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.

January 13, 2026 **5:00 PM** **Smyrna Town Hall**

1. Public Comment

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

2. Call to Order

Prayer: Smyrna Police Department Chaplain Tim York

Pledge of Allegiance: Mike Moss, Director of Parks

3. Roll Call

4. Approval or Correction of Minutes

December 9, 2025, regular meeting and the January 6, 2026, workshop and special-called meetings of the Town Council.

5. Awards and Recognitions

~ Smyrna/Rutherford County Airport Executive Director, Evan Lester — The Great Tennessee Airshow Award Recipient
~ Jeff Craig, Human Resources Director — 2025 Wellness Alliance Well Workplace Bronze Award Recipient
~ Mike Moss, Parks Department Director — Tennessee Recreation & Parks Association Four Star Facility Award Recipient

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 contract amendment with Thomas and Hutton for permitting services relative to Cedar Stone Park Phase II.

b. Approval of the terms of, and authorization for the Mayor to execute, a Rental Agreement for the "From Here to There" Exhibit for the Smyrna Outdoor Adventure Center.

c. Approval of the terms of, and authorization for the Mayor to execute, an agreement with CBRE relative to the Stewart's Creek Gravity Sewer project re-appraisals.

d. Approval of the terms of, and authorization for the Mayor to execute, an agreement with the City of LaVergne for the Blair Road Gas Relocation Project.

e. Approval of the terms of, and authorization for the Mayor to execute, an agreement with James N. Bush Construction, Inc. relative to the Enon Springs Water Line Replacement project.

f. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Jarrett Builders, Inc. relative to Golf Course Water Line Extension/Connection.

g. Approval of the Fire Department Administrative Policies and Procedures Manual.

h. Approval of the terms of, an authorization for the Mayor to execute, a federal contract with the U.S. Department of Housing and Urban Development (HUD) for FY2025 CDBG Entitlement funds for a new playground at Hill Top Rosenwald Park.

i. Approval of the terms of, and authorization for the Mayor to execute, Amendment No. 2 with Energy Land and Infrastructure relative to Lee Road Phase 1.

j. Approval of the terms of, and authorization for the Mayor to execute, a contract with S&W Contracting Company LLC for construction of pedestrian buttons at the intersection of Old Nashville Highway and Hazelwood Drive.

k. Approval of the terms of, and authorization for the Mayor to execute, a quote from CDWG for a 3-year renewal of the Google Workspace agreement.

l. Approval of and authorization of a list of items to be auctioned through online surplus sale with GovDeals.

7. Old Business

a. **PUBLIC HEARING**: 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.

b. **PUBLIC HEARING**: 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.

8. New Business

a. Planning Commission Report

1. Consideration of an Ordinance relative to the annexation and PID zoning of property on Tax Map 35, part of Parcel 81.04 requested by Sonny Patel containing 3.54 acres. The property is located at 8216 Florence Road.

2. Consideration of an Ordinance relative to the amendment of the existing PRD of property located on Tax Map 55, Parcel 31.00 owned by Charter Commercial, LLC containing 25 acres. This request is from M2 Group on behalf of the property owners and is located at the end of Antique Avenue.

3. Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article IV, Section 4.010.4.A, Article V, Sections 5.052.2 and 5.052.7, and adding Article VII, Section 7.061.21 regarding climate controlled storage facility requirements in the C-2 and C-5 districts.

4. Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article II, Section 2.020 regarding solid waste services.

5. Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article IV, Section 4.030.F regarding temporary use regulations for outdoor sales of food or retail merchandise.

6. Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article II, Section 2.020 and adding Article IV, Section 4.030.H regarding yard sales.

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

c. Consideration of an Ordinance relative to a Budget Amendment for Fiscal Year 2026.

d. Consideration of an Ordinance amending the Smyrna Municipal Code Title 5, Chapter 2 relative to Privilege and Business Taxes.

e. Consideration of an Ordinance amending the 2025-2026 Fiscal Year Fee Schedule to add a late penalty for delinquent business privilege taxes.

f. Consideration of a Resolution in support of a new Air Traffic Control Tower at

Smyrna Airport.

g. Consideration of an amendment to the By-Laws of the Sister City Relations Committee.

9. Other

10. Status Reports

November State Shared & Local Sales Tax.

11. Correspondence & Announcements

12. Adjournment

TOWN OF SMYRNA

TOWN COUNCIL MEETING

MINUTES

December 9, 2025 **5:00 PM**

Smyrna Town Hall

1. Public Comment

Mr. Paul Adams, a Smyrna resident, spoke relative to the Rutherford County Library System.

2. Call to Order

Mayor Reed called the meeting to order at 05:04 PM.

Prayer: Pastor Paul Chisgar, Rutherford County Baptist Church

The Invocation was led by Pastor Paul Chisgar, Rutherford County Baptist Church.

Pledge of Allegiance: Assistant Town Manager, Todd Spearman

The Pledge of Allegiance was led by Assistant Town Manager, Todd Spearman.

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 Steve Sullivan, Council Member Jerome Dempsey, Vice-Mayor Marc Adkins and Mayor Mary Esther Reed. Town Council Members H.G. Cole and Racquel Peebles were not in attendance for the meeting.

4. Approval or Correction of Minutes

November 13, 2025, regular meeting and November 24, 2025, workshop meeting of the Town Council.

Following a review of the minutes of the November 13, 2025, regular meeting and November 24, 2025, workshop meeting of the Town Council meeting, Vice-Mayor Marc Adkins made a motion to approve the minutes. Council Member Jerome Dempsey seconded the motion. Following further discussion, the motion was approved 5-0.

5. Awards and Recognitions

There were no awards and 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 Gerry Short made a motion to approve the Consent Agenda items; the motion was duly seconded by Vice-Mayor

Marc Adkins. The motion was approved 5-0.

A copy of said documents referenced on the Consent Agenda is 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 Professional Design Services Agreement with Kimley-Horn for improvements at the Rotary Soccer Park.

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

6.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.

6.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.

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

6.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.

6.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.

6.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.

6.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.

6.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.

6.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.

6.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.

6.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

7.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.

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

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 Council Member Jerome Dempsey. After further discussion, the motion was approved 4-0-1, with Vice-Mayor Marc Adkins abstaining from the vote.

A copy of said Ordinance, as approved on second and final reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “2.” (Ordinance #25-35)

8. New Business

8.a. Planning Commission Report

8.a.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.

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

Following discussion, Vice-Mayor Marc Adkins made a motion to approve the Ordinance on first reading. The motion was duly seconded by Council Member Gerry Short. After further discussion, the motion was approved 5-0.

A copy of said Ordinance, as approved on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “3.” (Ordinance #26-3)

8.a.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.

The Town Council next considered a Resolution regarding the acceptance of a tract of land to be donated to the Town by Vester Waldron FLP for use as a public park. The recommendation of the Planning Commission was that the Resolution be approved.

Following discussion, Council Member Steve Sullivan made a motion to approve the Resolution. The motion was duly seconded by Council Member Gerry Short. After further discussion, the motion was approved 5-0.

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 #25-28)

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

The Town Council next considered an agreement between the Town of Smyrna and Vester Waldron, FLP relative to the Vintage. Following discussion, Vice-Mayor Marc Adkins made a motion to approve the agreement and authorize the Mayor to sign. Council Member Steve Sullivan seconded the motion. Following further discussion, the motion was approved 5-0.

A copy of said agreement, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit “5."

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

The Town Council next considered Smyrna Police Department policy revisions relative to Court Attendance, Promotions, Conduct and Responsibilities, and Discipline. Following discussion, Council Member Jerome Dempsey made a motion to approve said policy revisions. Council Member Steve Sullivan seconded the motion. Following further discussion, the motion was approved 5-0.

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

8.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.

The Town Council next considered on first reading an Ordinance amending Title 1 "General Administration" Section 1-104 "Order of Business" of the Municipal Code relative to Public Comment at meetings.

Following discussion, Council Member Jerome Dempsey made a motion to approve the Ordinance on first reading. The motion was duly seconded by Vice-Mayor Marc Adkins.

After further discussion, the motion was approved 5-0.

A copy of said Ordinance, as approved on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "7." (Ordinance #26-1)

8.e. Consideration of the appointment of one (1) member to the Board of Zoning Appeals to serve an unexpired term ending in 2026.

The Town Council next considered the appointment of one (1) member to the Board of Zoning Appeals to serve an unexpired term ending in 2026. There was one applicant at this time, Tyler Short. This applicant was confirmed unanimously to serve the unexpired term on the Board of Zoning Appeals.

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.

The Town Council next considered the appointment of one (1) member to the Linebaugh Library Board of Directors to serve an unexpired term ending in 2027. There was one applicant at this time, Lynn Reynolds. This applicant was confirmed unanimously to serve the unexpired term on the Linebaugh Library Board of Directors.

9. Other

Charles King Emergency Purchase Announcement — R&C Construction Co., Inc. Guardrail Repair to Seven Oaks frontage road in the amount of $11,025.00.

10. Status Reports

October State Shared & Local Sales Tax

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

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 5:55 PM.

Town of Smyrna, Tennessee

_____

Mary Esther Reed, Mayor

Attest:

Amber Hobbs, Town Clerk

TOWN OF SMYRNA

TOWN COUNCIL
SPECIAL-CALLED
MEETING

MINUTES

January 6, 2026 **4:00 PM**

Smyrna Town Hall

1. Public Comment

There were no public comments at this time.

2. Call to Order

Mayor Reed called the meeting to order at 3:58PM. The following Town Council Members were present: Council Member Racquel Peebles, Council Member Steve Sullivan, Council Member Gerry Short, Council Member HG Cole, Council Member Jerome Dempsey, Vice-Mayor Marc Adkins, and Mayor Mary Esther Reed.

3. Old Business

None.

There was no Old Business for consideration by the Council.

4. New Business

Consideration of Town Manager, Dave Santucci's, mid-year performance evaluation.

The Town Council next held a discussion relative to Town Manager, Dave Santucci's mid-year performance evaluation. At this time, Town Council also reviewed the results of said mid-year performance evaluation with Town Manager Santucci.

5. Adjournment

There being no further business before the Council, without objection, the meeting was adjourned at 4:56PM.

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 JANUARY 6, 2026

The Town Council of the Town of Smyrna, Rutherford County, Tennessee, met in a work session at 5:00 p.m. on January 6, 2026, 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 8:43 p.m.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

ABOUT THE WELL WORKPLACE AWARD INITIATIVE

To advance an aggressive national worksite wellness agenda, WELCOA has offered the Well Workplace Award initiative since 1991. Now part of the Wellness Alliance, the Well Workplace Award initiative is driven by a rigorous set of criteria. Approximately 1,000 corporations, healthcare systems, public agencies, and educational institutions—employing over one million people—have met those criteria and been recognized as some of America's Healthiest Companies.

ABOUT THE WELLNESS ALLIANCE

The Wellness Alliance unites the strengths of the two most recognized and influential professional associations in the wellness industry: The Wellness Council of America (WELCOA) and the National Wellness Institute (NWI). With a long history of leading the charge in supporting wellness for individuals and workplaces, the Wellness Alliance offers trusted education and certification programs, evidence-informed resources, and networking opportunities to empower professionals to positively impact well-being.

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WELL WORKPLACE® AWARD

APPLICATION REVIEW

Town of Smyrna

HOW YOUR COMPANY MEASURES UP

YOUR PERCENTAGE SCORES

1 Committed and Aligned Leadership

Reflect employee wellness in your organization's vision, values, and strategic goals. Based on the answers and documentation provided in your submitted Well Workplace Award application, your organization's score for Benchmark 1 is: **64.0%**

2 Collaborate in Support of Wellness

Create an accountability structure for your wellness approach. Based on the answers and documentation provided in your submitted Well Workplace Award application, your organization's score for Benchmark 2 is: **86.0%**

3 Collecting Meaningful Data to Evolve a Wellness Strategy

Collect relevant information to guide the development and operation of your wellness approach. Based on the answers and documentation provided in your submitted Well Workplace Award application, your organization's score for Benchmark 3 is: **86.0%**

4 Crafting an Operating Plan

Define wellness goals and create a planning process that outlines how to achieve strategic goals. Based on the documentation provided in your submitted Well Workplace Award application, your organization's score for Benchmark 4 is: **80.0%**

5 Choosing Initiatives That Support the Whole Employee

Determine annual, programmatic approaches for achieving goals. Based on the answers and documentation provided in your submitted Well Workplace Award application, your organization's score for Benchmark 5 is: **81.0%**

6 Cultivate Supportive Health Promoting Environments, Policies, and Practices

Determine improvements in your environment, policies, and practices that can help achieve goals. Based on the answers and documentation provided in your submitted Well Workplace Award application, your organization's score for Benchmark 6 is: **73.0%**

7 Conduct Evaluation, Communicate, Celebrate, and Iterate

Evaluate progress, communicate widely about successes, and act on opportunities for improvement. Based on the answers and documentation provided in your submitted Well Workplace Award application, your organization's score for Benchmark 7 is: **81.0%**

PLATINUM	GOLD	SILVER	BRONZE	TOTAL SCORE
92%+	85.6-91.9%	80-85.5%	75-79.9%	**76.0%**

WELL WORKPLACE AWARD

YOUR COMPANY'S LEVEL OF DESIGNATION

YOUR DESIGNATION



Platinum

Platinum Well Workplaces have met the highest standards of wellness support and organizational alignment for wellness. They have distinguished themselves as leaders and innovators in workplace health promotion. Platinum Well Workplaces have demonstrated exemplary implementation of WELCOA's 7 Benchmarks. ☐



Gold

Gold Well Workplaces are organizations that have built exceptional and comprehensive worksite wellness strategies grounded in WELCOA's 7 Benchmarks. They have demonstrated that they have a clear and unique business case for wellness in the organization and have created appropriate wellness initiatives and strategies to achieve that vision. ☐



Silver

Silver Well Workplaces have demonstrated that their workplace is supportive of employees' efforts to engage in wellness behaviors and improve their overall well-being. They have demonstrated that they have a strategy in place that is approaching alignment with WELCOA's 7 Benchmarks. ☐



Bronze

Bronze Well Workplaces are recognized because they have created a solid foundation to allow wellness initiatives to grow and flourish in the years ahead. ☑

Your Wellness Initiative Is Still Developing

Your Well Workplace Award application did not meet the requirements as set forth by the guidelines and reviewers of the Wellness Alliance. We encourage you to revise your application and resubmit it during the next review cycle. ☐

WELL WORKPLACE AWARD VERIFICATION:

I certify that this organization has met the requirements for the Well Workplace Award and shall be recognized among the elite group of America's Healthiest Companies. This recognition shall remain current for 36 months from the time of this designation.

Ryan Picarella
Executive Director
Wellness Alliance

11/7/25
Date

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.a.
Department: Parks
Date: January 13, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract amendment with Thomas and Hutton for permitting services relative to Cedar Stone Park Phase II.

Fiscal Impact:
$35,701 - Expense to be covered by the Cedar Stone Park Phase II Capital Budget item (320-44700-992)

Contract Type:
Contract Change Order /Amendment

Contract Term (if applicable):

Background:
Staff took plans for Cedar Stone Park Phase II to the Planning Commission for review. During this process, staff requested that an updated Hydraulic Determination (HD) be performed, as the last HD was completed more than five years ago. Staff coordinated this work to be completed through Thomas & Hutton, who proceeded to use S&ME, Inc. for the work. The work determined the delineated wetland area was more than .5 acres, resulting in more permit work. S&ME and staff will meet with the Corps of Engineers to discuss the scope of work and the bidding timeline.

Summary:
Staff have worked closely with Thomas and Hutton, who determined that a contract amendment would be required for additional permitting services. As a result of the initial work, it was determined that some of the wetland areas that have US Corps of Army Engineers (USACE) jurisdiction were delineated, requiring additional permitting. The permitting work will be subject to USACE and TDEC permitting, as detailed in the contract amendment. The cost of the permitting work is $25,251, with an option for additional archaeological work for $10,450. We request approval of the total amount of $35,701 to ensure the additional archaeological work can be performed if required. This will only be invoiced if the work is performed. The goal is to get this project to bid as soon as possible.

Recommended Council Action:
Staff recommends approval of the contract amendment with Thomas and Hutton for permitting services relative to Cedar Stone Park Phase II.

Attachments:

1. Smyrna Cedar Stone Park Phase 2 - Contract Amendment - USACE Permit 12182025
2. Cedar Stone Park Phase II Engineering Service Proposal
3. 28299.0030 CSP Ph. 2 - Latapult Draft Layout with HD Feature Overlay
4. Fig_20X._20Cedar_20Stone_20Park_20-_20Permitting
5. Fig 5. Potentially Jurisdictional Waters

CONTRACT AMENDMENT

12/18/2025

Town of Smyrna
Cedar Stone Park Phase 2
USACE and TDEC Permitting

T&H Project Number: 28299.0030

The Town of Smyrna (Owner) and Thomas & Hutton Engineering Co. (Consultant) amend their contract dated April 13, 2021 (Engineering Design) for work, materials, or services as described in the attached signed agreements and Exhibit A – Scope of Services.

As requested by the Planning Commission, the Hydrologic Determination for the site is out of date and needs to be made current. This required work was performed by personnel certified by the TDEC Hydrologic Determination Training (HDT). As a result, wetlands having U.S. Army Corp of Engineers (USACE) jurisdiction were delineated, requiring additional permitting. A detailed summary of the work performed and correspondence with the permitting agencies is provided in the attached Scope of Work.

The fee for the additional services will be the subconsultant's lump sum rate plus 10% pass through, (reduction of 5% of the rate) as outlined in the original contract for outside services, for the tasks listed below.

Phase	**Fee Structure**	**Expense Budget**
Environmental Permitting:		
Task 1 – USACE Individual Permit Application	Lump Sum	$ 9,435.50
Task 2 – TDEC Individual ARAP Application	Lump Sum	$ 9,435.50
Task 3 – TRAM Study	Lump Sum	$ 1,650.00
Task 4 – Protected Species Assessment	Lump Sum	$ 2,530.00
Task 5 – Archeological Study	Lump Sum	$ 2,200.00
Total		$ 25,251.00
Additional Services (Archaeological Reconnaissance) (If requested)	Lump Sum	$ 10,450.00

APPROVED:

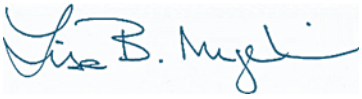
THOMAS & HUTTON ENGINEERING CO.



By: Ryan Chamblee, PE

Title: Group Leader/Project Manager

Date: 12/18/2025



By: Lisa Muzekari, PE

Title: Environmental Manager

Date: 12/18/2025

APPROVED:

Town of Smyrna

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT A- SCOPE OF SERVICES

Thomas & Hutton will utilize the services of S&ME, Inc. (Sub-Consultant) to environmental permitting services required as a result of the Hydrologic Determination (HD) findings from the Tennessee Department of Environment and Conservation (TDEC) and a jurisdictional determination (JD) from the U.S. Army Corps of Engineers (USACE) regarding the subject property.

The Sub-Consultant completed a Jurisdictional Waters Assessment of the site and issued a report of findings dated August 4, 2025. During the verification site visit on September 22, 2025, with the U.S. Army Corps of Engineers (USACE), additional information and revisions to identified features was requested. In response to this request, S&ME issued a Request for Additional Information Letter to the USACE and Tennessee Department of Environment and Conservation (TDEC) dated October 21, 2025. In an email dated November 24, 2025, Brandon Yates with the TDEC indicated that the TDEC agrees with the delineation of the site represented in the Request for Additional Information Letter.

Based on plans for the park's Phase 2 Expansion the project will impact the jurisdictional water resources listed in the table below.

Table 1. Jurisdictional Water Resources with Proposed Impacts

ID	HD/Federal Classification	Approximate Impact Acreage
W-D	Non-Isolated Wetland	435 Square Feet / 0.010 acre
W-G	Non-Isolated Wetland	22,089 Square Feet / 0.507 acre

To meet requirements to allow the project to move forward with bidding and construction the following Scop of Services is recommended.

1. SCOPE OF SERVICES

Engineering Consulting Services

A. Environmental Permitting

1. USACE Individual Permit Application

The Sub-Consultant will prepare and submit a permit application to the USACE. The scope of this proposal assumes that the project will qualify for coverage under an Individual Permit (IP) as the wetland impacts are anticipated to be over the 0.5-acre threshold for NWP No. 43 (Recreational Facilities).

The Sub-Consultant will prepare one permit application package to address the USACE Section 404 IP requirements. The application will be based on information collected by the sub-consultant, additional research, and information provided by the project team or other designated parties. Following coordination with the applicant, the Sub-Consultant will submit the necessary written documentation to support the permit application, which includes application drawings, surveys, and construction details. The

Consultant will provide site plans and construction drawings as required by the USACE for inclusion in the application package.

This task includes time for the project scientist to track the permit, answer questions that may arise, and communication both verbally and in writing with the USACE. If a specific task is requested by the regulatory agency, beyond the Scope of Services described herein, the Consultant will submit a change order describing the additional scope of work and the associated costs. It should be noted that final approval from USACE may require modifications to the permit application. The Sub-Consultant will work with the project team and the USACE to assist in addressing the regulatory issues that may arise during the permitting process.

2. TDEC Individual Aquatic Resources Alteration Permit (ARAP) Application

Upon client approval, the Sub-Consultant will prepare and submit a permit application to TDEC that will include a narrative discussion of the existing site conditions and proposed impacts. The Consultant will provide site plans to the Sub-Consultant for the permit package. The Sub-Consultant will submit copies of the permit application to TDEC once the application form has been reviewed and signed by the applicant. The Consultant has not included the Individual ARAP application fee of $2,500 in the proposed fee. The scope of this proposal assumes that the project will qualify for coverage under an Individual ARAP as the wetland impacts are anticipated to exceed the 0.25-acre of wetlands that are degraded and of low resource value, and 0.10-acre of wetlands representing moderate-to-high resource value thresholds for General ARAP No. 11 (Minor Alterations to Non-isolated Wetlands).

