability among SPD Officers?

45 responses



Do you agree that a discipline matrix can improve accountability within SPD Administration?

45 responses



Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.d.
Department: Administration
Date: December 9, 2025

Subject:
Consideration of an Ordinance amending Title 1 "General Administration" Section 1-104 "Order of Business" of the Municipal Code relative to Public Comment at meetings.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
Public Chapter 0300 took effect July 1, 2023, amending Tennessee Code Annotated, Title 8, Chapter 44, Part 1 by adding the following as a new section:

(a) A governing body shall, for each public meeting, reserve a period for public comment to provide the public with the opportunity to comment on matters that are germane to the items on the agenda for the meeting.
(b) The governing body may put reasonable restrictions on the period for public comment, such as the length of the period, the number of speakers, and the length of time that each speaker will be allowed to provide comment. The governing body may require a person to give notice in advance of the desire to offer comments at a meeting. The governing body shall take all practicable steps to ensure that opposing viewpoints are represented fairly, if any.
(c) A notice for a public meeting shall indicate the manner in which a person may indicate the person's desire to provide public comment at the meeting.
(d) This section does not apply to:
(1) A meeting of a governing body, or a portion thereof, where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body; or
(2) A meeting for which there are no actionable items on the agenda.

It has been the practice of the Town Council to not only meet these guidelines, but exceed them by choosing not to limit public comment at Town meetings to only

meetings that have actionable items and, further, to allow public comment outside of matters that are germane to items on the agenda.

Summary:
Currently, public comment takes place at the beginning of each meeting, prior to consideration of business items. It was proposed at the 10/30/2025 workshop that we potentially modify when we address public comment throughout the meeting in order to allow the public more opportunities to attend meetings and make public comment. This amendment to Title 1 of the Municipal Code would move the Public Comment period within the Order of Business to take place after the consideration of New Business items.

Therefore, with this change, if a citizen wishes to comment on matters that are germane to the items on the agenda for the meeting, they would do so at the time of consideration of that particular agenda item. If their public comments are not germane to an item on the agenda, they would comment under the Public Comment section under the regular Order of Business, as amended. All other requirements of the Town's Public Comment policy would remain the same, including the process for signing up to speak, etc.

In addition to the update to the public comment within the Order of Business, when the Town moved to a new agenda management system, Administration saw it beneficial to combine Correspondence with Announcements at the end of the meeting. This housekeeping item is also reflected within this amendment.

Recommended Council Action:
Staff recommends consideration of this amendment to Municipal Code.

Attachments:
1. Ordinance #26-1
2. Title 1 Proposed Amendment

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-1

AN ORDINANCE relative to the amendment of the Town of Smyrna Municipal Code, Title 1 "General Administration" Section 1-104 "Order of Business" of the Municipal Code relative to Public Comment at meetings.

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(26), Town Council shall have the power to provide and maintain charitable, educational, recreative, curative, corrective, detentive, or penal institutions, departments, functions, facilities, instrumentalities, conveniences and services; and

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(32), Town Council shall have the power to plan for the orderly development of the community, including economic, physical, educational and cultural aspects, and to institute programs to effectuate such plans; and

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(34), Town Council shall have the power to create and empower boards, commissions, committees and agencies to facilitate the orderly and efficient implementation of governmental tasks, regulations, and policies; and

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(35), Town Council shall have the power to exercise and have all other powers, functions, rights, privileges and immunities granted by general law or necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the town and its inhabitants, and all implied powers necessary to carry into execution all powers granted in the Charter of the Town of Smyrna, Tennessee.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That Title 1 "General Administration" Section 1-104 "Order of Business" of the Municipal Code relative to Public Comment at meetings, 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 _____, 2026.

TOWN OF SMYRNA, TENNESSEE

_____

MARY ESTHER REED, Mayor

ATTEST:

_____

AMBER HOBBS, Town Clerk

CHAPTER 1: TOWN COUNCIL

Section

1101 Time and place of regular meetings
1102 Time and place of special meetings
1103 Time and place of work sessions
1104 Order of business
1105 Method for placing items on the agenda
1106 General rules of order; standing rules
1107 Adoption of ordinances
1108 Salary of Mayor and Town Council members

§ 1101 TIME AND PLACE OF REGULAR MEETINGS.