This task includes time for the project scientist to track the permit, answer questions that may arise, and communication both verbally and in writing with TDEC. If a specific task is requested by the regulatory agency, beyond the Scope of Services described herein, the Consultant will submit a change order describing the additional scope of work and the associated costs. It should be noted that final approval from TDEC may require modifications to the permit application. The Sub-Consultant will work with the Consultant and TDEC to assist in addressing the regulatory issues that may arise during the permitting process.

3. Tennessee Rapid Assessment Method Studies

The Tennessee Rapid Assessment Method (TRAM) is a set of procedures used by the TDEC for determining wetland quality within the state of Tennessee. The TRAM assesses wetlands of different Hydrogeomorphic (HGM) classes and assigns a numeric score to quantify the quality of a wetland. Generally, wetlands scoring at 75 or above are considered to be high resource value wetlands, those scoring between 45-74 points are considered moderate resource value wetlands, and those scoring under 44 points are considered low resource value wetlands.

Based on the Sub-Consultant's knowledge of W-D and W-G, the wetlands are considered to be Slope Wetlands, and as such, will be assessed for the following characteristics:

- Wetland area

- Hydroperiod
- Watershed Integrity
- Vegetation Cover
- Vegetation Composition and Diversity
- Soil Organic Matter
- Buffer Quality and Width

The result of the TRAM study will be shared with the project team in an email. The TRAM worksheets and a summary of the findings will be incorporated into the permit application packages.

4. Rare, Threatened, and Endangered Species Habitat Assessment

Under this permitting subtask, the Sub-Consultant will secure correspondence from the U.S. Fish and Wildlife Service (USFWS) and the TN Wildlife Resources Agency (TWRA) regarding the proposed development. The TDEC Division of Natural Areas (DNA) has streamlined their consultation process through the Environmental Review Tool (ERT). S&ME will use the ERT to generate a report of local known occurrences of federal and/or state protected species within 1 mile and 4 miles of the project site. The fee for the ERT report is $275 and is included in this Scope of Services.

A qualified Sub-Consultant scientist will perform a database review and assess the property conditions at the project site for habitat suitable for listed federal and/or state-listed species. The scientist will perform a site visit and take photographic documentation of the site. The scientist will capture the location of trees that have suitable habitat using a differential GPS receiver. If larger areas of potential habitat are observed, individual trees may not be located; rather these habitat areas will be designated on a map.

Upon completion of the habitat assessment, the Sub-Consultant will prepare a letter for the TWRA and USFWS with detailed information regarding the site and the potential for the presence of the Indiana bat, northern long-eared bat (NLEB), and other Rare, Threatened, or Endangered (RTE) species. In the letter, existing and proposed site conditions will be discussed, and an aerial photograph will also be included defining the limits of potential bat habitat, if present. The letter for TWRA and USFWS will include a statement explaining that this is a site anticipated for future construction activities. The agencies will then perform an internal desktop review and make an assessment as to the likelihood of any RTE species being affected in the development of this site.

The TDEC DNA requires consultants to use the Natural Heritage Program (NHP) Self-Certification process to complete their consultation process. This RTE Species Habitat Assessment Scope will provide documentation for Step 1 in the NHP Self-Certification.

If the TWRA, USFWS, and the results of the NHP Self-Certification determine that no additional investigation is required, then the RTE species review is concluded.

If TWRA and/or USFWS responses and/or the results of the NHP Self-Certification require additional surveys and agency coordination under Steps 2 and 3, then

additional services may be necessary. The Scope of Services does not include presence/absence surveys for RTE species. After coordination with the TWRA and USFWS, the desktop review, and the NHP Self-Certification have been completed, and if other species are identified as a concern on the site, the Sub-Consultant will contact the project team to discuss the additional services that may be required under a change order.

5. Archaeological and Historic Resources Background Review

The purpose of the investigation will be to document the cultural resources sensitivity of the Project Area and to identify previously recorded archaeological and historic resources that might be affected by proposed development activities. Significant resources are archaeological sites and historic structures that are listed on, or eligible for listing on, the National Register of Historic Places (NRHP).

The Sub-Consultant will conduct a background literature and records search for the Project Area. The Sub-Consultant will conduct the background research to develop an archaeological and historical context of the property. This information, documented using previously identified resources in the vicinity of the Project Area, will help us understand the likely nature and distribution of resources that may be encountered, and provide a comparative basis for the evaluation of resources identified during the fieldwork. Records made available by the Office of State Archaeology, the Tennessee Historical Commission in Nashville, and the National Register of Historic Places, maintained by the U.S. National Park Service, relevant client-provided information, and readily available historic maps will be examined.

The task deliverable will consist of a letter report documenting the background research, results, and recommendations for additional work that may be required under applicable Federal or State laws.

6. Archaeological Survey and Historic Resources Reconnaissance (If requested)

After review of the Archaeological and Historic Resources Background Review results or if required by a permitting agency, the client and/or the SHPO may determine that additional investigations are necessary to identify resources that may be present but are not currently documented.

The second phase of the project will involve an archaeological survey of the Project Area. At least 72 hours before conducting the fieldwork, the Sub-Consultant will submit a request to Tennessee 811 so that underground utilities will be marked.

The archaeological survey will be conducted primarily by excavating shovel test pits. Shovel test pits will be at least 35 cm in diameter and excavated to 80 cm below surface, the water table, or until culturally sterile subsoil is reached. Soil recovered from shovel tests will be screened through ¼-inch wire mesh. While the exact number of shovel test pits excavated during the study will depend on field conditions and results, for the purposes of developing this scope of service and the associated fees, we estimated no more than 150 shovel test pits will be sufficient to examine areas not covered in hardscape surfaces, fulfill the goals outlined in this scope of service, and to provide preliminary delineation of site boundaries, if necessary. Shovel testing will be supplemented by the surface inspection of roads, firebreaks, and other areas

with adequate ground surface exposure.

Artifacts recovered during the survey will be segregated and bagged by site and relative provenience within each site. Sites will be documented using state archaeological site forms that will be submitted to the appropriate repository at the conclusion of fieldwork. The Field Director will maintain notes on survey methods, sites identified during the survey, and relevant environmental factors such as soil types associated with specific sites. Identified sites will be photographed using a digital camera and plotted using a Global Positioning System (GPS) receiver. The artifacts, notes, photographs, maps, and other project-related materials will be returned to the laboratory for processing upon completion of the field studies. Artifacts will be returned to you for transfer to the property owner after completion of this study.

In addition to the archaeological survey, a limited architectural resource reconnaissance will be conducted to locate historic architectural resources on or adjacent to the Project Area. The location of each identified resource will be plotted on a project base map and digital photographs will be taken. Information regarding historical value, appearance, and integrity will aid in the determination of NRHP eligibility. This scope of service does not include a formal evaluation of the significance of the structures, or documentation sufficient to meet the standards of the Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER).

Archaeological and Historic Resources Report. The report will document the project methods, background research, fieldwork, analyses, results, and recommendations for additional work that may be required under applicable Federal or State laws.

Exclusions

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

- USACE and/or TDEC- Division of Water Resources (DWR) mitigation, and fees;
- Phase I and Phase II Environmental Site Assessments;
- Civil surveying;
- Additional regulatory interactions, other than those described above, that may be required;
- RTE Species Presence/Absence Surveys;
- Environmental sampling and analysis.

  These items may be completed as additional services if requested by the Client.

2. PERIODS OF SERVICE

A. Environmental Permitting

After receipt of a written notice to proceed from Client, Consultant's Sub-Consultant will commence work within seven (7) calendar days after receipt and task 3 (TRAM Studies) will be completed within ten (10) calendar days. Tasks 1 and 2 will be dependent upon the responsiveness of the reviewing agencies, but packages will be completed withing thirty (30) calendar days.

SIGNED

DEMPSEY, DILLING & ASSOCIATES
an affiliate of
THOMAS & HUTTON
ENGINEERING | SURVEYING | LANDSCAPE ARCHITECTURE | GIS | CONSULTING

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

March 4, 2021

RE: TOWN OF SMYRNA, TENNESSEE
CEDAR STONE PARK PHASE 2 - ENGINEERING SERVICES PROPOSAL

Dear Mr. Moss:

As requested, Dempsey, Dilling & Associates (DDA), an affiliate of Thomas and Hutton is pleased to submit a contract proposal for providing engineering services for the proposed Cedar Stone Park Phase 2 under our existing contract with the Town. Our proposal is based on developing Bid Documents (plans and specifications) for Phase 2 of the park. DDA proposes to perform the following tasks:

1. Schedule a project kick-off meeting with the Project Team to discuss the Town's preferences and goals associated with the Cedar Stone Park Phase 2. The attached phase outline plan will be utilized during the meeting and design process to discuss the potential location of the various elements. Additional meetings will be scheduled as necessary to adequately address the entire scope of the Phase 2.

2. Utilize the overall master plan of the park to develop the layout and design for Phase 2.

3. Prepare Plans, Specifications, and Bid Documents for Phase 2 Base Bid Elements and Additive Alternate Elements. DDA will submit the entire Bid Document package (Plans and Specifications) to the Town of Smyrna for review and input. Once the review is completed by the Town of Smyrna, the necessary revisions will be incorporated into the plans and specifications. DDA will provide both hard and electronic copies of the Final Plans, Specifications, and Bid Contract Documents to the Town of Smyrna.

4. Assist in receiving competitive bids.

5. Prepare the necessary permits for the project that will include revising the TVA easement encroachment permit and the TDEC NPDES Permit for the Storm Water Pollution Prevention Plan (SWPPP).

It is anticipated the following park elements will be included within Phase 2.

BASE BID - PHASE 2 ELEMENTS	
Grading and Drainage	Concessions/Restrooms
Perimeter Connector Road	North Shelter (50' hexagon 1,620 sf)
Parking Area to Serve East Quad	Walking Trail (8' wide x 3,000')
East Quad Baseball Fields (4-225' fields)	Pedestrian Bridge (50' long)
Fields to Be Synthetic Turf	Maintenance Shop (4,000 sf) with parking
Black Chain Link Fencing Around the Fields	Utility Extensions
Musco Field Lighting	Bleachers, Trash Receptacles, Benches and Picnic Tables by the Town
LED Lighting at Parking Area	Concrete Walkways
Landscaping	Storm Water Pollution Prevention Plan
TVA Coordination	
ADDITIVE ALTERNATE BID - PHASE 2 ELEMENTS	
Regulation Baseball Field	Bleachers, Trash Receptacles, Benches and Picnic Tables by the Town
Field to Be Synthetic Turf	Concrete Walkways
Black Chain Link Fencing Around the Field	Concessions/Restrooms
Musco Field Lighting	Tennis Courts with Lighting and Fencing
Parking Area	Landscaping
LED Lighting at Parking Area	TVA Coordination

DDA proposes to perform tasks 1 through 5 for a lump sum cost of $421,715.00. Our proposed fee includes the geotechnical study and topographic/boundary survey.

If approved, DDA monthly billing will be based on the percent complete of the project. Should additional tasks be requested by the Town, the hourly fees and associated additional services costs as outlined in the attached terms and conditions will apply. DDA-TH anticipates tasks 1 through 5 to be completed within 210 days. The completion time is based on no delays incurred by DDA during the preliminary layout, design phase, and review comments from Town staff. If delays are experienced, DDA would respectfully ask the Town take these into consideration as to allow the necessary adjustment to the project completion deadline.

If the Town agrees with the proposal, we ask both the original copies be signed by an approved representative of the Town of Smyrna. One copy should be retained by the Town of Smyrna and one copy returned to DDA as authorization to proceed. Please note the attached "Terms and Conditions" are an integral part of the proposal. DDA appreciates the opportunity to provide professional engineering services to the Town of Smyrna Parks and Recreation Department for this project. Should you need a proposal for CEI services or have any questions please give me a call.

Sincerely,
DEMPSEY, DILLING & ASSOCIATES
an affiliate of **THOMAS AND HUTTON**

Jerome D. Dempsey, P.E.

ACCEPTED BY TOWN OF SMYRNA, TN

Authorizing Signature

Mayor
Authorizing Representative's Title (Print /Type)

4/13/21
Date

DEMPSEY, DILLING & ASSOCIATES
TERMS AND CONDITIONS

Access to the Site/Job Site Safety
Unless otherwise stated, Dempsey, Dilling & Associates (DDA), *an affiliate of* Thomas and Hutton, will have access to the site for activities necessary for the performance of the services. The Client/Owner understands that DDA is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or job site safety. DDA will not be responsible for any losses or injuries that occur at the project site.

The Owner's Responsibilities:
Designate, in writing, a single person to act as the Client's/Owner's representative.

Provide DDA with all available information, which is pertinent to the project.

Guarantee access to the work and make all provisions for DDA to enter upon public lands as required to perform work essential to the development of the project.

Give thorough consideration to all reports and other documents presented by DDA and inform DDA of all decisions within a reasonable time so as not to delay the work of DDA.

Furnish DDA with any standards to be required to follow.

Furnish approvals from all government authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for the completion of the project.

Provide all legal, accounting, independent cost estimating, and insurance counseling services as may be required for the project.

Give prompt written notice to DDA whenever it is observed or otherwise becomes apparent that any defects exist in the Project.

Fees

Hourly rate charges will be as follows:

Classification	Standard Hourly Charge
Principal Engineer	130.00
Engineer	120.00
Engineering Intern	100.00
Sr. CADD Designer	85.00
CADD Technician	65.00
Construction Representative	65.00
Administrative Assistant	50.00
Clerical	45.00

Outside services contracted for a specific project, such as professional or technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the sub-consultant's statement plus 15% for overhead.

Other expenses which are properly chargeable to the work will be invoiced as follows:

a) Travel by private vehicle: standard IRS mileage rate (currently $0.575/mile)
b) In-house printing and reproduction.

Lump sum fees, when applicable for certain projects, shall be understood to be an estimate and shall not be exceeded without written approval of the Client/Owner. DDA's hourly fee rates may be adjusted during the extent of this contract according to annual review by DDA.

Termination of Services

This Agreement may be terminated by the Client/Owner or DDA should the other fail to perform its obligations hereunder. The Client/Owner may also, at any time, terminate the Contract for the Client/Owner's convenience, with or without cause. Upon receipt of written notice from the Town of such termination for the Client/Owner's convenience, DDA shall cease work on this matter. In the event of termination, the Owner shall pay for all services rendered to the date of termination, all-reimbursable expenses, and reimbursable termination expenses. The Client/Owner shall have the right to terminate this Agreement by giving written notice to DDA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

Insurance

DDA shall secure and maintain such insurance as will protect it from claims of bodily injury, death, or property damage, which may arise from the performance of service under this Agreement.

Indemnification

Should DDA become involved in third party litigation as a result of its performance of work for the Client/Owner under this Agreement, If any claim is brought against either the Client/Owner or DDA's sub-consultants by any third party, relating in whole or in part to the negligence of the Client/Owner or DDA's sub-consultants, each party shall indemnify the other against any loss or judgment, to the extent that such loss or expense is caused by the party's negligence. The Client/Owner will reimburse DDA for expenses related with claims if the Owner/Client is proven to be negligent. In addition, the Owner agrees to defend, indemnify and hold harmless DDA, its officers, directors, employees, agents and representatives, to the extent permitted by Tennessee law for municipalities of the sovereign, from and against all liabilities, claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made arising out of or in connection with DDA's performance of work hereunder made or brought against DDA (other than any employee, officer, director, agent or other representative of DDA) for any environmental pollution or contamination, including without limitation, any actual or threatened release of toxins, irritants or pollutants, or waste gases, liquids, or solid materials, provided that DDA performs hereunder without neglect and does not negligently create, cause, contribute to, or aggravate any such pollution or contamination in existence at the Project site.

Limitation of Liability

For each Project, the limitation of liability to the Owner/Client of DDA, its employees, agents, and sub-consultants, for claims of loss, injury, death, damage or expense, including third party claims, shall not exceed the total sum of DDA's fee as set forth in the Agreement or $50,000.00, whichever is

greater, for any claims arising out of DDA's or it's sub-consultants' negligence. If this Project concerns the removal of asbestos, hazardous materials or toxins and/or surveys related to asbestos, hazardous materials and toxins, the Owner specifically agrees to indemnify and hold DDA harmless from any and all claims, liabilities or damages, to the extent permitted by Tennessee law for municipalities of the sovereign, related to any claim for asbestos, hazardous materials and toxins contamination, including but not limited to, personal injury or wrongful death associated with asbestos, hazardous materials and toxins in regard to the Project without limitation.

Ownership of Documents

All documents, including, but not limited to, drawings, specifications, and computer software prepared by DDA pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client/Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written approval by DDA for the specific purpose intended will be at the Client/Owner's sole risk and without liability or legal exposure to DDA. Client/Owner shall defend, indemnify, and hold harmless DDA and its sub-consultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorney's fees, arising out of or as a result from such reuse to the extent permitted by law. Any verification for another purpose or adaptation of documents will entitle DDA to additional compensation at rates to be agreed upon by Client/Owner and DDA. Except as otherwise provided herein, documents, drawings, and specifications prepared by DDA and furnished to Client/Owner as part of the services under this Agreement shall become the property of the Client/Owner, provided, however, that DDA shall have the unrestricted right to their use. DDA shall retain any copyright and ownership rights in its design, drawing details, specifications, databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the services under this Agreement shall remain the property of DDA.

Changes

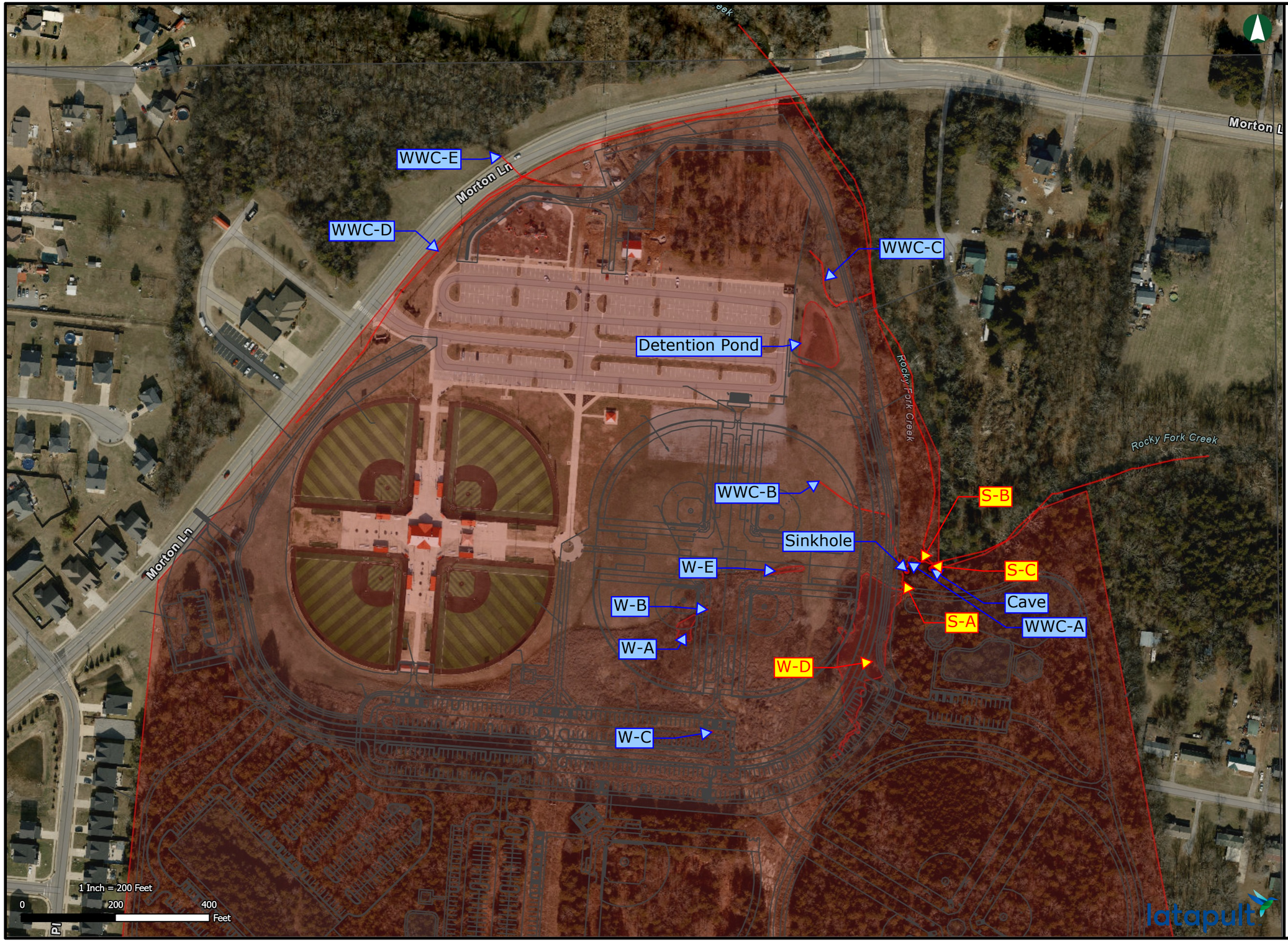
The Client/Owner may request changes in the Scope of Services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between the Client/Owner and DDA shall be incorporated into this Agreement by written amendment. Any changes made to the construction documents by the Client/Owner or the Client's/Owner's representatives are strictly prohibited without the knowledge and written consent of DDA. DDA shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents.

Applicable Laws

Unless otherwise indicated, this Agreement shall be governed by the laws of the State of Tennessee.

Opinion of Construction Cost

Any opinion of probable construction cost or estimates prepared by DDA represents DDA's judgment as design professionals and is supplied for general guidance of the Client/Owner. Since DDA has no control over the construction marketplace, DDA does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to Client/Owner.



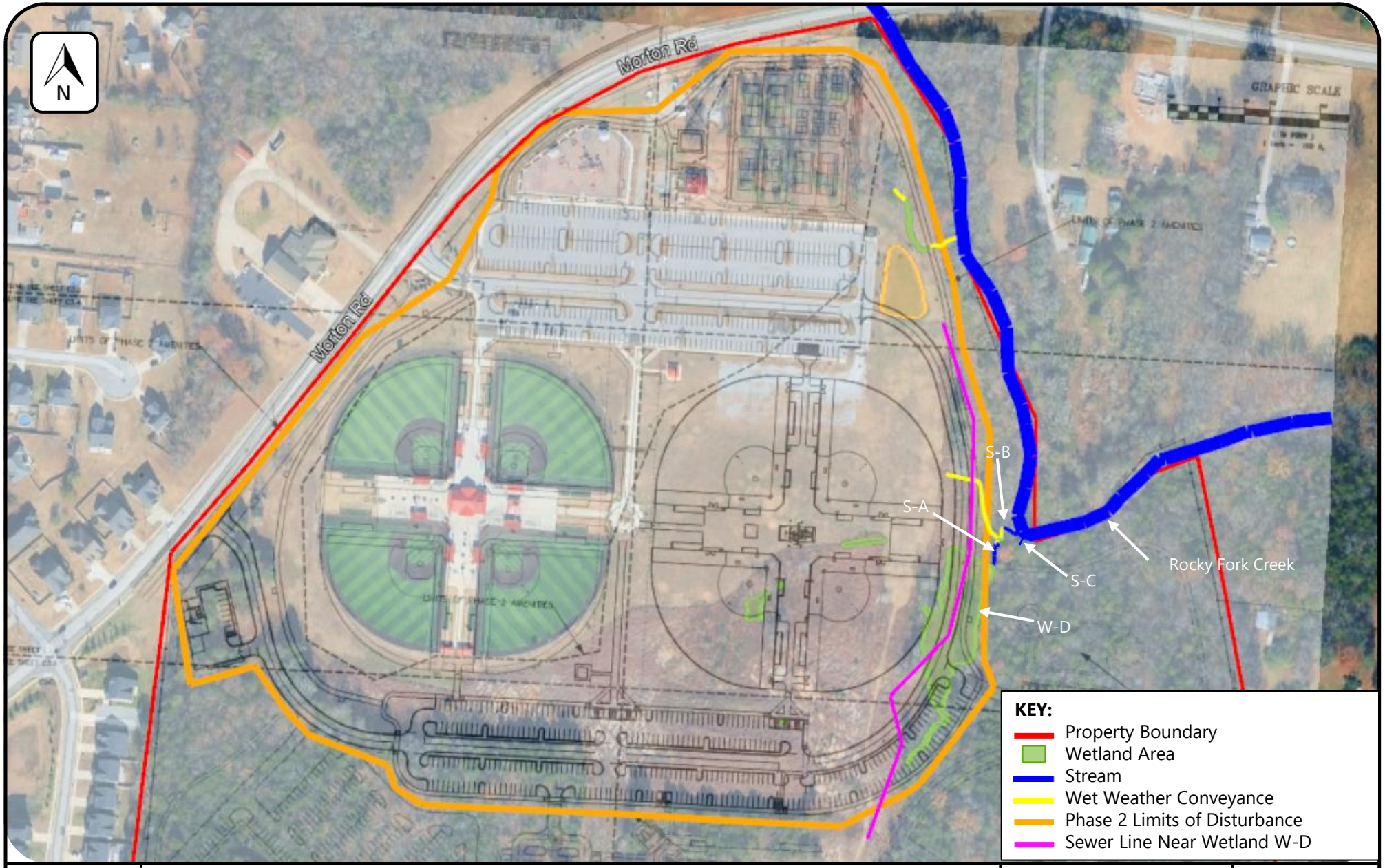
THOMAS & HUTTON

Cedar Stone Park Ph. 2

Draft Layout with HD Feature Overlay

07/21/2025

This map was created using Latapult | www.latapult.com | Bigger Data Faster Maps Stronger Decisions



Plan Overlay

Cedar Stone Park Expansion
Smyrna, Rutherford County, Tennessee

Scale as shown

Date: 01/08/2026

Project No: 25470103

FIGURE No.

X



Reference:
Google Earth Aerial Imagery dated December 2024

KEY:
- Property Assessment Boundary
- Wetland Area
- Stream
- WWC
- Karst Feature

Potentially Jurisdictional Waters

Jurisdictional Waters Assessment
Cedar Stone Park Expansion
Smyrna, Rutherford County, Tennessee

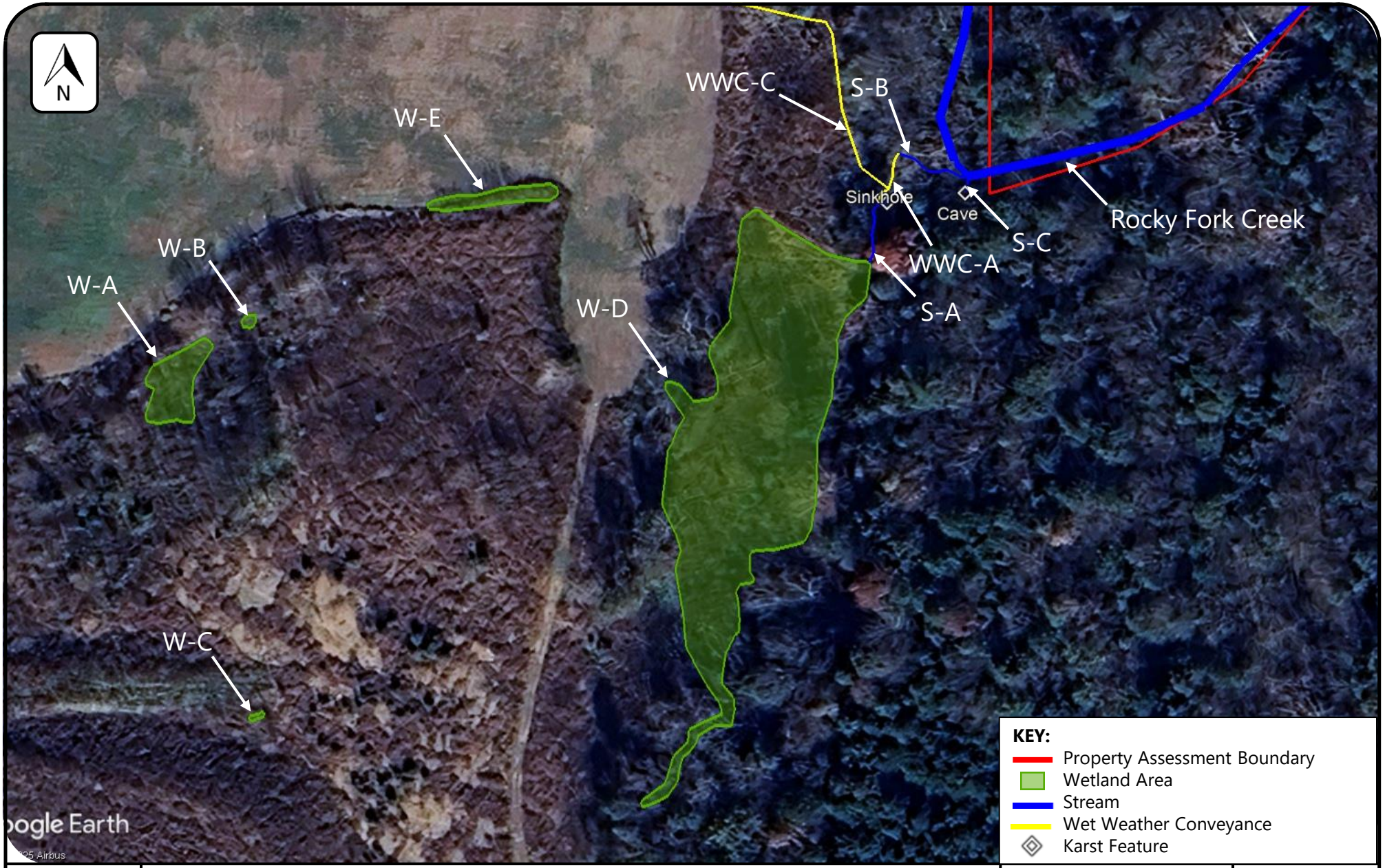
NOT TO SCALE

Date: 07/21/2025

Project Number 25470103

FIGURE NO.

5A



Potentially Jurisdictional Waters

Jurisdictional Waters Assessment
Cedar Stone Park Expansion
Smyrna, Rutherford County, Tennessee

NOT TO SCALE

Date: 07/21/2025

Project No: 25470103

FIGURE No.

5B

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.b.
Department: Parks
Date: January 13, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a Rental Agreement for the "From Here to There" Exhibit for the Smyrna Outdoor Adventure Center.

Fiscal Impact:
$29,500 plus shipping - from Capital Improvements Budget number 320-44700-997

Contract Type:
Original Contract

Contract Term (if applicable):

Background:
The SOAC continues to rent approximately three educational exhibits per year for placement in the exhibit hall. The exhibits have educational and STEM value, making them attractive for school field trips. The exhibits also provide additional activities for SOAC members, party room attendees, and the general admission visitors. The rotation of exhibits provides a new experience for visitors every three to six months, depending on the rental length. Staff continues to target exhibits that meet the school curriculum.

Summary:
Staff has again coordinated the rental of the popular *From Here to There* exhibit for the summer of 2026 (May - September). The hands-on exhibit explores how to transport by land, sea, and air while also learning about gravity, friction, and the laws of motion. The cost of the exhibit is $29,500 for a three-month display period. The exhibit rental budget is included in our Capital Improvement Budget. The exhibit targets students, visitors, and families. This particular exhibit will be on display during the summer months, which gives our summer campers additional activities during the camp season.

Recommended Council Action:
Staff recommends approval of renting the From Here to There exhibit from the Sciencenter.

Attachments:

1. From Here to There- SOAC-signed
2. From Here to There Standard Addendum
3. From-Here-to-There Brochure

FROM HERE TO THERE

RENTAL AGREEMENT
Between
SCIENCENTER
(Lending Institution)
601 First Street
Ithaca, NY 14850
607-272-0600
607-277-7469 fax
www.sciencenter.org

And

Smyrna Outdoor Adventure Center
(Borrowing Institution)
315 Lowry St.
Smyrna, TN 37167
615-459-9742
townofsmyrna.org/departments/smyrna_outdoor_adventure_center/index.php

The **Sciencenter** (Lending Institution) enters into this Agreement with the Smyrna Outdoor Adventure Center (Borrowing Institution) for the following scope of work and terms and conditions.

Exhibition Development and Ownership
From Here To There (Exhibition) was developed by Sciencenter and Rochester Museum & Science Center as part of the TEAMS Collaborative with funding from the National Science Foundation (NSF). The Exhibition is owned and toured by Sciencenter (Owning Institution).

Exhibition Description
From Here to There (Exhibition) is a 1,800- 2,500 square feet exhibition that consists of fun, interactive exhibits that are color-coded and divided into three main categories: transportation by land, sea and air. Each exhibit is designed to spark conversation and encourage interaction among families, friends and other museum visitors.

Visitors can turn up the heat to launch a colorful hot air balloon, operate an authentic canal lock system to move a boat from one water level to the next, and experiment with pneumatics, pulleys, hydraulics and levers to see what kind of mechanical advantage works best. One

hundred feet of Air Tubes allow visitors to send colored balls in a rushing channel of air from one station to another and watch the balls as they dart across walls, over their heads, and appear at the other station in record time. Ride a hovercraft to experience air pressure. Lift, launch and levitate your way through hands- on exhibits to explore how things move by land, sea and air. Experiment with hands-on exhibits that make learning about gravity, friction, and the laws of motion fun!

Descriptions of each individual exhibit are included in Attachment F.

Exhibition Rental Dates

Loan Term: Borrowing Institution shall have the right to display the Exhibition during the period **Summer 2026**

Commencing on:	**Inbound shipping date: Wednesday, May 13, 2026**
And	
Ending on:	**Outbound shipping date: Friday, September 11, 2026**

Display Site: Borrowing Institution shall have the right to display the Exhibition at the following location:

Display Site Name: Smyrna Outdoor Adventure Center
Address: 100 Sam Ridley Pkwy E, Smyrna, TN 37167

The Loan Term shall commence at the time of delivery of the Exhibition to the Display Site and shall terminate at the time the Shipping Agent, as defined below, takes possession of the Exhibition upon pickup from Borrowing Institution.

Specific in-bound shipping and out-bound shipping dates will be coordinated between the Lending Institution and the Borrowing Institution to allow adequate time for unpacking, installation and repacking of the Exhibition and to accommodate the schedules of prior and subsequent venues. The dates may need to be adjusted due to shipping availability or unforeseen circumstances.

Contract Period

The Contract shall extend from the date it is signed until the end of the Loan Term, as specified above. Any change in dates must be an amendment to this contract.

Booking Policy

To reserve the Exhibition for the Loan Term, the Borrowing Institution must sign and return this Agreement to the Lending Institution **along with a non-refundable deposit**. Upon receiving the signed contract and deposit, the Lending Institution will acknowledge receipt of the contract and the deposit.

Deposits and Payments

Borrowing Institution will pay Lending Institution for the rental of the Exhibition **for a three-month Loan Term** for a total of **$29,500** plus applicable taxes, if any.

An advance non-refundable deposit of $6,000 must be paid to the Lending Institution within twenty-one (21) days of signing of this Agreement in order to reserve the Exhibition.

The balance of the rental fee ($23,500) must be paid in full 45 days prior to the shipping of the Exhibition to the Borrowing Institution.

If the Borrowing Institution cancels a booking after the loan agreement has been signed, the deposit will not be refunded.

Shipping Costs

In addition to the Rental Fee, the Borrowing Institution is required to pay for inbound shipping.

- If the Borrowing Institution is **within the contiguous 48 states,**
    - And the Previous Venue is located within the contiguous 48 states or within 250 miles of a border crossing, the Borrowing Institution pays for shipping from the Previous Venue.
    - And the Previous Venue is outside of the contiguous 48 states and further than 250 miles from a US border crossing, the Borrowing Institution will pay for shipping from the port of entry or border crossing that is closest to the Previous Venue.

- If the Borrowing Institution is **outside of the contiguous 48 states,** including venues in Hawaii and Alaska, Borrowing Institution will be required to pay for incoming shipping from the previous venue, AND outgoing shipping to the nearest port of entry or border crossing in the contiguous 48 US states.
    - Borrowing Institution will be required to make the **necessary arrangements** in advance, and pay any **associated fees**, for import or export requirements associated with the Exhibition's inbound transport and outbound transport to the contiguous 48 states. Associated fees include but are not limited to customs documentation, sea freight or airfreight shipments, for both incoming and outgoing shipping. Lending Institution will provide any necessary information, such as the values and origins of the exhibits, as requested.

The Lending Institution will work with the Borrowing Institution to make shipping arrangements with a shipping carrier in conjunction with the prior and subsequent venues. The shipping carrier will bill the Lending Institution directly for **In-Bound Shipping.** The Lending Institution will then invoice the Borrowing Institution for the cost of shipping, which will be due upon receipt.

The Lending Institution will be responsible for **Shipping Insurance**.

Borrowing Institution shall pay all costs of inbound shipping of the Exhibition to the Display Site as outlined above. Borrowing Institution hereby agrees to indemnify Lending Institution from and against any and all liability, loss, claims, suits, fees, damages, and expenses, including reasonable attorney's fees, for such shipping charges. Borrowing Institution further agrees to pay any additional shipping, handling, or storage charges arising from Borrowing Institution's failure to meet conditions of this Agreement.

The Borrowing Institution will **not** be required to pay for **Out-bound Shipping** within the contiguous 48 states**.**

Shipping

Lending Institution or Shipping Agent will work with Borrowing Institution to coordinate and notify Borrowing Institution of the time and date of delivery to and pickup from the Display Site.

Borrowing Institution shall cooperate fully with Lending Institution and the Shipping Agent to ensure that the Exhibition is packed in shipping materials (which can include rolling platforms, rolling crates, pallets, etc.) according to the instructions in the Technical Manual and with provided straps and blankets to protect components and cabinets, and is otherwise ready and available for scheduled pickup at the conclusion of the Loan Term. Borrowing Institution acknowledges that Lending Institution may have the obligation to deliver the Exhibition to another borrower following the Loan Term, and agrees that time is of the essence in connection with pickup of the Exhibition.

Lending Institution will attempt to assure timely delivery of the Exhibition to Borrowing Institution. Lending Institution shall not, however, be responsible for any damages or liability the Borrowing Institution may incur or suffer as a result of any delay in delivery or failure to deliver the Exhibition due to circumstances beyond Lending Institution's control.

Exhibition Display Conditions

1. The Borrowing Institution must agree to meet the minimum display conditions included in Attachment A.

2. The Borrowing Institution shall not have the right to modify or alter the Exhibition in any manner, except following direct communication and approval from the Lending Institution.

3. The Borrowing Institution shall have indoor space to receive the Exhibition when it is delivered, and to have it repacked and ready to ship by the agreed upon shipping date. The Borrowing Institution shall have safe storage for crates and blankets, and for any unused modules. Borrowing Institution shall have safe storage for the Exhibition for any portion of the Loan Term that the Exhibition is not on display, under such conditions as to prevent loss, vandalism, damage, or deterioration thereto.

4. The Borrowing Institution shall use the Exhibition for educational purposes only.

Exhibition Technical Characteristics

The Exhibition technical characteristics are included in Attachment C.

Component Handling, Setup and Takedown, Repacking and Truck loading Conditions

The Borrowing Institution shall install and repack the Exhibition in a professional manner, and must agree to follow the component handling, setup and takedown, repacking and truck loading instructions included in the Technical Manual provided by the Lending Institution.

An on-site supervisor from the Lending Institution is available for an additional fee.

The setup and installation of this Exhibition is designed to be performed by the Borrowing Institution, therefore no staff from the Lending Institution will be required to be on-site.

Upon delivery of the Exhibition from the Shipping Agent, Borrowing Institution shall promptly unpack the Exhibition in a professional manner. Borrowing Institution shall not sign the Shipping Agent's bill of lading to indicate receipt unless and until the contents of the Crates and blanket-wrapped components have been examined. Alternatively the Borrowing Institution may sign the bill of lading indicating thereon that acceptance is "SUBJECT TO INSPECTION." Any damage or loss to the Exhibition or shipping materials shall be indicated on the Shipping Agent's shipping documents. If any damage to the Exhibition or shipping materials is revealed or is capable of being discovered at the time of unpacking, Borrowing Institution shall immediately contact Lending Institution by telephone to report such damage, and shall retain all packing material and other items relating to the damage, pending instructions from Lending Institution. Borrowing Institution shall be liable for any and all liability, loss, claims, suits, fees, damages and expenses arising from a failure to comply with any of the provisions of this paragraph.

During installation, Borrowing Institution shall fill out an **Exhibition Condition Report** and **Artifact Condition Report** (where applicable). Copies of both reports should be submitted electronically to the Lending Institution within 48 hours of receipt of the Exhibition. A paper copy of the **Artifact Condition Report** shall be placed into the Artifact Condition Report Binder that travels with the Exhibition.

During deinstallation, Borrowing Institution shall again fill out an **Exhibition Condition Report** and an **Artifact Condition Report** (where applicable), submitting copies of the reports electronically to the Lending Institution 48 hours prior to the Exhibition's ship out date. A paper copy of the **Artifact Condition Report** shall be placed into the Artifact Condition Report Binder that travels with the Exhibition.

Insurance and Protection

All damage must be reported immediately to the Lending Institution.

Borrowing Institution Responsibilities

1. The Borrowing Institution accepts responsibility for the Exhibition of the items, and for their packing, security, transport, unpacking and Exhibition at the exhibiting venue(s). Borrowing Institution shall comply with all the provisions of this Agreement and the Attachments, and shall take all other precautions reasonably necessary to ensure that the Exhibition is handled, installed, displayed, maintained, packed, and stored in a manner that will protect against damage or loss.

2. Borrower agrees to provide, at Borrower's expense, equipment and staff or other qualified persons to unpack, install, and repack the Exhibition within the specified time period or otherwise determined jointly by Borrower and Lending Institution. A qualified installation crew consists of dedicated exhibit technicians or other staff experienced in the handling and installation of museum exhibits; trusted and skilled temporary help or volunteers may assist with supervision by Borrower's experienced personnel.

3. The Borrowing Institution will be held responsible for repairs and/or replacement parts if it does not follow instructions provided in Attachment A of this Agreement, the Technical Manual, or by communication with the Lending Institution, or if appropriate security standards are not met. Replacement or repair of Exhibition components damaged due to visitor abuse beyond normal wear and tear, or by negligence of the Borrowing Institution shall be the responsibility of the Borrowing Institution. Borrowing Institution is responsible for repairs/replacement costs made to standards determined by the Lending Institution.

4. The Borrowing Institution will be held responsible for any additional fees or charges incurred by Lending Institution in the event the Exhibition is not fully packed and ready for shipping to the next venue at the agreed upon date and time.

5. The Borrowing Institution will be held responsible for lost rental income incurred by Lending Institution in the event the Exhibition is damaged by the Borrowing Institution and is not readily available and in good working order for the subsequent Borrowing Institution.

Insurance Provided by Lending Institution
The Lending Institution will provide shipping insurance, which covers the Exhibition during transit.