The Town Council shall, by resolution, fix the time and place at which the regular meetings of the Town Council shall be held. Unless otherwise provided by resolution, the Town Council shall hold regular monthly meetings at 5:00 p.m. on the second Tuesday of each month at Town Hall.
(2007 Code, § 1-101) (Ord. 0325, passed 7-2003)
Charter reference:
Town Council, see Art. V

§ 1102 TIME AND PLACE OF SPECIAL MEETINGS.

Whenever in the opinion of the Mayor, or any three members of the Town Council, the welfare of the town demands it, the Town Manager shall call a special meeting of the Town Council.
(2007 Code, § 1-102) (Ord. 0325, passed 7-2003)

§ 1103 TIME AND PLACE OF WORK SESSIONS.

The Town Council shall, by resolution, fix the time and place at which work sessions of the Town Council shall be held.
(2007 Code, § 1-103) (Ord. 0325, passed 7-2003)

§ 1104 ORDER OF BUSINESS.

(1) At each meeting of the Town Council, the following regular order of business shall be observed unless dispensed with by a majority vote of the members present:

(a) Call to order by the Mayor;

(b) Roll call by the Town Clerk;

(c) Approval or correction of minutes of previous meetings;

~~(d) Correspondence/communications;~~

(~~e~~d)Awards and recognitions;

(e) Consent agenda;

(~~g~~f) Old business;

(g) New business;

(h) Public Comment Period

(~~i~~i) Status reports;

(~~j~~kj) Correspondence & Announcements; and

(~~k~~l) Adjournment.

(2) 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.

(3) Public hearings which are related to matters on the agenda will be held at the time of consideration of the agenda item upon Town Council recess for such public hearing.

(4) Citizens may sign up for public citizen comments. ~~Prior to the commencement of the regularly scheduled Town Council meeting, a citizen's comments session shall be held beginning at 5:00 p.m. Such citizens' comments session shall be open to the public and shall be held at the same location as the regularly scheduled Town Council meeting which follows.~~ To be placed on the citizens comments speaker list, an individual must call the Town Manager's office before 4:30 p.m. on the last business day before the Council meeting and

request to be added to the speaker's list, provide his or her name, address, and telephone number, and state the purpose of addressing the Council. If the comments are germane to a current agenda item under consideration, the citizen shall speak prior to consideration of the item. If the citizen comment is unrelated to a specific agenda item, the citizen will speak during the Public Comment Period on the agenda. Speakers are limited to three minutes. Additional comments may be submitted in writing. The Mayor and Town Council shall not be asked to comment on the topic presented, but will take all topics presented under advisement. (2007 Code, § 1-104) (Ord. 0534, passed 8-2005) (Ord. 24-18, July 2024.)

§ 1105 METHOD FOR PLACING ITEMS ON THE AGENDA.

(1) The Town Manager, or his or her designee, will prepare an agenda for each meeting of the Town Council.

(2) Any member of the Town Council may have any additional items placed on the agenda for a meeting by notifying the Town Manager at least five days prior to the meeting. No item may be added to the agenda after this deadline except by the affirmative vote of a majority of the members present at such meeting.
(2007 Code, § 1-105) (Ord. 0325, passed 7-2003)

§ 1106 GENERAL RULES OF ORDER; STANDING RULES.

(1) *Rules of procedure*. The rules of order and parliamentary procedure contained in the current edition of *Robert's Rules of Order, Newly Revised* shall govern the transaction of business by and before the Town Council at its meetings in all cases to which they are applicable and in which they are not inconsistent with the provisions of the Charter or this code. All speakers and members of the audience and Council shall remember that the meeting is a Council meeting. All persons are to show proper respect to each other and shall maintain the proper decorum in the meeting at all times. Persons, who fail to observe the rules as to proper decorum, to the extent that the public meeting is disrupted, shall not be permitted to speak and may be removed from the meeting.