Insurance Provided by Borrowing Institution

1. For the term of the Rental Agreement, Lending Institution will require the Borrowing Institution to maintain, at its own expense, the following insurance with a reputable licensed insurer and acceptable to the Lending Institution, in full force and effect:

Coverage	Minimum Limits
Workers' Compensation	Statutory Limits
	Employers Liability
	$500,000 each accident bodily injury
	$500,000 bodily injury by disease each employee
Commercial General Liability	$1,000,000 per occurrence bodily injury and property
	$1,000,000 per occurrence personal and advertising injury
	$2,000,000 general aggregate

2. The Worker's Compensation and Employer's Liability coverages set forth above must be maintained by Borrowing Institution to the extent required by law. This liability insurance policy shall have a limit of at least $1,000,000 per occurrence that covers this Exhibition.

3. Borrowing Institution shall provide Lending Institution with a certificate of liability insurance naming the Lending Institution and Owning Institution (if different from Lending Institution) as an additional insured on a primary and non-contributory basis, with respect to the Exhibition, not later than 30 days prior to the delivery of the Exhibition to Borrowing Institution. In addition to the Certificate of Insurance naming the Lending Institution as an Additional Insured, the Borrowing Institution shall provide a copy of the Additional Insured Endorsement.

4. A waiver of subrogation endorsement in favor of Lending Institution and Owning Institution (if different from Lending Institution) shall be provided on all policies.

5. Borrowing Institution will notify the Lending Institution of any change in coverage within ten days. The Borrowing Institution's Insurance company shall provide thirty (30) days notice to the Lending Institution for cancellation of coverage.

Indemnification

In consideration of Lending Institution's agreement to arrange for the loan of the Exhibition, Borrowing Institution agrees to:

1. Indemnify and hold the Lending Institution and the Owning Institution (if different from Lending Institution), their officers, directors, employees, or agents from and against any and all liability, loss, damage, claim, action, liability, and expense, including reasonable attorneys' fees, in contract or in tort, in connection with the shipping and delivery, handling, installation, display, maintenance, packing, or storage of the Exhibition during the Loan Term, including loss of life, bodily injury, and/or property damage from or in connection with the acts or omissions of Borrowing Institution, its officers, directors, employees, or agents in connection with this Agreement.

2. Promptly notify the Lending Institution of any damage to the property of others, and of injuries sustained by any persons, including employees of the Borrowing Institution, in any manner relating directly or indirectly to the loaned exhibit(s).

3. Waive all claims for recovery from the Lending Institution or Owning Institution for any loss or damage to Borrowing Institution's own property caused by fire or other insured casualty. This waiver shall apply, however, only where the insurance covering the loss or damage to Borrowing Institution's own property will not be prejudiced by reason of such waiver.

Repairs and Parts and Technical Assistance

The Borrowing Institution must contact the Lending Institution prior to undertaking any repairs.

At least one month before the Exhibition is scheduled to arrive, the Lending Institution will send the Borrowing Institution a **Technical Manual**. The Technical Manual will include clear instructions for space planning, component handling, setup and takedown of the Exhibition, packing, and loading of the truck, including packing checklists. Storage requirements will be included. In addition, the Technical Manual will include daily and routine maintenance and cleaning instructions, along with operating and troubleshooting guidelines. The Technical Manual will also include suggestions for materials to have on hand for the Exhibition.

Borrowing Institution shall provide routine maintenance and cleaning services in order to assure that the Exhibition is clean, operational, safe, and in good condition during the Loan Term, in conformance with the highest standards of the museum industry and in accordance with the Technical Manual.

Spare parts for expected normal maintenance and use will be provided with the Exhibition. Some additional spare parts will be kept in storage at the Lending Institution.

The Lending Institution will provide replacement parts resulting from normal wear and tear of the exhibits, provided that daily operating and maintenance instructions are followed.

Exhibit parts that are missing or lost, will be the responsibility of the Borrowing institution; contact the Lending Institution for more information about replacements.

The Borrowing Institution must report any loss or damage that occurs while the Exhibition, packing materials, or unused components are under its control.

Reimbursable Expenses

Reimbursable expenses include: repairs approved by the Lending Institution.

All reimbursable expenses must be approved in advance by the Lending Institution.

Reimbursable expenses **do not include** cleaning supplies, consumable supplies, or labor for routine maintenance.

The Borrowing Institution is responsible for the following maintenance costs: janitorial care and cleaning of the Exhibition per the instructions in the Technical Manual, or ongoing maintenance of a minor nature such as replacing standard light bulbs.

Borrowing Institution will invoice the Lending Institution once a month for any reimbursable expenses. Payment for approved allowable expenses will be made within 30 days upon the receipt of invoice.

Promotional Materials

At least one month before the Exhibition is scheduled to arrive, the Lending Institution will provide the following resources: a Technical Manual and publicity materials and Educator Guide (see Attachment D).

Admission Charge
The Borrowing Institution has the right to establish its own admission policy and fees.

Key Lending Institution Personnel
The Borrowing Institution shall work directly with the following Lending Institution staff who are under the direction of the Executive Director, Michelle Kortenaar:

Traveling Exhibitions Rental Manager (for contracts & scheduling)
607-272-0600 ext 128
travelingexhibitions@sciencenter.org

Sciencenter Help Desk (for technical support such as non-routine maintenance, requests for replacement spare parts, etc.)
travelingexhibitions@sciencenter.org

For urgent issues call 607-272-0600 and ask for the "Operator" who can reach out to the Exhibits Team.

Assignment, Subcontractors
The Borrowing Institution may not assign, transfer, or subcontract any part of this Agreement to other independent subcontractors without prior written approval from the Lending Institution.

Web Site
The Lending Institution will maintain the **www.sciencenter.org** website. The Borrowing Institution can promote and link to this website.

Intellectual Property

1. The Exhibition was produced by the Owning Institution.

2. The Owning Institution shall retain all legal rights to the Exhibition designs, drawings, videos, and documents. All rights to exhibit video and graphics, and exhibit development, belong to the Owning Institution. Duplication is NOT permitted.

3. The Borrowing Institution has the right to use all provided photos, promotional materials and images for the purpose of promoting the Exhibition.

Promotion and Credits
The Borrowing Institution should acknowledge National Science Foundation funding in publicity about the Exhibition whenever possible. The Borrowing Institution should give credit to the

Sciencenter and Rochester Museum & Science Center as creators of the exhibition where appropriate.

Independent Contractor

In the performance of this agreement, the Borrowing Institution shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the Lending Institution. Borrowing Institution will provide his/her own personal, medical, workers compensation, liability, property, and automotive insurance for any person who participates in the handling, installation, display, maintenance, packing, or storage of the Exhibition

Failure to Meet Conditions

Acceptance of all requirements is a condition of renting this Exhibition from the Lending Institution.

The Lending Institution reserves the right to withdraw any exhibit components or Exhibition from the Borrowing Institution, if the Borrowing Institution has been negligent in the handling, display, maintenance, protection, or storage of the exhibit items or packing materials, or fails to fulfill any of the rental conditions stipulated in this contract.

The Lending Institution is under no obligation to return a deposit or fees to the Borrowing Institution if exhibit items or Exhibition are removed due to the Borrowing Institution's negligence for failure to properly handle, display, maintain, protect, or store exhibit items or packing materials. In such an event, Borrowing Institution shall be responsible for storing items securely until the Exhibition is packed up and loaded on trucks for the next venue, and any costs incurred doing so.

Termination

A. This agreement may be terminated by either the Borrowing Institution or the Lending Institution upon 30 days written notice.

B. The Lending Institution shall have the right to cancel the Loan upon the occurrence of any of the following:

1. The Exhibition is damaged, destroyed, or has become unavailable for any reason.

2. The Borrowing Institution fails to pay the Fees set forth in this Agreement.

3. The Borrowing Institution has misrepresented its ability to handle, install, display, maintain, protect, or store Exhibition in accordance with the conditions of this Agreement.

4. The Borrowing Institution fails to handle, install, display, maintain, protect, or store Exhibition in accordance with the conditions of this Agreement.

C. Termination by the Borrowing Institution

The Borrowing Institution shall have the right to cancel the Loan by submitting a cancellation request to the Lending Institution in writing. The Lending Institution shall promptly acknowledge the cancellation request and will retain the non-refundable deposit.

In addition:

1. If the cancellation request is received more than 180 days prior to the scheduled delivery date of the Exhibition to the Borrowing Institution, the Borrowing Institution will pay the Lending Institution a cancellation fee of $10,000.

2. If the cancellation request is received between 180 days and 90 days prior to the scheduled delivery date of the Exhibition to the Borrowing Institution, the Borrowing Institution will pay the Lending Institution 50% of the remaining balance due of the rental fee.

3) If the cancellation request is received less than 90 days prior to the scheduled delivery date of the Exhibition to the Borrowing Institution, the Borrowing Institution will pay the Lending Institution 100% of the remaining balance due of the rental fee.

In all cases, the Borrowing Institution shall be financially liable for any shipping, storage and any other expenses resulting from or related to the cancellation.

D. Termination by the Lending Institution

1. In the event of termination by the Lending Institution, pursuant to Termination Paragraph B(1), the Lending Institution will return the deposit and other payments in full.

2. In the event of termination by the Lending Institution, pursuant to Termination Paragraph B(2), B(3), or B(4), the Borrowing Institution shall remain liable for the full Fee.

3. In the event of termination by the Lending Institution, pursuant to Termination Paragraph B(1), B(2), B(3), or B(4), the Lending Institution shall not be liable for any costs, expenses, damages, or liability the Borrowing Institution may incur as a result of such cancellation.

Force Majeure

1. A party to this Contract shall not be liable for a failure or delay in performing any of its obligations hereunder (excluding obligations to make payments to the other party hereto, if and to the extent that such party's (the "Impacted Party") failure or delay is directly caused by or results from one or more of the following (each a "Force Majeure Event"): (i) storms and other unusual, severe weather conditions, (ii) floods, (iii) fire, (iv) explosion, (v) riot, (vi) war, (vii) terrorist act, (viii) pandemics, (ix) epidemics, (x) change in the requirements of applicable law after the date of the Contract, (xi) nationwide or regional labor strikes, or (xii) other cause beyond a Party's reasonable anticipation and control; provided, however, that no relief shall be afforded to an Impacted Party by this Section unless: (A) the act or event is beyond the reasonable control of the Impacted

Party and that of other persons and entities for whom the Impacted Party is responsible; (B) the Impacted Party uses commercially reasonable efforts (and any other efforts as may be specifically required under this Contract for the specific type of act or event) to prevent, avoid, and/or mitigate the effects of the Force Majeure Event; and (C) prompt notice (within two (2) business days of discovery by the Impacted Party) is given by the Impacted Party to the other Party identifying the Force Majeure Event and describing in reasonable detail the extent to which the Impacted Party's performance is delayed or prevented by the same.

2. The time for performance of an Impacted Party's obligation delayed or prevented by a Force Majeure Event will be extended for a period of time reasonably necessary to overcome the effect of the Force Majeure Event. An Impacted Party will provide regular updates and more frequent updates as the other party may require of the status, impact, and resolution of a Force Majeure Event until the same has been resolved.

3. Notwithstanding the foregoing, the following events and circumstances will not constitute Force Majeure Events: (i) general economic conditions; (ii) unavailability of utilities at any location of the Borrowing Institution; (iii) events or circumstances arising out of an Impacted Party's breach of this Contract or a third party's breach of its contract with the Impacted Party; or (iv) changes in any labor and employment, tax, or other law that may generally impact the activities, operations, and financial condition of the Borrowing Institution, but does not directly pertain to the terms and condition of this Contract or the Impacted Party's performance of its obligations hereunder.

4. An Impacted Party will not be excused by a Force Majeure Event from performance of any obligation that is not directly affected by such Force Majeure Event or a resulting impact on performance by the Impacted Party. Failure of an Impacted Party to provide the other party with timely notice of a Force Majeure Event will constitute a waiver of the Impacted Party's right to invoke the application of this Section to excuse the delay of the Impacted Party's performance of any obligation of this Agreement on account of such Force Majeure Event only for the period of time that the timely notice was not provided.

5. In the event that an Impacted Party's performance of one or more of its obligations under this Contract is prevented or delayed in material part for a period of thirty (30) or more consecutive days or for an aggregate of sixty (60) or more days in any twelve-month period by one or more Force Majeure Events, the other party hereto may, in its discretion, terminate this Contract upon notice to the Impacted Party.

Jurisdiction and Governing Law

This Agreement, and the interpretation and enforcement hereof, shall be governed by and construed in accordance with the laws of the State of New York, without regard to New York's conflicts of law provisions. All actions, suits or claims brought under, pursuant to or arising from or in connection with this Agreement, or any materials, work or services provided hereunder, shall be venued in New York state courts having territorial jurisdiction in or over the County of Tompkins. Borrowing Institution shall waive any and all jurisdictional and venue defenses Borrowing Institution may have in connection with any such action, suit or claim.

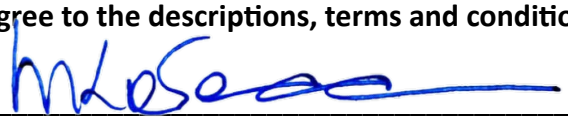
Changes

By mutual agreement, the Borrowing Institution and the Lending Institution may make changes to the scope of work and terms of this agreement. Any such changes shall be in the form of a written amendment signed by the Borrowing Institution and the Executive Director of the Lending Institution.

Completeness

This written contract is the complete agreement and represents the entire understanding between the Borrowing Institution and the Lending Institution and supersedes all prior understandings regarding the project.

We the undersigned parties have executed this agreement on the dates indicated below and agree to the descriptions, terms and conditions of this contract.



12/23/25

Sciencenter Date

Michelle Kortenaar, Executive Director

_____ _____

Smyrna Outdoor Adventure Center Date

Mary Esther Reed, Mayor

Borrowing Institution Contact:

Smyrna Outdoor Adventure Center
315 Lowry St.
Smyrna, TN 37167
806-355-9547
townofsmyrna.org/departments/smyrna_outdoor_adventure_center/index.php

Accounting Contact (Billing)

Mike Kraft
Outdoor Recreation Program Coordinator
Smyrna Outdoor Adventure Center
Town of Smyrna Parks and Recreation
615-459-9710 ext. 2019
mike.kraft@townofsmyrna.org

Exhibition Contact (Logistics, Installation, & Maintenance)

Courtney Morgan, Smyrna Outdoor Adventure Center Manager
O: 615-459-9742
C: 810-618-5438
courtney.morgan@townofsmyrna.org

Attachment A

Exhibition Display Conditions

Borrowing Institution must agree to meet the following minimum display conditions.

Completeness

- Exhibition must be shown intact and in its entirety when possible, without any alteration, or modification to existing components or graphics, unless prior written consent is obtained from the Lending Institution in advance (such as bilingual signage); however, the Borrowing Institution has discretion to not include one or more individual exhibits. The Borrowing Institution can add additional freestanding components or graphics or enhancements to the Exhibition (and please send us photos!). Exhibition credit signage must be included, or alternative arrangements made with the Lending Institution, to be sure appropriate credit is given.

- The individual exhibits and signage must not be altered or changed in any way.

- All the Exhibition items and materials must remain in the possession of and be the responsibility of the Borrowing Institution during the Loan Term.

- Ensure that all staff, volunteers, groups and organizations involved with the Exhibition follow the provisions in this agreement.

- Borrowing Institution shall display the Exhibition at the Display site only.

- Borrowing Institution may not lend the Exhibition to any other person or entity, or display the Exhibition during any time other than the contract period, unless prior written consent is obtained from the Lending Institution.

General Facility Criteria:

- Borrowing Institution shall provide an appropriate display space for the Exhibition, and fire prevention conditions and related equipment for the Exhibition in accordance with applicable local fire regulations and as are reasonably necessary.

- Adequate space (at least 3-4 feet) between individual exhibits to provide for safe access of visitors.

- Smoking is not permitted, and food and beverages may not be served in the Exhibition area.

Lighting

- Adequate lighting must be provided.

- Direct sunlight is allowed.

Atmospheric Controls:

- Exhibition space must have temperature and humidity controls to guarantee an environment of 66 to 76 degrees Fahrenheit and 45 to 65% relative humidity.
- No temperature extremes.
- No humidity extremes.

Security:

- Borrowing Institution shall provide such security services as are reasonably necessary to protect the Exhibition against theft, vandalism, damage or other abuse and to prevent injury to persons at all times that the Exhibition is in its possession.
- Responsible supervision at all times to prevent damage to Exhibition.
- Exhibition or Display location must be locked after hours to prevent damage to Exhibition.
- Fire protection according to local ordinance to prevent damage to Exhibition.
- Alarms or night guards are not required.

Care and Maintenance

- Careful handling of exhibits at all times to prevent damage to Exhibition.
- Provide responsible upkeep and care of the Exhibition.
- Daily maintenance checks, cleaning, and re-setting of loose parts per Technical Manual.
- Ensure the Exhibition remains in the condition in which it was received.
- Qualified staff to perform standard replacement of parts, and mechanical and electrical repairs.
- Repairs are not permitted without permission from the Lending Institution.
- Exhibition area should receive adequate janitorial services.

Shipping, Packing, and Installation and Storage

- Borrowing Institution shall follow the Technical Manual for proper truck unloading & loading and Handling instructions, Installation, Takedown and Packing, and Storage procedures
- Maximum 2-4 days estimate for installation & takedown with a minimum 2 skilled exhibit technicians for install and takedown. See Attachment C.

- Handling, installation, takedown, etc. by skilled, trusted volunteers or temporary workers is acceptable only with supervision by experienced, trained personnel.

- Temperature and humidity extremes must be minimized prior to and after installation.

- If the Exhibition is stored by the Borrowing Institution prior to or after installation, it must be stored in a dry, secure and climate-controlled building.

- Empty shipping materials (which can include rolling platforms, rolling crates, custom pallets, etc.) and blankets must be stored indoors in a dry, secure facility; temperature and humidity-control is not required for empty shipping materials.

Attachment B
Unpacking, Installation, and Repacking Conditions

Borrowing Institution must agree to meet the following minimum conditions:

The Lending Institution will provide the Borrowing Institution with a **Technical Manual** detailing component handling instructions, how to unpack, setup and take down the exhibits, and repack the Exhibition, and load on trucks. Exhibition crates and packing containers are custom-designed for both easy handling and maximum protection of the objects inside. Packing containers will be clearly labeled.

Unpacking
It is the responsibility of the Borrowing Institution to ensure the Exhibition is **unloaded and handled properly.**

- Follow the detailed component handling and setup instructions by the Lending Institution
- Supervise the unloading and unpacking of the Exhibition by qualified individuals
- Report any deviations or omissions immediately to the Lending Institution
- Set up the Exhibition following the Technical Manual
- Complete an **Incoming Exhibition Condition Report** and an **Incoming Artifact Condition Report** and submit it to the Lending Institution within 48 hours of receipt of the Exhibition, including inventory of key exhibit parts and spare parts.

Setup
The setup and installation of this Exhibition is designed to be performed by the Borrowing Institution, therefore no staff from the Lending Institution will be required to be on-site. However, an on-site supervisor from the Lending Institution is available for an additional fee.

Repacking
It is the responsibility of the Borrowing Institution to ensure the Exhibition is **shipped in good condition.** The Borrowing Institution will be responsible to:

- Thoroughly clean all visible surfaces, clear and reflective surfaces, and mechanical parts in detail to remove dust, lint, moisture, water spots, shoe marks, scuffs, body oils, and any other foreign matter.
- Properly repack the Exhibition in its original shipping containers.
- Follow the detailed instructions provided by the Lending Institution to dismantle and pack the components.

- Supervise the dismantling and repacking of the Exhibition by qualified individuals, in original packing materials.

- Repair any damaged crates.

- Supervise the handling and loading of the components of the Exhibition in semi-trailer per component handling instructions in Technical Manual, checking component packing list, and using sample truck loading plans if provided. Driver is normally responsible for securing the components once in place inside semi-trailer; Borrowing Institution staff should supervise and also make sure the load is well secured, protected with blankets, etc.

- Report any deviations or omissions in the packing process to the Lending Institution.

- Complete an **Outgoing Exhibition Condition Report** and **Outgoing Artifact Condition Report** (if applicable) and submit them to the Lending Institution within 48 hours of the shipment of the Exhibition, including inventory of exhibit parts and spare parts.

- **Submit an Evaluation Report** to the Lending Institution on the Exhibition within one month of its departure. The Evaluation Report will include the following:

    a) Attendance during the Loan Term. If the Exhibition was not separately ticketed, the Borrowing Institution should also include their attendance figure from the same period during the previous year for reference.

    b) Revenue generated during the Loan Term

    c) Related events run during the Loan Term

    d) Publicity generated during the Loan Term

    e) Program details related to the Exhibition.

Attachment C

Technical Requirements

Exhibition Space Requirements

- Recommended exhibition area: 1,800-2,500 square feet

- Ceiling height considerations:
  - *Air Transport & Simple Machines Wall:* 8'4" (tubing for balls between stations)
  - *Hot Air Balloon* is 9' 11" tall, requiring 10' ceiling for metal posts

- Doorway/hallway/elevator clearance of individual components: all components can be moved from truck to gallery space in an elevator with at least 4' wide x 7' tall doors, at least 8' 3" inches deep.
  - Railings for *Hot Air Balloon* and *Hovercraft* are 10-11' long and can be hand carried.
  - Components will all fit under standard 6' 8" doorway (lift off title for *Airplane Wing*).

Electrical supply

- Voltage: 110-120Volt AC (60Hz) power; several separate circuits needed (*Hot Air Balloon* & *Hovercraft* each need to be on different circuits)

- **Almost all of the exhibits require electricity**
  - *Air Transport:* balls go between the two cabinets that are connected with pipe/tubing. Very long (50') cords are built into each cabinet, so you can extend the cord as much as ~40' from the opening in the top of cabinet and across the pipes to the Simple Machines (ball pit) area to a ceiling outlet if desired, depending on layout
  - *Carry that Weight* (boat cabinet only; can bring extension cord to opening near bottom of outside end of cabinet, or from ceiling through pipe in center of sign tower)
  - *Hot Air Balloon* (bring extension cord to bottom back of main cabinet)
  - *Hovercraft*– bring extension cord to large cabinet at back (cord from small cabinet feeds into large cabinet)
  - *How Do Airplanes Fly?* (airplane wing)
  - *Right Engine for the Job* (all four exhibits powered from single power strip under Diesel Engine; can bring extension cord to cabinet through hole at end of cabinet under sign tower, or from ceiling through pipe in center of sign tower)
  - *How do Boats Sail Into the Wind?*
  - *Water Locks*

- The *Hovercraft* exhibits and *Hot Air Balloon* exhibit are best located on separate circuit breakers; the remaining exhibits do not draw much power.

- **The following exhibits do not require electricity**
  - *Simple Machines*
  - *Heavy Lifting*
  - *Mag-Lev*

Transport

- The Exhibition fits in **one** semi-trailer at least 48' long x 8' wide, with air ride suspension and vertical e-clip track; e-clip ratchet straps included with exhibition.

- Exhibition can be unloaded or loaded with a forklift. Otherwise, semi-trailers with lift gates are necessary 1) to unload the exhibition if either Borrowing Institution's or previous Borrowing Institution's loading dock are not a standard height, or 2) to load the exhibition if either Borrowing Institution's or subsequent Borrowing Institution's loading dock are not a standard height.

- Loading: Borrowing Institution staff are responsible for bringing components into place in the semi-trailer, and ensuring that components are protected from damage. Driver is responsible for securing the load as components are brought into place in the semi-trailer, but Borrowing Institution staff must oversee and double-check that components are secured for transport, and immediately contact Sciencenter staff if there are inadequate materials for loading the exhibition, or any other safety concerns.

- The exhibition weighs about 6,000 pounds.

Unloading/loading/set-up requirements

- Much of the exhibition is shipped wrapped in blankets.

- Exhibition travels with a number of dollies for moving cabinets.

- Individual parts can be moved by 2 strong people onto dollies, and set up by 2 to 3 competent, strong people.

- Heaviest cabinets to be handled are *Water Locks* (which moves on 2 dollies) and *How Do Planes Fly*? (which has casters).

- Unloading & Installation requirements:
  - 3-4 exhibit handlers; an additional 1 to 2 exhibit handlers will speed up unloading.

- Take Down, Packing, & Loading requirements:
  - 3-4 exhibit handlers; an additional 1 to 2 exhibit handlers will speed up loading.
  - Stretch wrap (included with exhibition) for securing blankets around cabinets.

- Necessary hand tools (hex keys, wrenches, etc.) included with exhibition.

Truck Loading List

21 cabinets, wrapped in blankets ● Air Tubes station 1 ● Air Tubes station 2 ● Airplane Wing cabinet ON CASTERS ● Carry That Weight: roadway with cart ● Carry That Weight: train track with train car ● Carry That Weight: boat ● Carry That Weight: center triangle with title ● Heavy Lifting: pneumatics ● Heavy Lifting: hydraulic pump ● Heavy Lifting: lever ● Heavy Lifting: block and tackle ● Hot Air Balloon: blower cabinet ● Hovercraft: cabinet with large blower ● Hovercraft: cabinet with small blower and disk ● Maglev cabinet ● Right Engine for the Job: 2-cycle ● Right Engine for the Job: 4 cycle ● Right Engine for the Job: Wankel ● Right Engine for the Job: Diesel ● Sailing cabinet ● Water Lock (canal) cabinet		Longest cabinet is 7’ long, widest is 3’ 9” wide
2	long benches with backs with backs	8’ 3” long
2	short L-shaped benches with backs	
1	large wall with PVC pipe attached (4’ x 8’) (Intro Wall with PVC pipe)	
1	cart on casters (hovercraft railing base sections, 2 metal frames, 1 spacer board)	
4	10’ long wooden railing sections (Hot Air balloon)	
1	4’ dia disk with chair (for Hovercraft)	
1	11’ long railing assembly for Hovercraft	
1	bundle of 3 sections of pipe for Sailing (~5’ long each)	
1	10 ½’- long cardboard tube with 1” aluminum railing (2- 10’ long, 2- 6’ long, 2- 3’ long)	
1	10’-long piece of aluminum railing (2 3/8” OD) for *Hot Air Balloon*	

Small wooden assemblies 2 square center tower units with signs and titles, ~5' tall including center pipe 1 inclined ramp (~3' long) for *Simple Machines* 1 winch and bucket assembly (~3' tall) for *Simple Machines* 1 8' long wooden board (2x4) for lever activity 1 wooden base for lever activity (~3' tall)	
Tubs, buckets, boxes 1 large white plastic drum on rolling base (hose and pump ship inside) 2 5 gallon buckets for water changes 1 wet-dry vac for water changes 1 large plastic rectangular tub (with filter etc.) for Water Lock (canal)--- may be shipped inside cabinet 2 medium sized tubs with materials for educator's programs 2 medium tubs with e-clip ratchet straps 1 5-gallon bucket with concrete blocks for lever activity 1 Large black rolling Job box (with spare hardware, tools, spare parts) 1 cardboard box with 20 foam floor tiles	
Miscellaneous 1 stack of 4 blue/white plastic stepstools (nestled together); *may be packed in WaterLock or other cabinet* 6 black metal stools (Stacking) 3 black rubber mats (may be rolled up together) 3 mesh bags with gray plastic balls 4 pieces of gray plastic (Hovercraft floor)	
4 furniture dollies (with purple stripes)	

Signage

- All signage text is printed in American English only.

Access

- Many of the exhibits are designed to be as accessible to the physically, visually, and hearing impaired.

Floorplan

- Sample floorplan, and layout suggestions, to optimize visitor flow are included in the Technical Manual.

Health & Safety requirements

- *Water Locks, How Do Boats Sail Into the Wind?,* and *Carry that Weight* water cabinet are all water exhibits. All three have the same kind of UV filter system, and will need to have their water topped off regularly and changed every 1-2 weeks for *Water Locks*, and less

often for *How Do Boats Sail into the Wind*? or *Carry That* Weight water cabinet.. Details are included in the Technical Manual.

- All components should be maintained and kept clean following the cleaning instructions in the Technical Manual.

Attachment D

Marketing and Educational Programming materials

The Sciencenter will provide the Borrowing Institution with the following materials. The Sciencenter grants the Borrowing Institution the right to use these materials to promote the exhibition.

- Exhibition logo (in a variety of formats)
- Sample press release
- Publicity photos
- Detailed exhibit descriptions
- Video footage

Education materials: A dozen activity guides for educators and several guides for school groups are included. A binder with all the guides is included with the exhibition and available in the Supplementary Materials.

Two tubs of specialized materials travel with the exhibition for hydraulics and other activities.

Attachment E
Value of Exhibits

Water Locks	$25,000
Simple Machines	$15,000
How Do Boats Sail Into the Wind?	$15,000
Hovercraft (including Mini Hovercraft)	$25,000
Hot Air Balloon	$20,000
How Do Planes Fly?	$20,000
Heavy Lifting	$30,000
Mag-Lev	$12,000
Air Transport	$20,000
Carry That Weight	$25,000
The Right Engine for the Job	$30,000
Packing and Moving Materials	$2,000
TOTAL	**$239,000**

Attachment F
Exhibition Description

Overview:

Ride a hovercraft to experience air pressure; float a boat to experiment with air flow. Lift, launch and levitate your way through hands-on exhibits to explore how things move by land, sea and air. Experiment with hands-on exhibits that make learning about gravity, friction, and the laws of motion fun!

From Here to There consists of fun, interactive exhibits that are color-coded and divided into three main categories: transportation by land, sea and air. Each exhibit is designed to spark conversation and encourage interaction among families, friends and other museum visitors.

Visitors can turn up the heat to launch a colorful hot air balloon, operate an authentic canal lock system to move a boat from one water level to the next, and experiment with pneumatics, pulleys, hydraulics and levers to see what kind of mechanical advantage works best.

One hundred feet of Air Tubes allow visitors to send colored balls in a rushing channel of air from one station to another. Visitors can watch the balls as they dart across walls, over their heads, and appear at the other station in record time.

Designed to spark conversation and encourage interaction among children and families.

This 1,800- 2,500 square foot exhibition was developed by the Sciencenter and Rochester Museum & Science Center as part of the TEAMS Collaborative with funding from the National Science Foundation (NSF).

Individual Components:

Water Locks
Operate an authentic canal lock system as you move your boat through different water levels. Can you adjust the valves to raise and lower water levels?

Simple Machines
Discover how simple machines help move things in this ball-pit construction site. Use ramps, buckets and scoops to lift and load balls into a dump truck and move them around! Designed for toddlers and preschoolers.

How Do Sailboats Sail Into the Wind?
Adjust the rudder and sail positions to send your boat across the windy lake. Change the wind direction for a new challenge as you try to reach the next port.

Hovercraft
Sit down, settle in and fly through the air on this amazing hovercraft. Ride on a cushion of air that lets you twist, turn and travel with ease across the floor.

Mini Hovercraft
Explore how air pressure makes a hovercraft work in this accompanying interactive component.

Hot Air Balloon
Turn up the heat to see how hot air balloons inflate and take to the skies.

How do Planes Fly?
See how changing air flow affects the movement of wings. Challenge yourself to make the "wing" hover, flutter or soar.

Heavy Lifting
Experiment with different forms of mechanical advantage as you lift identical weights. First lift the weights with no help. Then try the four methods to see how they make your job easier:

- pulleys
- levers
- pneumatics
- hydraulics

Mag-Lev
Discover how trains float in the air and travel at amazing speeds through magnetic levitation. Explore the potential of transportation using magnetic forces, and decide for yourself if this is the future of travel!

Air Transport
Send colored balls through tubes from one station to the other in a rushing channel of air. Watch balls zoom up the walls and over your head to your friends at the other station. *(Flexible layout; tubing can be extended.)*

Carry That Weight
Experience the forces that affect how we move things across land and water. Which takes less effort:

- a boat on water?
- a train on tracks?
- a cart on a rough road?

What happens when you try different weights?

The Right Engine for the Job
Explore the insides of four important machines that power our cars, airplanes, lawnmowers and snowblowers:

- 2-stroke engine
- 4-stroke engine
- Diesel engine
- Wankel engine

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 Sciencenter Discovery Museum herein further referenced and identified as ("Vendor") in order to amend the terms of the Agreement, including all attachments, exhibits, or any actual or virtual documents or writing, including, but not limited to, all any "clickwrap," "clickthrough" or "click and accept" agreement or other Terms of Service scheduled for presentation to the Town Council for approval on the ____ day of , 20_____.

WITNESSETH

WHEREAS, the parties wish to execute this addendum to the Agreement for the purposes of substituting, clarifying or inserting certain terms of or into their original Agreement executed on the _____ day of _____, 20_____; and

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

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

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

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

3. INDEMNIFICATION: The parties hereto agree that Vendor shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Vendor in the performance of their obligations under the terms of the original agreement or this addendum to agreement and Vendor agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by The Town, including but not limited to, court costs, civil judgments, assessments or any other reasonable fees associated therewith. In addition, Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private or public entities and, therefore, prohibits an agreement by the Town to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring the Town to indemnify or hold harmless Vendor or any other person or entity or any limitation of liability in favor of Vendor shall be deemed null, void and unenforceable against the Town under any and all circumstances.

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

5. TAX EXEMPTION: As a tax-exempt entity, the Town shall not be responsible for sales or use taxes incurred for products or services. The Town shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of the Town's tax

exemption certificate and Vendor shall assume all liability for such taxes, if any, that should be incurred.

6. NO ATTORNEY'S FEES: The parties hereto agree that The Town shall be in no event liable for any attorney's fees which Vendor may incur due to breach of the original agreement or this addendum agreement by either party; and further, The Town shall not acquiesce to any term of the original contract/agreement that indicates or infers The Town may or shall be responsible for the fees of another party or the Vendor's attorney fees.

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

8. FAILURE TO PERFORM: The parties agree, in the event Vendor fails to perform any obligation, other than with regards to the date of delivery, set out in the Agreement/Contract, the Town shall be reimbursed by Vendor for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the Town would have paid to Vendor to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Vendor shall have fifteen (15) business days after receipt of written notice from the Town to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided in the Agreement/Contract all deliveries shall be made to the Town no later than ninety (90) days from the date of the Agreement/Contract. The parties further agree that if Vendor, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time

of signing the Agreement/Contract, then the entire Agreement/Contract shall be voidable at the sole discretion of the Town. Should the Town elect to void the Agreement/Contract due to Vendor's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing the Agreement/Contract to meet the delivery deadline, then neither party shall be deemed to have breached the Agreement/Contract, and Vendor shall return all monies, within seven (7) business days, paid by the Town for the products/items that could not be delivered in the allotted time. This provision shall take propriety over any Force Majeure Clause contained within the Agreement/Contract.

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

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

11. SOFTWARE DEADLINE, TESTING AND ACCEPTANCE: If applicable to the Agreement, software provided by Vendor shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of the Agreement and this Addendum thereto, unless the Agreement states a specific date which is before or after said deadline. In Addition, software provided by Vendor to the Town is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets the Town's needs.

The Town shall have seven (7) business days after the software is installed to perform testing of the software using the Town's data. The Town shall provide Vendor with written notice of acceptance or rejection of the software five (5) business days or less after the end of the testing period. If the Town does not provide timely written notice of acceptance or rejection to Vendor, the software shall be deemed to be accepted by the Town. If the software is rejected, the Town may, at its sole discretion, either (1) return the software and receive a refund of all fees paid with respect thereto, or (2) allow Vendor to repair or replace the software, without charge, in a timely manner. In the event the Town elects to allow the Vendor to repair or replace the software, the Town shall have an additional (7) business days in which to accept or reject the software as laid out hereinabove.

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

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

14. CHANGES TO TERMS. Except as provided in Paragraph No. 13 above pertaining to Vendor's Privacy Policy, Vendor shall provide the Town written notice, sent in care of Town Attorney's Office, Smyrna, Tennessee, 315 South Lowry Street, Tennessee 37167, of any proposed change to the Agreement at least ninety (90) days

prior to being effective to the Town. The Town shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this Agreement. Vendor will refund to the Town any payment made by the Town to Vendor equal to the difference between the number of months the payment was intended for and the number of months remaining on Agreement that the fee was intended to cover.

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

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

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

18. NO PRESUMPTION AGAINST DRAFTER: The parties are both business entities having substantial experience with the subject matter of this

addendum, and each has fully participated in the negotiation and drafting of this addendum. Accordingly, this addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed addendum differs in any respect from any previous draft hereof.

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

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

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

VENDOR OR AGENT

VENDOR OR AGENT

MAYOR OF SMYRNA, TENNESSEE




FROM
HERE
TO
THERE



How do we move things on land, sea & air?

Explore the exciting world of movement on land, sea, and air. Through 20 hands-on, interactive exhibit stations including a hovercraft chair, a canal lock system, pneumatic air tubes, pulleys, levers, and hydraulics, visitors can learn more about the science of how we get *from here to there*.

SIZE
1,800-2,500 sf

SHIPPING
Inbound only | 1 truck
Accompanied by technical manual, educational materials, and marketing kit

From Here to There was developed by the Sciencenter, the Rochester Museum and Science Center and TEAMS collaborative. It was funded by the National Science Foundation (NSF)

LEARNING GOALS

- Gravity and motion affect transportation
- Simple machines help us accomplish work faster and more efficiently
- People can leverage the principles of physics to move aircraft, vehicles, and vessels

Sciencenter Traveling Exhibitions

- travelingexhibitions@sciencenter.org
- 607-272-0600 x128
- www.sciencenter.org/rentals

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.c.
Department: Utilities
Date: January 13, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with CBRE relative to the Stewart's Creek Gravity Sewer project re-appraisals.

Fiscal Impact:
$41,400

Contract Type:
Original Contract

Contract Term (if applicable):
N/A

Background:
Easement acquisition is required for the gravity sewer extension project down Stewart's Creek along Almaville Road to serve the Lyndwood development. This contract with CBRE is for re-appraisals for 23 easements that were previously completed. After meeting with TDEC environmental, significant changes to the original design were made, causing the need for re-appraisals of the 23 lots,

Summary:
CBRE to re-appraise 23 lots for the Stewart's Creek sewer expansion project due to significant plan revisions.

Recommended Council Action:
Staff recommends approval of the re-appraisal contract with CBRE.

Attachments:
1. CBRE Agreement

Proposal and Contract for Services

Brandon Malone, MAI, AI-GRS, R/W-AC
Vice President

Mike Strange
Director of Utilities
Town of Smyrna
315 S. Lowry Street
Smyrna, TN 37167
Phone: (615) 355-5711
Email: michael.strange@townofsmyrna.org

RE: Assignment Agreement:
Stewart Creek Gravity Sewer Project - Update Appraisals
Multiple Parcels
Smyrna, Rutherford, Tennessee 37167

Dear Mr. Strange:

We are pleased to submit this proposal and our Terms and Conditions for this assignment. It is our understanding that the appraisals are intended to be used for the acquisition of real estate in conjunction with the Stewart Creek Gravity Sewer Project. This proposal is for update appraisals to 23 of the properties due to significant plan revisions.

PROPOSAL SPECIFICATIONS

Client	Town of Smyrna
Purpose:	Market Value of real estate affected by the Stewart Creek Gravity Sewer Project.
Premise:	As-Is, current market value, excepting any increase or decrease on the fair market value of the subject created by the project in the valuation of the whole property before the acquisition (per Project Influence/Scope of the Project Rule). The acquisitions to be appraised are part of larger parcels.
Rights Appraised:	Fee Simple, Easement Rights, and Temporary Easement Rights, as needed, subject to existing encumbrances and restrictions. Unified Fee will be valued, meaning there will be no allocation of compensation between the landowner and potential tenants or estates.
Intended Use:	Negotiation and Acquisition for Public Project for the Stewart Creek Gravity Sewer Project.
Intended User:	Town of Smyrna, and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
Reliance:	Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgment required by CBRE or hereunder have been satisfied.

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	Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.
Inspection:	Contact with the property owner was attempted during the prior appraisals of the subject tracts. Contact with the property owner will not be attempted as part of the update process. The appraiser will conduct a physical inspection of the exterior of the subject property from the nearest public right of way.
Valuation Approaches:	Only the sales comparison approach for land and the cost approach for the affected improvements will be developed.
Valuation Scope:	Given the nature of the acquisition only land and affected improvements will be valued.
Report Type:	Standard Appraisal Report
Appraisal Standards:	USPAP, State Statutes, and Uniform Relocation Act
Appraisal Fee:	Total Fee: $41,400 If cancelled by either party before a completion, the fee will be based on CBRE's hourly rates for the time expended; plus actual expenses. This fee is applicable only to the number of parcels quoted in this engagement letter. Should the number of parcels in the project change this engagement must be supplemented. Any appraisal updates needed within 6 months of the effective date of the appraisal will require a supplemental engagement at a fee not to exceed 50% of the original fee. Any appraisal update beyond 6 months will require a supplemental engagement at a fee not to exceed the original fee.
Expenses:	Includes Expenses
Retainer:	No retainer fee is required
Payment Terms:	Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The full appraisal fee is considered earned upon delivery of the draft report. **The engagement will be invoiced for each portion of the assignment which has been** completed in each calendar month.
Delivery Instructions:	CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.

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An Adobe PDF file via email will be delivered to melissa.scott@townofsmyrna.org. The client has requested no hard copies.

Delivery Schedule:

Final Report: On or before January 31, 2026. This delivery date assumes receipt of the updated easement exhibits by December 31, 2025.

The client is on notice that delay of inspections or failure to provide the requested documentation can substantially delay delivery. An invoice will be submitted monthly for appraisals completed within each calendar month.

Start Date: The appraisal process will start upon receipt of your signed agreement and required data.

Acceptance Date: These specifications are subject to modification or withdrawal if this proposal is not accepted within **30** business days of the date of this letter.

Updates of Appraisals and Testimony: If expert witness testimony services are required, the current hourly rate for update of the appraisal report may be required. Testimony services will also be charged at the hourly rate of $300 per hour or the hourly rate applicable at that time. New engagements will be required for those services, if required.

The client is on notice that prior appraisal reports which were not developed for the intended use of condemnation, eminent domain, or acquisition for a public project are not suitable for use in a litigation setting and do not meet the intended use requirements for such assignments. Prior appraisal reports prepared by CBRE for other uses cannot be "readdressed" or "recertified" and a new appraisal assignment must be engaged.

Special Assumptions: The following assumptions are required for this assignment and approved by signing this engagement letter:

- The value of the real property before the acquisition shall not include value changes caused by the Project.
- The appraisal of the remainder after the acquisition is conducted under the hypothetical condition that the project is complete as of the effective date of the appraisal.