(2) *Signs not allowed in chambers*. Signs, posters, and placards are not allowed within the meeting room of Council meetings and work sessions.

(3) *Visual aids*. PowerPoint presentations, props, and other visual aids may be used by outside individuals or groups only with the advance permission of the Town Manager.

(4) *Handouts*. Persons desiring to hand documents or other items to Council members during the meeting should pass the same to the assigned officer working the meeting, or other person designated by the Mayor or Town Manager, for delivery to Council members when appropriate.

(5) *Comment at public hearing*. Each person shall be permitted to speak for three minutes and shall not have more than one time to speak, except that the chair may allow two minutes to the proponent for rebuttal. The Town Council may amend or extend the time limits

of individual speakers at the meeting by a majority vote.
(2007 Code, § 1-106) (Ord. 16-13, passed 7-2016)

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.e.
Department: Administration
Date: December 9, 2025

Subject:
Consideration of the appointment of one (1) member to the Board of Zoning Appeals to serve an unexpired term ending in 2026.

Fiscal Impact:
N/A

Contract Type:

Contract Term (if applicable):
N/A

Background:
Vanessa Haley was appointed by the Mayor at the November Council meeting to fill a vacancy on the Town's Planning Commission. With this appointment, Vanessa Haley will be resigning her position on the Board of Zoning Appeals. Because of this, we will need to accept applications to fill her unexpired vacancy on the Board of Zoning Appeals.

Summary:
This appointment will be to serve an unexpired term ending in 2026 and is made by nomination and majority vote of the Town Council.

Recommended Council Action:
Staff recommends appointment of one (1) member to the Board of Zoning Appeals to serve an unexpired term ending in 2026.

Attachments:
1. Short, Tyler(BZA)- Redacted

Smyrna Tennessee

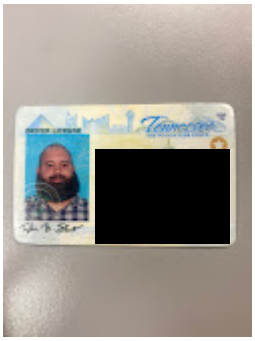
Casey Conard <casey.conard@townofsmyrna.org>

Committee Application: Board of Zoning Appeals

1 message

noreply via Board Applications <boardapplications@townofsmyrna.org> Tue, Nov 25, 2025 at 11:16 AM
Reply-To: [redacted]
To: boardapplications@townofsmyrna.org
Cc: noreply@revize.com

Date = 2025-11-25
Committee-Requested[] = Board of Zoning Appeals
Full-Name = Tyler Short
Street-Address = [redacted]
City = Smyrna
State = TN
Zip-Code = 37167-5001
How-long-have-you-lived-in-Smyrna = 34 years
Are-you-a-registered-voter = Yes
Phone-Number = [redacted]
Alternate-Phone-Number = N/A
E-mail-Address = [redacted]
Current-Workplace = Nissan
Job-Title = SCM Analyst 2
Length-of-Employment = 8 years
Business-Address = 983 Nissan Drive Smyrna, TN 37167
Business-Phone-Number = N/A
Education = B. S. In Behavioral Scien
Past-Current-Community-Involvement = Currently on the storm water advisory committee
Current basketball official for Smyrna rec league
Current baseball coach in Smyrna baseball league
Professional-Organizations = N/A
Why-you-would-like-to-serve-on-this-committee = I feel like one of my callings is to serve. And what better way to serve than to be apart of a board in our city. This opportunity gives me the chance to learn more about the process of zoning and the appeal process in our town as we see more growth.
Do-you-know-of-any-potential-conflicts = Might miss a meeting to coach a baseball team that my son plays for.
Client IP = 205.144.99.244



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Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.f.
Department: Administration
Date: December 9, 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:
Court Clerk and Smyrna citizen, Lisa Brewer, has been serving on the Library Board and will need to resign her spot.