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When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties, including all intended users, hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,
CBRE, Inc.
Valuation & Advisory Services

Michael B. Malone

Brandon Malone, MAI, AI-GRS, R/W-AC
Vice President
As Agent for CBRE, Inc.
T (615) 248-1124
brandon.malone@cbre.com

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PROPERTY LIST (cont.)		
Parcel Number	**Property Location**	**Appraisal Fee**
ALEXANDER AND BROOKE PULIDO	449 MCAMOORE DR, Smyrna, TN 37167	$1,800
THOMAS KAIN	445 MCAMOORE DR, Smyrna, TN 37167	$1,800
KAREN AND ANTHONY CARR	441 MCAMOORE DR, Smyrna, TN 37167	$1,800
JON WILLIAMSON	544 WILMOORE CT, Smyrna, TN 37167	$1,800
DONNA CHERRY	548 WILMOORE CT, Smyrna, TN 37167	$1,800
JAMIE ROBERSON	539 WILMOORE CT, Smyrna, TN 37167	$1,800
JIMMY AND SHELIA HAYES	535 WILMOORE CT, Smyrna, TN 37167	$1,800
RIGOBERTO AND MARROQUIN SANTOS	531 WILMOORE CT, Smyrna, TN 37167	$1,800
GAYTHA INGRAM	537 WILMOORE CT, Smyrna, TN 37167	$1,800
LISA HEWITT	201 PEEBLES DR, Smyrna, TN 37167	$1,800
CHING AND EARL RICH	205 PEEBLES DR, Smyrna, TN 37167	$1,800
JAMES BRYANT GRIFFIN	207 PEEBLES DR, Smyrna, TN 37167	$1,800
CHAFFRON MCCARTY AND CASPER CORDER	209 PEEBLES DR, Smyrna, TN 37167	$1,800
CHARLE THOMAS BYRD	219 PEEBLES DR, Smyrna, TN 37167	$1,800
CARL AND SANDRA DAVIS	223 PEEBLES DR, Smyrna, TN 37167	$1,800
WILLIAM AND RENA LUNDERS	342 ALDEN COVE DR, Smyrna, TN 37167	$1,800
RHONDA JEAN BROWN	8308 STEWARTS BEND DR, Smyrna, TN	$1,800
RANDY AND TERRI GOWLER	8314 STEWARTS BEND DR, Smyrna, TN	$1,800
DANNY AND KATHY TEDDER	8318 STEWARTS BEND DR, Smyrna, TN	$1,800
GARY AND DEBRA UPLEGER	8324 STEWARTS BEND DR, Smyrna, TN	$1,800
LEE GRAF	8328 STEWARTS BEND DR, Smyrna, TN	$1,800
WILLIAM DANIEL AND WHITNEY SHAY SULLIVAN	8332 STEWARTS BEND DR, Smyrna, TN	$1,800
JOHN AND LINDA HAGAN	8344 STEWARTS BEND DR, Smyrna, TN	$1,800
Engagement Total		$41,400

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AGREED AND ACCEPTED

FOR TOWN OF SMYRNA ("CLIENT"):

Signature	Date
Mike Strange	Director of Utilities
Name	Title
(615) 355-5711	michael.strange@townofsmyrna.org
Phone Number	E-Mail Address

Please indicate to whom invoices are to be sent, if not the above signatory:

Name	Title
Phone Number	E-Mail Address

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TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an assignment agreement (the "Agreement") for appraisal services ("Services") between CBRE, Inc. ("CBRE") and the client signing this Agreement and for whom the Services will be performed (the "Client") for the property identified herein (the "Property") and shall be deemed a part of such Agreement as though fully set forth therein. In addition, with respect to any appraisal report prepared by CBRE pursuant to the Agreement (the "Report"), any use of, or reliance on, the Report by any Intended User constitutes acceptance of these Terms and Conditions as well as acceptance of all qualifying statements, limiting conditions, and assumptions stated in the Report. The Agreement shall be governed and construed by the laws of the state where the CBRE office executing this Agreement is located without regard to conflicts of laws principles.

2. Client shall be responsible for the payment of all fees stipulated in this Agreement. Payment of the fees and preparation of the Report are not contingent upon any predetermined value or on any action or event resulting from the analyses, opinions, conclusions, or use of the Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft Report is requested, the fee is considered earned upon delivery of the draft Report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed Report. In such event, the Client is obligated to pay CBRE for the time and expenses incurred (including, but not limited to, travel expenses to and from the job site) prior to the effective date of cancellation, with a minimum charge of N/A. Hard copies of the Reports are available at a cost of $250 per original color copy and $100 per photocopy (black and white), plus shipping fees of $30 per Report.

3. If CBRE is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls and conferences (except routine meetings, phone calls and conferences with the Client for the sole purpose of preparing the Report), litigation, or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this assignment, the Report, CBRE's expertise, or the Property, Client shall pay CBRE's additional out-of-pocket costs and expenses, including but not limited to CBRE's reasonable attorneys' fees, and additional time incurred by CBRE based on CBRE's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Report), meeting participation, and CBRE's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional Services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed Report has been delivered to Client at the time of such request.

4. CBRE shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 5 days written notice.

5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the CBRE office executing this Agreement is located. **EACH PARTY, AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO THIS AGREEMENT.**

6. CBRE assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for CBRE to prepare a valid Report hereunder. Client acknowledges that such additional expertise is not covered in the fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.

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7. Client acknowledges that CBRE is being retained hereunder as an independent contractor to perform the Services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and CBRE. Unless otherwise stated in this Agreement, Client shall not designate or disclose CBRE or any of its agents or employees as an expert or opinion witness in any court, arbitration, or other legal proceedings without the prior written consent of CBRE.

8. This assignment shall be deemed concluded and the Services hereunder completed upon delivery to Client of the Report discussed herein.

9. All statements of fact in the Report which are used as the basis of CBRE's analyses, opinions, and conclusions will be true and correct to CBRE's actual knowledge and belief. CBRE does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to CBRE by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, CBRE DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO CBRE. Furthermore, the conclusions and any permitted reliance on and use of the Report shall be subject to the assumptions, limitations, and qualifying statements contained in the Report.

10. CBRE shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Report will not constitute a survey of the Property analyzed.

11. Client shall provide CBRE with such materials with respect to the assignment as are requested by CBRE and in the possession or under the control of Client. Client shall provide CBRE with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.

12. The data gathered in the course of the assignment (except data furnished by Client, "Client Information") and the Report prepared pursuant to the Agreement are, and will remain, the property of CBRE. With respect to Client Information provided by Client, CBRE shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential and proprietary Client Information furnished to CBRE. Notwithstanding the foregoing to the contrary, CBRE is authorized by Client to disclose all or any portion of the Report and related data as may be required by applicable law, statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CBRE or its employees and agents to comply with the Bylaws and Regulations of the Appraisal Institute as now or hereafter in effect.

13. Unless specifically noted, in preparing the Report CBRE will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Materials") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there are no major or significant repairs, improvements or deferred maintenance of the Property that would require the expertise of a professional cost estimator, engineer, architect or contractor. If any such repairs, improvements or maintenance are needed, the estimates for such repairs, improvements or maintenance are to be prepared by other parties pursuant to a separate written agreement in Client's sole discretion and direction, and are not deemed part of the Services or otherwise covered as part of the fee hereunder.

14. In the event Client intends to use the Report in connection with a tax matter, Client acknowledges that CBRE provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Report. Client agrees that CBRE shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages

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or other compensation from CBRE relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.

15. **LIMITATION OF LIABILITY**. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY:

(A) EXCEPT TO THE EXTENT ARISING FROM SECTION 16, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER PARTY, FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR OTHER EXEMPLARY LOSSES OR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OR THE CAUSE THEREOF.

(B) EXCEPT TO THE EXTENT ARISING FROM SECTION 16, OR SECTION 17 IF APPLICABLE, AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES AND COSTS REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO CBRE UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS ($10,000).

(C) CBRE SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS, DAMAGE, CLAIM OR EXPENSE INCURRED BY OR ASSERTED AGAINST CLIENT ARISING OUT OF, BASED UPON OR RESULTING FROM CLIENT'S OR ANY INTENDED USER'S FAILURE TO PROVIDE ACCURATE OR COMPLETE INFORMATION OR DOCUMENTATION PERTAINING TO ANY SERVICES OR REPORT ORDERED UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING CLIENT'S OR ANY INTENDED USER'S FAILURE, OR THE FAILURE OF ANY OF CLIENT'S OR ANY INTENDER USER'S RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PRINCIPALS, AGENTS OR EMPLOYEES, TO PROVIDE A COMPLETE AND ACCURATE COPY OF THE REPORT TO ANY THIRD PARTY. CBRE SHALL HAVE NO LIABILITY WHATSOEVER FOR REPORTS OR DELIVERABLES THAT ARE SUBMITTED IN DRAFT FORM.

(D) THE LIMITATIONS OF LIABILITY IN SUBSECTIONS 15(A) AND 15(B) ABOVE SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

16. (a) Client shall not disseminate, distribute, make available or otherwise provide any Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Report, in whole or in part, in any offering, including, but not limited to any offering of the Property or any securities offering as defined by applicable law, or other material intended for review by other third parties) except (i) to any third party (a) identified in the Agreement as an Intended User subject to the terms and conditions of this Agreement or (b) otherwise expressly acknowledged in a separate writing executed by CBRE, such third party and Client, setting forth that such third party is an "Intended User" of the Report and providing CBRE with an acceptable release from such third party with respect to such Report or wherein Client provides acceptable indemnity protections to CBRE against any claims resulting directly from the distribution of the Report to such third party; (ii) to any third party service provider (including accountants, attorneys, rating agencies and auditors) using the Report in the course of providing Services for the sole benefit of an Intended User and limited to the Intended Use of the Report as defined in this Agreement, or (iii) to the extent required by applicable law, statute, government regulation, legal process, or judicial decree.

(b) In the event CBRE consents, in writing, to Client incorporating or referencing the Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such other materials available to any such parties unless and until Client has provided CBRE with complete copies of such offering or other materials and CBRE has approved the inclusion of the Report, or reference to the Report and/or CBRE, in such offering and other materials in writing. Further, CBRE's consent to such inclusion of the Report, or reference to the Report and/or CBRE, in any securities offering is subject to (i) CBRE's and CBRE's securities counsel's review and approval, in writing, of any inclusion of the Report, or reference to the Report and/or CBRE, in such securities offering; (ii) Client shall not modify the Report, any such inclusion of or reference to the Report and/or CBRE in such securities offering

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once approved by CBRE and its securities counsel in writing; and (iii) Client shall reimburse CBRE for its out-of-pocket costs and expenses, including attorneys' fees, arising from legal review of such securities offering and related materials on CBRE's behalf.

(c) In the absence of satisfying the conditions of this Section 16 with respect to any party who is not designated as an Intended User, in no event shall the receipt of a Report by such party extend any right to the party to use and rely on such Report, and CBRE shall have no liability for such unauthorized use and reliance on any Report.

(d) In the event Client breaches the provisions of this Section 16, Client shall indemnify, defend and hold CBRE and its affiliates and their officers, directors, employees, contractors, agents and other representatives (CBRE and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Report.

17. In the event Client incorporates or references the Report or Summary Data, in whole or in part, in any offering, including, but not limited to any offering of the Property or any securities offering as defined by applicable law, or other material intended for review by other parties, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the Report or the engagement of or performance of Services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Report or Summary Data, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of CBRE (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.

18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with Section16 and Section 17, CBRE and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement, (b) any Services or Reports under this Agreement or (c) any acts or conduct relating to such Services or Reports, shall be filed within two (2) years from the date of delivery to Client of the Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

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19. Miscellaneous.

(a) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement may not be amended, modified or discharged, nor may any of its terms be waived except by written agreement of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

(b) Neither party shall assign this Agreement in whole or in part (other than by operation of law) to any person or entity without the prior written consent of the other party. Subject to the foregoing, this Agreement and all of its provisions shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

(c) No consent or waiver, either expressed or implied, by a party to or of any breach or default, shall be construed to be a consent or waiver to or of any other breach or default in the performance of any obligations hereunder. Failure of a party to complain or declare the other party in default shall not constitute a waiver by such party of rights and remedies hereunder.

(d) Except as hereinafter provided, no delay or failure in performance by a party shall constitute a default hereunder to the extent caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, CBRE promptly shall notify Client. Once the Force Majeure event ceases, CBRE shall resume performance of the Services as soon as possible. As used herein, "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, fire, acts of terrorism, catastrophes, changes in laws, condemnation of property, governmental actions or delays, national emergency, war, civil disturbance, floods, unusually severe weather conditions, endemic or pandemic, or other acts of God. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a party's control.

(e) Any provision of this Agreement that, by its language, contemplates performance or observation subsequent to any termination or expiration of this Agreement shall survive such termination or expiration and shall continue in full force and effect.

(f) If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified, if possible, to fulfill the intent of the parties reflected in the original provision. The remainder of this Agreement, or the application of such provision to person or circumstance other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. **PLEASE NOTIFY US IMMEDIATELY IF ANY OTHER CBRE SERVICE LINE (INCLUDING CAPSTONE) IS INVOLVED IN THE BROKERAGE, FINANCING, INVESTMENT OR MANAGEMENT OF THIS ASSET.**
2. Project maps and surveys not previously provided.
3. Easement exhibits and legal descriptions.

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Brandon Malone, MAI, AI-GRS, R/W-AC
Vice President
brandon.malone@cbre.com

CBRE, Inc.
Valuation & Advisory Services
222 2nd Avenue S., Suite 1800
Nashville, TN 37201

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Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.d.
Department: Utilities
Date: January 13, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with the City of LaVergne for the Blair Road Gas Relocation Project.

Fiscal Impact:
$272,111

Contract Type:
Original Contract

Contract Term (if applicable):

Background:
LaVergne is constructing a road widening project on Blair Road. Smyrna has gas facilities that will have to be relocated within the road project. Mr. Peach worked on the agreement with LaVergne's attorney and the agreement has already been approved by LaVergne's council. The cost of $272,111 is already covered under the current FY26 capital budget.

Summary:
The attached contract with LaVergne is to relocate gas facilities within the road project.

Recommended Council Action:
Staff recommends approval of the agreement with LaVergne.

Attachments:
1. Agreement w-City of LaVergne (Blair Road Gas Relocation)
2. Blair-Road-West-Extension-and-Widening

LA VERGNE
TENNESSEE
Engineering Department

City of La Vergne Engineering Department
1500 E Nir Shreibman Boulevard
La Vergne, TN 37086
615-287-8703

Mr. Mark Parker
Smyrna Utilities
315 Lowry Street
Smyrna, TN 37167

Dear Mark:

Attached is the Natural Gas Installation agreement which has been signed by La Vergne's mayor. Please have Mayor Reed sign it and call me when I can pick up a copy.

Y'all apparently have shut off our ability to swap e-mails since our cybersecurity incident.

Sincerely,
City of La Vergne

Gary Lide PE
City Engineer

NATURAL GAS INSTALLATION

AGREEMENT FOR INSTALLATION AND CONSTRUCTION OF NATURAL GAS UTILITY LINES AND FACILITIES

WHEREAS, the Town of Smyrna is responsible for the relocation of natural gas facilities within the city limits of La Vergne, Tennessee, for utility purposes as a result of improvements to Blair Road; and

WHEREAS, the City of La Vergne agrees to facilitate the installation and construction of natural gas utility lines and facilities on Blair Rd. in La Vergne, Tennessee; and

WHEREAS, the Town of Smyrna agrees to reimburse the City of La Vergne for the costs incurred in installing and constructing the natural gas lines relocation on Blair Road;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

This Agreement ("Agreement") is entered into as of _____ by and between the Town of Smyrna, a municipal corporation organized under the laws of the State of Tennessee ("Smyrna"), and the City of La Vergne, a municipal corporation organized under the laws of the State of Tennessee ("La Vergne").

RECITALS

1. Scope of Work

The City of La Vergne shall oversee the installation and construction of natural gas utility lines and facilities on Blair Rd. in La Vergne, Tennessee. The work shall be performed by a third-party contractor selected by La Vergne. The Town of Smyrna shall provide inspections for all gas utility work performed under this Agreement.

2. Project Payment

2.2 The City of La Vergne shall invoice the Town of Smyrna. Each invoice shall include detailed documentation of costs for materials, labor, installation and construction associated.

2.3 The Town of Smyrna shall pay each invoice within thirty (30) days of receipt, contingent upon the invoice containing adequate supporting documentation and Smyrna's reasonable satisfaction with the completed work covered by such invoice.

2.4 The total cost of the project shall not exceed Two Hundred Seventy-Two Thousand One Hundred Eleven Dollars ($272,111), which includes the base bid amount of $259,153 and a five percent (5%) contingency of $12,958.

3. Additional Costs

In the event that the actual costs exceed the projected costs such that the total project cost would exceed $272,111, the City of La Vergne shall obtain prior written approval from the Town of Smyrna before proceeding with any additional work.

4. Timeline

All work shall be completed in accordance with the timelines established by the third-party contractor, subject to any force majeure events, which shall include, but not be limited to, acts of God, war, terrorism, pandemics, epidemics, government orders, labor strikes, material shortages, and other circumstances beyond La Vergne's reasonable control.

5. Governing Law / Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of competent jurisdiction located in Rutherford County, Tennessee. Each party hereby irrevocably submits to the jurisdiction of such courts for purposes of any such action or proceeding and waives any objection to venue laid therein.

6. Entire Agreement

This Agreement, including all exhibits and attachments hereto, constitutes the entire agreement between Smyrna and La Vergne regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

7. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

----------Intentionally Left Blank----------

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TOWN OF SMYRNA

By: _____

Name: Mary Esther Reed

Title: Mayor

Date: _____

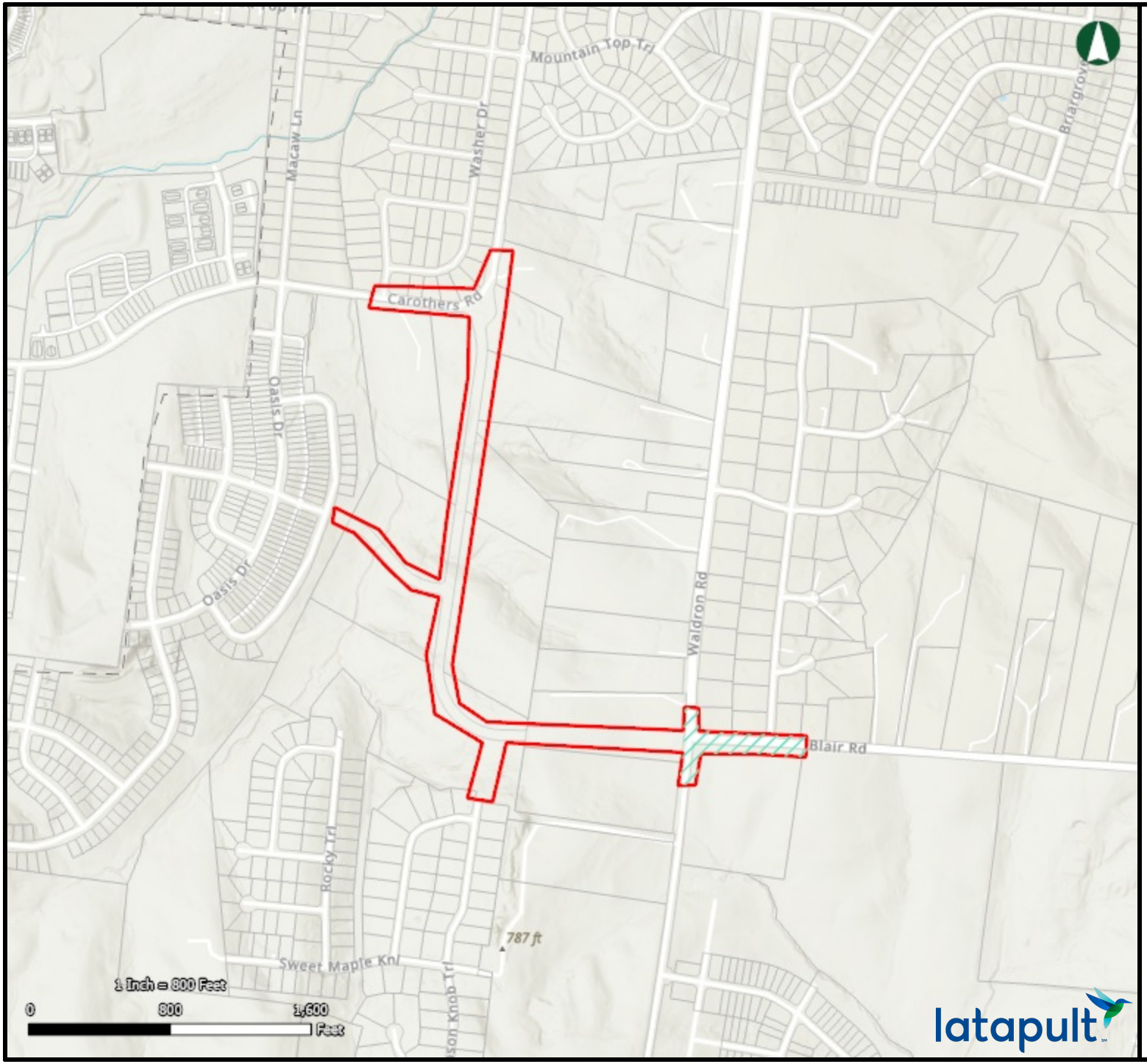
CITY OF LA VERGNE

By: Jason Cole

Name: Jason Cole

Title: Mayor

Date: 12-4-25



THOMAS & HUTTON

Blair Road West Extension and Widening

12/31/2025

Parcels

Roadway Project Extents

Smyrna Gas Relocation Extents

This map was created using Latapult | www.latapult.com | Bigger Data Faster Maps Stronger Decisions

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.e.
Department: Utilities
Date: January 13, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with James N. Bush Construction, Inc. relative to the Enon Springs Water Line Replacement project.

Fiscal Impact:
$315,614

Contract Type:
Original Contract

Contract Term (if applicable):

Background:
This project for water line replacement on Enon Springs Road is a result of multiple leaks on Enon Springs from Old Nashville Hwy to Mason Tucker. This was bid on December 11, 2025, and the low bidder was Bush Construction. The amount in the FY26 capital budget is $1,000,000. References have been verified by Thomas & Hutton, and they have recommended the low bidder for the work. This is a 120-day project and would begin in early February, pending council approval.

Summary:
Replace water line on Enon Springs from Old Nashville Hwy to Mason Tucker because of numerous leaks on the old line.

Recommended Council Action:
Staff recommends approval of Bush Construction as the low bidder for the project.

Attachments:
1. Smyrna Enon Springs WL Improvements - Award Recommendation Letter 12182025

December 18, 2025 File No. 28299.0044

Mr. Mark Parker
Town of Smyrna, Assistant Utility Director
315 S Lowry St
Smyrna, TN 37167

RE: TOWN OF SMYRNA, TENNESSEE
ENON SPRINGS WATER LINE IMPROVEMENTS
BID REVIEW AND AWARD RECOMMENDATION

Dear Mr. Parker:

As you are aware, bids for the construction of the above-referenced project were received by the Town of Smyrna, on December 11, 2025, at 9:30 A.M. (CST). Six contractors submitted bids for the project, including Hawkins & Price Construction LLC, Jarrett Builders Inc, John T. Hall Construction Inc, TBU Tenn LLC, West Farms & Construction LLC, and James N. Bush Construction, Inc. After reviewing the submitted bids, Thomas & Hutton (T&H) has developed the attached bid tabulation of the submitted bids.

James N. Bush Construction, Inc. of Silver Point, Tennessee, submitted an apparent low bid in the amount of $315,614.00. T&H has reviewed the “Project Bid Package” as submitted by James N. Bush Construction, Inc. and finds it to be in good order. T&H has called project references and received positive feedback on the contractor’s work performance and work history.

Therefore, T&H recommends the award of this project to James N. Bush Construction, Inc. in the amount of $315,614.00. Should you have any questions or comments please give me a call.

Sincerely
THOMAS & HUTTON

Ryan Chamblee

Ryan Chamblee, P.E., Project Manager

cc: Mike Strange, Utility Director
Olivia Eskander, T&H Project Manager

TOWN OF SMYRNA, TENNESSEE
ENON SPRINGS WATER LINE IMPROVEMENTS
BID TABULATION



Bid Opening Date: December 11, 2025 9:30 AM
Lowest Bidder: James N. Bush Construction, Inc
Lowest Bid Amount: $315,614.00

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	James N. Bush Construction, Inc		Hawkins & Price, LLC		Jarrett Builders, Inc		John T. Hall Construction, Inc		TBU Tenn, LLC		West Farms & Construction, LLC	
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	8 IN C-900 DR 14 WATER LINE	LF	1620	$117.00	$189,540.00	$336.00	$544,320.00	$194.50	$315,090.00	$220.00	$356,400.00	$235.00	$380,700.00	$121.10	$196,182.00
2	6 IN C-900 DR 14 WATER LINE	LF	30	$120.00	$3,600.00	$130.00	$3,900.00	$100.00	$3,000.00	$200.00	$6,000.00	$230.00	$6,900.00	$84.75	$2,542.50
3	2 IN PVC SCH 80	LF	10	$60.00	$600.00	$85.00	$850.00	$86.00	$860.00	$100.00	$1,000.00	$150.00	$1,500.00	$69.25	$692.50
4	3/4 IN PEXa SERVICE PIPE	LF	60	$50.00	$3,000.00	$80.00	$4,800.00	$82.00	$4,920.00	$40.00	$2,400.00	$85.00	$5,100.00	$59.35	$3,561.00
5	RECONNECT EXISTING SERVICE ASSEMBLY	EACH	2	$1,800.00	$3,600.00	$1,000.00	$2,000.00	$2,567.00	$5,134.00	$1,500.00	$3,000.00	$4,500.00	$9,000.00	$2,155.00	$4,310.00
6	3/4 IN SERVICE METER ASSEMBLY	EACH	2	$2,500.00	$5,000.00	$2,000.00	$4,000.00	$3,167.00	$6,334.00	$2,500.00	$5,000.00	$2,500.00	$5,000.00	$1,256.00	$2,512.00
7	8 IN GATE VALVE ASSEMBLY	EACH	2	$3,700.00	$7,400.00	$4,000.00	$8,000.00	$2,708.00	$5,416.00	$3,500.00	$7,000.00	$6,500.00	$13,000.00	$3,936.00	$7,872.00
8	FIRE HYDRANT ASSEMBLY	EACH	1	$11,000.00	$11,000.00	$14,000.00	$14,000.00	$9,726.50	$9,726.50	$9,000.00	$9,000.00	$9,500.00	$9,500.00	$12,151.50	$12,151.50
9	CONNECT TO EXISTING 6 IN WATER LINE	EACH	2	$7,500.00	$15,000.00	$30,000.00	$60,000.00	$4,764.00	$9,528.00	$11,500.00	$23,000.00	$8,500.00	$17,000.00	$2,816.00	$5,632.00
10	CONNECT TO EXISTING 2 IN WATER LINE	EACH	1	$3,500.00	$3,500.00	$1,300.00	$1,300.00	$2,232.00	$2,232.00	$2,500.00	$2,500.00	$8,500.00	$8,500.00	$994.25	$994.25
11	D.I. FITTINGS	LBS	677	$12.00	$8,124.00	$43.00	$29,111.00	$17.50	$11,847.50	$12.00	$8,124.00	$12.00	$8,124.00	$10.50	$7,108.50
12	BORE AND JACK 20 IN STEEL CASING PIPE	LF	70	$695.00	$48,650.00	$1,330.00	$93,100.00	$1,496.00	$104,720.00	$1,250.00	$87,500.00	$1,500.00	$105,000.00	$1,048.00	$73,360.00
13	RETIRE EXISTING GATE VALVE ASSEMBLY	EACH	3	$1,000.00	$3,000.00	$1,400.00	$4,200.00	$379.00	$1,137.00	$500.00	$1,500.00	$1,200.00	$3,600.00	$1,627.00	$4,881.00
14	RETIRE IN PLACE EXISTING WATER LINE	LF	1700	$8.00	$13,600.00	$9.00	$15,300.00	$4.00	$6,800.00	$5.00	$8,500.00	$5.00	$8,500.00	$2.45	$4,165.00
			TOTAL		**$315,614.00**		**$784,881.00**		**$486,745.00**		**$520,924.00**		**$581,424.00**		**$325,964.25**

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.f.
Department: Utilities
Date: January 13, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Jarrett Builders, Inc. relative to Golf Course Water Line Extension/Connection.

Fiscal Impact:
$206,702

Contract Type:
Original Contract

Contract Term (if applicable):
45 days

Background:
This project originated with work the Airport Authority was conducting on one of its runways, and it was determined that the location of the water line created a utility conflict with the runway. The existing water line feeds directly across the end of their runway to the front 9 of the golf course.

Summary:
The project will tie to the 24" water line on Sam Ridley and run through the golf course, set a meter, and tie to the existing line. The contractor will also disconnect the line feeding from the airbase and at the golf course fence, removing any issues with the runway. There will be no impacts to the airbase. This is not budgeted but can be absorbed with the $684,386 in savings from budget v. actual costs for the Enon Springs water line project. References have been verified by Thomas & Hutton and they recommend awarding the construction contract to Jarrett Builders.

Recommended Council Action:
Staff recommends approval of Jarrett Builders, Inc as the low bidder.

Attachments:
1. Smyrna Golf Course Water Line - Award Recommendation Letter 12182025

December 18, 2025 File No. 28299.0017

Mr. Mark Parker
Town of Smyrna, Assistant Utility Director
315 S Lowry St
Smyrna, TN 37167

RE: TOWN OF SMYRNA, TENNESSEE
GOLF COURSE WATER LINE
BID REVIEW AND AWARD RECOMMENDATION

Dear Mr. Parker:

As you are aware, bids for the construction of the above-referenced project were received by the Town of Smyrna, on December 11, 2025, at 10:00 A.M. (CST). Five contractors submitted bids for the project, including Hawkins & Price Construction LLC, Jarrett Builders Inc, John T. Hall Construction Inc, TBU Tenn LLC, and West Farms & Construction LLC. After reviewing the submitted bids, Thomas & Hutton (T&H) has developed the attached bid tabulation of the submitted bids.

Jarrett Builders, Inc. of Nashville, Tennessee, submitted an apparent low bid in the amount of $206,702.00. T&H has reviewed the “Project Bid Package” as submitted by Jarrett Builder, Inc. and finds it to be in good order. Along with submitted project history and references, T&H is currently the engineer of record for a project in the City of Spring Hill being constructed by Jarrett Builders, Inc. The Contractor has performed satisfactory work with good attention to detail, keeping a clean project area to reduce impacts to property owners.

Therefore, T&H recommends the award of this project to Jarrett Builders, Inc. in the amount of $206,702.00. Should you have any questions or comments please give me a call.

Sincerely
THOMAS & HUTTON

Ryan Chamblee, P.E., Project Manager

cc: Mike Strange, Utility Director
Olivia Eskander, T&H Project Manager

TOWN OF SMYRNA, TENNESSEE
GOLF COURSE WATER LINE
BID TABULATION



Bid Opening Date: December 11, 2025 10:00 AM
Lowest Bidder: Jarrett Builders, Inc
Lowest Bid Amount: $206,702.00

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Jarrett Builders, Inc		Hawkins & Price, LLC		John T. Hall Construction, Inc		TBU Tenn, LLC		West Farms & Construction, LLC	
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	8 IN C-900 DR 14 WATER LINE	LF	353	$154.00	$54,362.00	$196.00	$69,188.00	$220.00	$77,660.00	$215.00	$75,895.00	$135.45	$47,813.85
2	6 IN C-900 DR 14 WATER LINE	LF	200	$114.50	$22,900.00	$162.00	$32,400.00	$200.00	$40,000.00	$215.00	$43,000.00	$84.00	$16,800.00
3	4 IN C-900 DR 14 WATER LINE	LF	70	$117.00	$8,190.00	$130.00	$9,100.00	$200.00	$14,000.00	$190.00	$13,300.00	$86.00	$6,020.00
4	2 IN PEXa SERVICE PIPE	LF	5	$292.00	$1,460.00	$95.00	$475.00	$40.00	$200.00	$100.00	$500.00	$74.00	$370.00
5	2 IN WATER SERVICE METER ASSEMBLY	EACH	1	$6,058.00	$6,058.00	$8,500.00	$8,500.00	$6,500.00	$6,500.00	$1,500.00	$1,500.00	$6,794.50	$6,794.50
6	CONNECT TO EXISTING 4 IN WATER LINE	EACH	1	$4,793.00	$4,793.00	$3,900.00	$3,900.00	$4,000.00	$4,000.00	$6,500.00	$6,500.00	$903.90	$903.90
7	D.I. FITTINGS	EACH	700	$7.00	$4,900.00	$16.00	$11,200.00	$12.00	$8,400.00	$10.00	$7,000.00	$9.35	$6,545.00
8	5-1/4 IN FIRE HYDRANT ASSEMBLY	EACH	3	$9,362.50	$28,087.50	$13,000.00	$39,000.00	$9,000.00	$27,000.00	$9,500.00	$28,500.00	$10,975.00	$32,925.00
9	8 IN GATE VALVE	EACH	1	$2,708.00	$2,708.00	$4,300.00	$4,300.00	$3,500.00	$3,500.00	$6,500.00	$6,500.00	$3,770.00	$3,770.00
10	6 IN GATE VALVE	EACH	1	$1,902.00	$1,902.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$5,500.00	$5,500.00	$2,909.00	$2,909.00
11	4 IN GATE VALVE	LBS	2	$1,612.50	$3,225.00	$2,600.00	$5,200.00	$2,800.00	$5,600.00	$4,500.00	$9,000.00	$2,571.00	$5,142.00
12	2 IN GATE VALVE	LF	1	$1,444.00	$1,444.00	$2,100.00	$2,100.00	$2,000.00	$2,000.00	$3,500.00	$3,500.00	$2,236.50	$2,236.50
13	24 IN TAPPING SLEEVE AND 8 IN GATE VALVE	EACH	1	$36,442.00	$36,442.00	$30,300.00	$30,300.00	$30,000.00	$30,000.00	$12,500.00	$12,500.00	$26,017.00	$26,017.00
14	CUT AND CAP EXISTING WATER LINES (ALL SIZES)	LF	2	$4,604.00	$9,208.00	$3,400.00	$6,800.00	$3,000.00	$6,000.00	$6,500.00	$13,000.00	$390.00	$780.00
15	ASPHALT REPAIR	EACH	300	$37.00	$11,100.00	$195.00	$58,500.00	$20.00	$6,000.00	$25.00	$7,500.00	$85.00	$25,500.00
16	BERMUDA TIFWAY 419 SOD REPLACEMENT	LF	6,615	$1.50	$9,922.50	$13.00	$85,995.00	$5.00	$33,075.00	$9.00	$59,535.00	$9.55	$63,173.25
			TOTAL		**$206,702.00**		**$369,958.00**		**$266,935.00**		**$293,230.00**		**$247,700.00**

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.g.
Department: Fire Department
Date: January 13, 2026

Subject:
Approval of the Fire Department Administrative Policies and Procedures Manual.

Fiscal Impact:
None

Contract Type:

Contract Term (if applicable):

Background:
The Fire Department has developed a comprehensive Policies and Procedures Manual to provide clear guidance on departmental operations, employee conduct, administrative processes, and compliance with the Town of Smyrna Employee Handbook as well as applicable laws and standards. This manual consolidates and updates existing directives into a single, consistent document to ensure uniform application across all divisions and shifts, enhance accountability, and clarify expectations.

Summary:
The proposed Administrative Policies and Procedures Manual (AP&P) represents the first comprehensive administrative policy manual specific to the Smyrna Fire Department, and formalizes expectations that were/are addressed through a combination of Town policies, standalone directives, memorandums, and informal practices. The manual was developed through a collaborative process that included employee input, peer-led committees, feedback from senior staff, and consideration of industry best practices, ensuring the document reflects both operational realities and contemporary fire service standards.

This AP&P is designed as a fire department–specific companion to the Town of Smyrna Employee Handbook, which is referenced throughout the document to ensure alignment with Town-wide personnel policies while addressing the unique operational, staffing, and emergency response requirements of the fire department.

Key areas addressed include baseline job and certification requirements, expectations for professional conduct and adherence to the chain of command, and guidance for staffing practices such as work schedules, leave management, and duty exchanges. The manual also establishes consistent frameworks for training and fitness participation, performance evaluations, and progressive discipline to promote fairness, accountability, and corrective action when necessary.

Additionally, the manual reinforces operational readiness and public trust through standards related to station routines, care and use of Town property and vehicles, media and social media communications, and uniform and grooming expectations. Overall, this new AP&P strengthens organizational consistency, risk management, and service delivery while aligning fire department operations with Town policy and recognized fire service best practices.

The proposed policy manual has been reviewed and approved by Town Attorney Jeff Peach and HR Director Jeff Craig. The department will continue to maintain the document and recommend future administrative updates as needed to remain current with Town policy, best practices, and applicable regulatory requirements.

Recommended Council Action:
Staff requests Town Council approval of the Smyrna Fire Department Policies and Procedures Manual.

Attachments:

1. Smyrna Administrative Policies and Procedures 1-2026
2. Smyrna_Fire_Department_Policies_Executive_Summary



TOWN OF SMYRNA FIRE DEPARTMENT

ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

Drafted October 2025

Introduction

A Fire Department is judged by the performance and conduct of each individual firefighter. Therefore, all firefighters shall strive to provide the highest level of service possible.

One of the many responsibilities undertaken is the enforcement of Town ordinances and the laws of the State of Tennessee. In accepting a position as firefighter, one becomes a part of Municipal and State government.

It shall be the responsibility of all Smyrna Firefighters to familiarize themselves with, and conform to, the policies, procedures, rules and regulations contained within this manual. This will not only make the employee a valuable asset to the Department and to the community, but will also prove to be a valuable asset to the firefighter who is seeking promotion to a higher rank in the department.

Oath of Office

I, [Name], do solemnly swear (or affirm) to serve with integrity, honor, and courage as a firefighter with the Smyrna Fire Department. That I will uphold the values of professionalism, compassion, and accountability; to respect my fellow firefighters; to collaborate with all public safety partners; and to remain committed to continuous improvement and excellence in the fire service.

I will place the needs of the community above my own, to protect life and property, and to serve the people of Smyrna with dedication, empathy, and an unwavering commitment.

I will support and uphold the Constitution and laws of the United States, the State of Tennessee, and the ordinances of the Town of Smyrna, and I will faithfully discharge the duties of my position.

Code of Ethics

To recognize and adhere to the obligations, duties and honor of my chosen profession as a firefighter.

To encourage the prevention of fires and other tragedies by practicing a high level of code enforcement and public safety education.

To protect life and property from the ravages of fire and other tragedies and avoid jeopardizing the safety of my fellow firefighters.

To have a personal obligation to maintain the highest level of training and personal physical fitness, which will enable me to effectively and efficiently perform the duties of my job as a Firefighter.

To set high standards for myself, refrain from destructive criticism, and be a team player.

To conduct my personal and official affairs so as to inspire public confidence and avoid disfavor to myself and the Smyrna Fire Department.

To always speak the truth and to keep my personal beliefs from influencing my decisions or activities.

To avoid participation in illegal activities and avoid affiliations that will conflict with my position as a firefighter.

To pledge my loyalty to the Town of Smyrna, the Smyrna Fire Department, my supervisors, and fellow firefighters.

MISSION STATEMENT

TBD

TABLE OF CONTENTS

SECTION 1 3

Administrative Policies 4

Definitions 4

Organizational Chart 9

Updating Manual 10

SECTION 2. 11

Job Requirements 12
Certification 12
Promotion 12
In-Service Training 12
Physical Fitness 13
Living Radius 13
Off-Duty Employment 13
Work Schedule 14

Rules of Conduct 14

Attendance/Leave 17
Vacation 17
Educational Leave Policy 20
Educational Payment Policy 21
Sick Leave 21
Bereavement Leave 22
AdministrativeLeave 22
Tardiness 22
Absent-without-leave 22
Abuse of leave 23
Absence during sleep period 23

Workmen's Compensation 23
On-duty injury 23
Alternative Duty Schedule 23

Exchange of Duty 24

Overtime/Compensatory Time 24

Performance Evaluations 26

Employee Discipline 26
Policy 26
Investigative Process 27
Disciplinary Action Procedures 28

Company Vehicle Use 28

SECTION 3 30

Daily Schedule/Rules 31
Station/Apparatus/Equipment Maintenance 31
Station/Apparatus Cleaning 31
In-Service/Physical Fitness Training 31

Visitors 31
Downtime Activities 32
Security 32
Sleep Time 32
Telephone Procedures 32
Record Keeping 32
General Operating Guidelines 32
Social Media Policy 33

SECTION 4 34

Uniforms/Grooming 35
Class A (Dress) 35
Class B (Brass) 36
Class C (Cloth Badge) 36
Class E (Exercise) 37
Training 37
Job Shirts 38
Coats and Jackets 38
Uniform Shoes/Boots 38
Shorts 38
Baseball Caps 38
Uniform Condition 38
Uniform Allowance 39
Relinquishing Uniforms 39

Personal Appearance and Grooming Standards 39
Hair 39
Jewelry 40
Tattoos 40

SECTION 1

1 Administrative Policies

1.1 Purpose

The purpose of this manual is to provide a standard written source of policies and procedures which will promote the safe, effective and efficient operation of the Smyrna Fire Department (Fire Department or Department). These are not intended to provide a solution to every question or problem which may arise in an emergency service organization, however it does provide comprehensive standards to cover the most common obligations, duties, and responsibilities of departmental personnel.

Additionally, these policies are not intended to limit personnel from exercising rational judgment or initiative in extraordinary situations. Much is left to the loyalty, integrity and discretion of line personnel; and the degree to which they demonstrate these qualities will determine whether the Department meets the high standard required of the fire service.

1.2 Authority

Pursuant to the authority vested in the Fire Chief by Tennessee State Law and Local Ordinance, this Administrative Policy & Procedure Manual is hereby established as one of the official sources of departmental policies, procedures, rules, and regulations.

Due to the emergent and paramilitary nature of the work, the Fire Department may have supplemental rules and regulations which are more stringent than those applied to other departments.

1.3 Enforcement

The company officer or designee shall carry out the enforcement of these rules and regulations as established by Town and Departmental policies, or as designated by the Fire Chief.

The responsibility for such enforcement shall be as designated by the job descriptions, departmental policy, or as delegated by the Fire Chief.

2 Definitions

2.1 Accountability **-** Line personnel are answerable to their supervisor for proper execution of assigned duties, individual conduct, and performance.

2.2 Acting - Serving temporarily in a position to which the member ordinarily is not assigned, usually in a position of higher responsibility. The acting officer

shall have the full authority and responsibility of the assigned position.

2.3 Administrative Instruction - An order issued by an officer establishing a principle, policy, or procedure concerning a given subject not covered by a general order, special order or a manual.

2.4 Administrative Leave - Relieved from duty, either with or without pay, for a specified period of time as designated by the Fire Chief.

2.5 Dispatch - The communications center for the Smyrna Fire Department.

2.6 Authority - Power granted to a member to act, behave or perform, or to cause others to act, behave or perform necessary duties or activities.

2.7 Chain of Command - A series of positions in order of authority. The line of authority within the Department extending from the firefighter through each level of the ranks.

2.8 Department - The Smyrna Fire Department.

2.9 Departmental Order - An inclusive term embracing fire regulations, general orders, special orders, and administration instructions.

2.10 Duty - A service or activity that a member is obligated to perform when assigned to do so by a job description, established policy or supervisor.

2.11 Duty Hours - 0600 hours until 0615 hours the following morning (24.25 hours).

2.12 Fire Chief – Department head. Director of the Smyrna Fire Department.

2.13 General Operating Guidelines (GOGs) - A written collection of administrative policies, procedures, or rules authorized by an order of the Fire Chief that establish a general course of action to be followed either on the emergency scene or during non-emergency activities to increase the safety and effectiveness of the Fire Department. Directives (if so noted) are considered orders and specific policy that must be adhered to. The Fire Department GOGs are not designed nor intended to limit any member or employee in the exercise of his or her judgment in taking the actions a reasonable person would take during extraordinary situations which routinely arise in the fire service. Much, by necessity, must be left to the professionalism, integrity and discretion of the line personnel and employees. To the degree which individual Line personnel and employees demonstrate these qualities in the application of a conscientious discharge of their duty, and to that degree alone, will the Fire Department measure up to the highest standard required and expected of the fire service.