Summary:
This vacancy and appointment will be filled to serve the remainder of Mrs. Brewer's 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. 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> 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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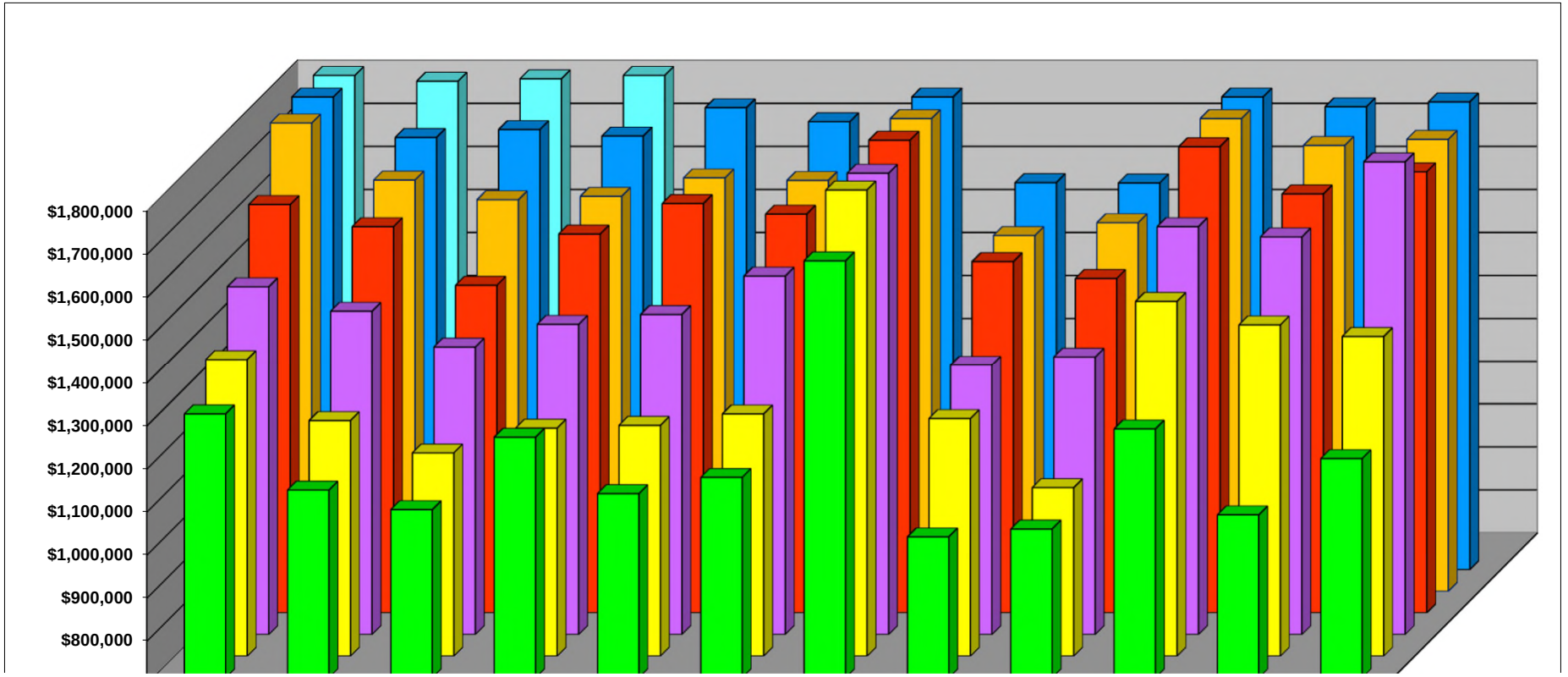
LOCAL SALES TAX COMPARISON

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	$1,815,394	$7,261,823	4.41%	6.20%
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**	**$7,261,823**			
								$21,836,000	2025-2026 Budget	110-31610
Incease Over Prior Yr	**3.0%**	**11.9%**	**13.6%**	**7.9%**	**3.9%**	**3.6%**		33.26%	of Budget	
								33.33%	of Year	



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	$790,589	$3,047,360	3.16%	4.29%
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**	**$3,047,360**			
								$9,366,000	2025-2026 BUDGET	
Increase Over Prior Yr	**1.6%**	**11.6%**	**17.2%**	**4.9%**	**2.6%**	**2.5%**		32.54%	of Budget	
								33.33%	of Year