2.14 General Order - A published directive, originated by a Chief Officer, and binding upon all personnel under his/her command, the purpose of which is to enforce a policy or procedure unique to his department's situation which is not otherwise addressed in applicable Town policies, ordinances or GOGs. A general order has the force of policy; to disobey one is an offense punishable by discipline. What makes it a general order (as opposed to a direct order), is that the actor is not explicitly named, nor precisely that (or whom) which is to be acted upon. A general order of indefinite duration may be referred to as a *standing order*. Standing orders are necessarily general and vague since the exact circumstances for execution occur in the future under unknown conditions. For example, in most agencies there is a standing order for line personnel to refer to officers by rank; however, the name of each firefighter is not explicitly named in the order, nor is the name of each officer.

2.15 Insubordination - A member's refusal to obey a lawful order, habitual uncooperative behavior, or insolent behavior toward a member of a higher rank or position.

2.16 Lawful Order - Any instruction or request given either verbal or written, by a ranking officer to a subordinate. Example: If the Fire Chief or a fire officer asks, requests, tells, instructs, directs, or gives a member an order that is lawful and does not put the Member or others in an unsafe situation, the member shall follow the instructions.

2.17 Line personnel – Shift personnel who are normally assigned to work 24.25-hour shifts.

2.18 May or Should – Permissiveness.

2.19 Member - All line personnel of the department, which includes Battalion Chief, Fire Lieutenant, Engineer, and Firefighter.

2.20 Memorandum – Written directive by a member of the senior staff. It may be informational in nature or introduce new policy.

2.21 Off Duty - The time when a member is not serving in a specified assignment as a department employee.

2.22 Officer - Any person having the rank of Chief, Captain, or Fire Lieutenant, or one who has been assigned to those positions in an acting capacity.

2.23 On Duty - A member is on duty during the period when actively engaged in the performance of regularly assigned duties, when performing a special

mission for the Department, while traveling either to or from an assignment away from the station, or when directed by a supervisor to perform in the service of the Department at other than regularly assigned duty hours.

2.24 Paid Experience – Duration of full-time status with another fire department.

2.25 Personal Project - Project not related to regular job responsibilities.

2.26 Personnel – All Line personnel of the Fire Department.

2.27 Procedure - The official method for dealing with any given situation.

2.28 Report - A written communication in the appropriate form.

2.29 Reside - The place where a member actually lives, sleeps, and regularly stays.

2.30 Responsibility - A designated obligation that is established and can only be transferred by the governing body. Responsibility cannot be transferred on one's own initiative.

2.31 Rule - A prescribed guide for conduct or action. A regulation controlling conduct issued by the Fire Chief.

2.32 Senior Staff Personnel – The Fire Chief, Assistant Fire Chief, Division Chiefs, Battalion Chiefs, Administrative Captain(s), Office Coordinator, and Administrative Assistant.

2.33 Shall or Will – Mandatory.

2.34 Shift - Assigned duty hours.

2.35 Special Orders - A published directive, originated by a Chief Officer, and binding upon all personnel under his/her command, the purpose of which is to define or alter a policy or procedure *for a limited period of time in order to address a unique situation or circumstance.* A special order has the force of policy; to disobey one is an offense punishable by discipline. What makes it a special order (as opposed to a general order), is the temporal nature of the situation addressed. For instance, a special order may be issued to alter response protocols to an area experiencing a temporary bridge outage or to address operations at unique and special events. The special order may include a rescission date on the order itself or be defined by terms such as "until further notice (UFN)". In cases where UFN is used, the special order is assumed to be in place until official rescission occurs or until the event or situation causing the order has passed.

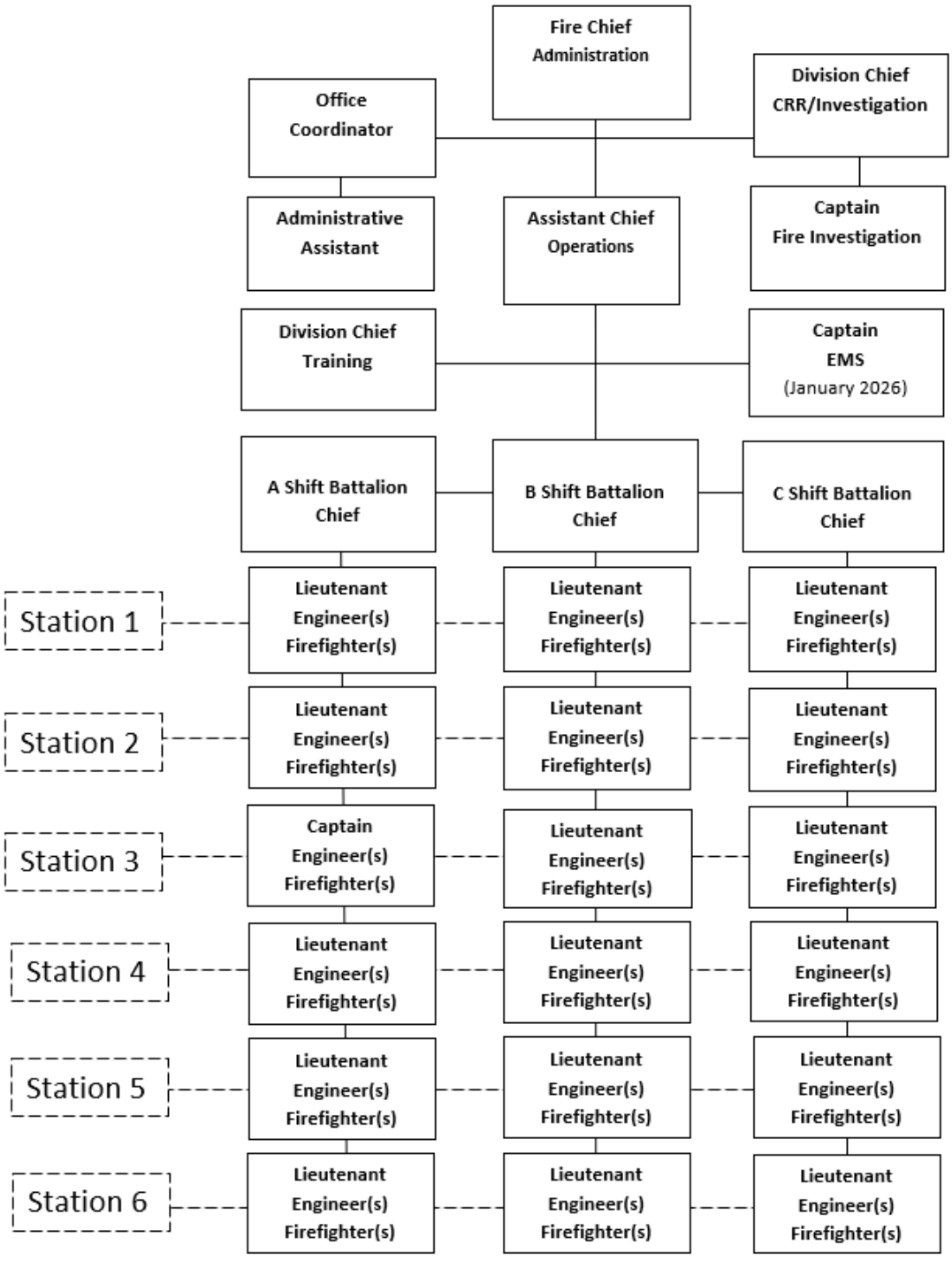
2.36 Special Project - temporary project assigned to Member(s) by a supervisor.

2.37 Supervisor - An officer or member who has been assigned by the Fire Chief or by job description to supervise the work of others.

2.38 Suspension - The act of temporarily denying a member the rights and compensation of performing duties as a member of the Department.

2.39 Town – The governing body of, and area within, the town limits of Smyrna, Tennessee.

3 Organizational Chart



4 Updating Manual

4.1 The procedure for updating this manual is as follows:

4.2 The Fire Chief shall present any proposed updates, additions, or deletions to this manual to the Town Council and obtain formal approval.

4.3 Each time a policy is updated, added, or deleted, the Fire Chief or designee shall notify each member of the department electronically that a change has occurred.

4.4 The updated, added, or deleted section will be placed in, or removed from, the most recent version of the SFD Administrative Policy and Procedure Manual. The date on the front cover of the manual will note the most recent revision.

4.5 It will be the responsibility of the company officer to review the updates with his/her crew. The officer shall also ensure that the update is communicated to subsequent incoming officers at shift change.

4.6 It is no longer required that a hard copy of the manual be kept in the station. Copies of the Manual are available on the shared drive.

SECTION 2

5 Reserved

6 Job Requirements for all Uniformed Personnel

6.1 Basic Certification Requirements

All line personnel shall be certified EMR within 18 months of hire and Tennessee State Firefighter II within 24 months from date of employment. All company officers and the Division Chief of CRR and Fire Investigator shall be licensed as Fire Inspectors by the Fire Marshal's office of the State of Tennessee within 18 months of their promotion/appointment. Line personnel are responsible for maintaining current, valid licenses and certifications, and shall notify their supervisor at least 60 days in advance of lapses in certifications in order to plan for training and testing. A Member's failure to meet certification requirements will demonstrate inability to perform the duties of a firefighter or fire officer and may result in demotion or termination.

6.2 Promotion

Promotional steps and associated requirements are found in the Smyrna Fire Department Training Standards and Competencies Manual.

Line personnel testing for promotion will be required to pass a promotional process as established by the Fire Chief and/or Assistant Chief. All promotions are subject to final approval by the Fire Chief.

6.3 In-Service Training Requirements

The State of Tennessee provides an Educational Incentive supplemental bonus paid to career or volunteer firefighters for completing the required program hours of Commission-approved training annually and acquiring firefighter certification through the Commission. The training program is submitted to the Commission for approval and is conducted by the department. All line Personnel must meet the minimum standards as stated in the Rules of the Tennessee Commission on Firefighting Personnel Standards and Education Chapter 0360-07-01 to be considered eligible to receive the State of Tennessee educational incentive pay.

6.4 Physical Fitness Requirements

All line personnel are required to participate in a minimum of sixty (60) minutes of physical exercise per duty day. This activity may be completed either as a crew or individually, at the crew’s discretion. The purpose of this requirement is to promote health, wellness, and operational readiness. The company officer shall ensure that adequate time is provided each shift for all members to meet this standard and that participation is consistent and documented as part of the daily schedule.

6.5 Living Radius Requirements

There are no longer any requirements related to a living radius for Smyrna Fire personnel.

6.6 Off-Duty (Secondary) Employment Requirements

Personnel wishing to engage in outside work activities shall receive prior approval by submitting an Application for Secondary Employment. If any change occurs in work status during the year, the member shall immediately notify the Fire Chief in writing.

Personnel shall not engage in outside work that could bring discredit to the Department or that could be deemed a conflict of interest. Outside employment shall not interfere with a member's performance, assigned duties or work hours.

Secondary employment may not be performed while the employee is on the following work status:

- Medical leave or FMLA
- Sick leave
- Military leave (other than activities related to the military assignment)
- Disability
- Workman's Compensation

6.7 Media Statements

To ensure accurate, effective dissemination of news releases and information, these guidelines will be used in communicating with the news media.

- On the scene of an emergency, media representatives will be referred to the Incident Commander, Fire Chief, Assistant Fire Chief, or the Public Information Officer (PIO).
- The Fire Chief will act as the default PIO. In matters concerning the Department, the City, or emergencies after the fact, all news media shall be referred to the Fire Chief, designated PIO, or Captain of Investigation. The Fire Chief will be informed prior to all media interviews or press releases.
- If a representative of the media attempts to contact an individual employee directly at the work location or home, requesting information concerning the Fire Department, an emergency incident, or specific departmental actions, the employee shall refer the media representative to the Fire Chief's office or the designated PIO.
- The on- duty Battalion Chief shall be responsible for informing the Fire Chief's office of any potentially newsworthy events or activity within their respective divisions or sections.

6.8 Work Schedule Requirements

According to the needs of the Department, work schedules, transfers, and assignment to equipment or stations of Line personnel will be determined by the Battalion Chief and approved by the Fire Chief or Assistant Fire Chief. The normal work shift for line personnel shall be from 6:00 AM until 6:15 AM the second day. However, line personnel may not leave their assigned station, even at 6:15 AM until they have been properly relieved by someone from the on-coming shift and the supervisor has been informed. A designated sleep period of 7.25 hours (2200 hours until 0515 hours) is non-compensable unless interrupted by calls for service.

7 Rules of Conduct

7.1 Line personnel shall familiarize themselves with and adhere to the Town of Smyrna Employee Handbook, Departmental Administrative Policies and Procedures, and General Operating Guidelines.

7.2 Fire Officers or Acting Fire Officers will be responsible for the enforcement of Town policies, Departmental Administrative Policies and Procedures, and General Operating Guidelines. Officers are responsible for supervision, evaluation, and discipline of personnel.

7.3 Line personnel shall keep themselves physically and mentally prepared to perform their duties and respond to all emergency calls while on duty.

7.4 Line personnel shall obey any lawful order issued by a superior officer and be respectful and courteous to officers and those performing the duties of a higher rank.

7.5 All personnel shall be courteous and respectful when dealing with the public.

7.6 Inefficiency or indifference of personnel in the performance of their duties shall be sufficient cause for disciplinary action.

7.7 When temporarily assigned to act in a position of higher rank, line personnel shall accept responsibility for the performance of the duties and possess the full authority of that position.

7.8 Line personnel shall participate in all drills, training, and fitness activities. Line personnel shall be familiar with apparatus, equipment, street locations, fire hydrants, current firefighting strategy and tactics, fire codes, public education and other activities that may be required in the performance of their duties.

7.9 Line personnel shall be punctual in reporting for duty, special assignments, etc.; report in proper uniform for duty or place of assignment at the time specified; and shall not leave their place of assignment without permission from their Battalion Chief.

7.10 Line personnel shall use the proper chain of command to carry out official Department business, written or verbal.

7.11 Line personnel shall keep their persons, uniforms, beds, and lockers in a neat, clean, and orderly condition. Line personnel shall maintain a clean, pressed Class C uniform at their assigned station at all times.

7.12 When being relieved from duty, line personnel shall acquaint their successors with details of the preceding tour of duty, giving the successor any equipment or information necessary for the continued efficient operation of the Department.

7.13 Personnel shall be familiar with safety policies and exercise good judgment to avoid injuries to themselves and others while in the performance of their duty.

7.14 Personnel shall be responsible for the proper care and maintenance of all Department property in their charge. Line personnel shall avoid unnecessary damage to City property and practice economy in the use of supplies and utilities.

7.15 Personnel shall immediately report to their supervisor any accidents, injuries, or illness occurring to themselves while on duty.

7.16 Personnel shall immediately report to their supervisors any accident resulting in possible damage to Town owned property or to property owned by the public, whether on an emergency call or during the daily routine. Such incidents should also be reported on the Smyrna Fire Department Workplace Incident Report.

7.17 All personnel are required to have a home and/or cell phone with the current number on file with the department so that contact can be made in the event of an emergency.

7.18 When requested, all off-duty line personnel shall respond to emergency recalls (except as outlined in section 7.28). Dispatch shall page line personnel as requested by the Incident Commander.

7.19 Line personnel recalled to duty are to obey all traffic laws while returning to their assigned station.

7.20 No member recalled to duty is authorized to operate any form of emergency equipment they may have on personal vehicles.

7.21 The willful falsification or mutilation of department records, documents, or logbooks; deception in interviews, internal investigations, etc., by any member will be considered a major offense.

7.22 The Fire Officers shall keep the Fire Chief and Assistant Fire Chief informed of the occurrences of day-to-day and emergency operations; injury to personnel; major equipment breakdowns, and damage to or loss of equipment.

7.23 The fire officer shall ensure notification of the Fire Chief and Assistant Fire Chief, regardless of time of day, of all significant fires, accidents involving Fire Department equipment, multiple fatality accidents, and all other incidents of significance.

7.24 Line personnel will be required to perform special projects and duties as circumstance demands. The Fire Chief shall approve departmental involvement for all projects outside the Department.

7.25 Personnel shall not engage in any activity or belong to any organization that will be a conflict of interest to the Department and/or the Town of Smyrna.

7.26 Personnel shall not be a party to malicious gossip, frivolous charges, or other activity that would tend to disrupt the operation and/or morale of the Department.

7.27 Personnel shall inform their supervisor when they are experiencing side effects from prescribed drugs that inhibit or interfere with their ability to operate equipment.

7.28 Personnel shall not report for, or be on duty under the influence of alcohol, drugs, or mind-altering substances. Line personnel shall not bring onto Town property any alcohol, illegal drug, or illegal substance.

7.29 Personnel shall not use employment with the department for the purpose of personal gain; nor shall they solicit any person to affect their promotion or transfer.

7.30 Personnel shall not borrow, loan, sell, give away, or appropriate for personal use, any public property, city-owned supplies, property, etc.; nor shall Line personnel pilfer or steal at the scene of emergencies or elsewhere. This is considered a major offense.

7.31 Personnel shall not engage in any rough or boisterous conduct that would interrupt the normal operation of the department. Engagements in altercations or fighting shall be considered a major offense.

7.32 Personnel shall not use obscene, uncivil, sexist, racial, or boisterous language at any time.

7.33 Personnel shall not use tobacco products on fire apparatus, on the scene of an emergency, building inspections, public education activities, or in no-smoking areas. The officer in charge may make reasonable exceptions on the scene of extended emergencies if it is determined that a hazard does not exist.

7.34 Personnel shall receive prior approval from their supervisor for compensatory time off or extra time worked.

7.35 Suggestions for improvements are welcome. All such recommendations shall be presented in writing to the officer in charge and forwarded to the Fire Chief's office, with comments from the supervisor.

7.36 Personnel shall not bring any type of firearm, weapon, etc. onto Town-owned property unless duly authorized to do so.

7.37 Line personnel shall park personal vehicles in designated parking places only and shall not park on the ramp by the bay doors or park in or drive through fire apparatus bays for any reason. Pulling onto the back ramp *briefly* for loading and unloading of gear and equipment will be permitted, but this should not exceed a few minutes' time and keys must be left in the vehicle. Abuse will result in the elimination of this privilege.

7.38 Cleaning, waxing, or working on personal vehicles while on duty is not permitted. An exception is emergency repairs necessary for the crew member to operate their vehicle.

7.39 Meals should routinely be prepared and consumed in the fire station. However, it is understood that inspections, hydrant maintenance, alarms, and other activities can present challenges to meal preparation. Companies returning to the station from official business may stop to purchase food to bring back to the station or may take the time to eat their meal in the restaurant, providing that the following conditions are met:

- Crews shall be neat and clean in appearance with the proper UOD being worn (no T-shirts alone). If activities have left the crew dirty, sweaty, etc., then the food shall be taken back to the station to be eaten.
- The restaurant must be in the crew's response district, or within the district they are currently working in or providing coverage for.
- This policy only applies to restaurants where the food is ordered at the counter and taken to the table. Crews should not patronize sit-down restaurants requiring wait staff and menus.
- Conversation and demeanor shall always be kept professional and appropriate.
- Take advantage of opportunities to interact with the public, answer questions, and even show the apparatus if practical.
- Tip appropriately; you are representing all of us.

7.40 Fire companies or individuals are not permitted to shop for personal needs while on duty.

8 Attendance/Leave

8.1 <u>Vacation</u>

8.11 Bid Process

- The vacation bid will be held live on a designated day on each of the three shifts, A, B, and C.
- A Google Meet invite will be sent out in advance of the draw with further instructions regarding draw times and login procedures.

- At the pre-determined time, all stations will log into Google Meet.
- Once connection has been made to all stations, selections will begin live, by department seniority.
- If an employee is scheduled to be absent on the date of their shift's draw, they may
  - Give their selections to a coworker, in order of preference, so that someone may bid for them, OR
  - Log into the Google Meet link remotely, OR
  - Call an on-duty coworker (not station phone) to monitor the draw via cell phone.
- If a crew is dispatched to an incident during the draw, the draw will pause once it reaches one of the assigned crew members, and will resume upon their return.
- As selections are made, selected PTO will be added to the shared Google Calendar to track those draws in real-time.
- A total of **six (6) personnel per shift** may be on leave at a time unless approved by the Fire Chief or designee. **This includes *prescheduled* Military, Education, FMLA, Administrative, and other approved leave(s), which will count toward the six vacancies for the purposes of vacation draw.**
- The six approved positions will be placed on the calendar in green.
- After the maximum number of leave spots (6) have been filled, up to two additional personnel may select those dates as **"alternates"**. Alternates will be posted on the calendar in gold and will be labeled in the order selected (A-1, A-2).
- If a guaranteed (green) day is is cancelled by an employee and becomes available, the Battalion Chief may move the first alternate to green status providing that doing so does not result in a callback to maintain minimum staffing at the time the substitution is made. It should be emphasized that vacation drawn as alternate is not guaranteed. Individuals classified as alternates must report to work on the date requested unless they have been reclassified to one of the guaranteed green positions.

8.12 Eligibility

- All full-time suppression personnel are eligible to participate in the annual vacation selection process.
- Personnel may only draw PTO hours that they have amassed at the time of the selection process.

8.13 Annual Vacation Selection Period

- The primary annual vacation selection process will begin on or near **November 1** for the following calendar year.
- Outside of this selection period, additional available vacation may be requested on a first-come, first-served basis through your Battalion Chief.

8.14 Seniority Determination

- Selection order will be based on **departmental seniority** (date of hire as a full-time firefighter).
- In cases of identical hire dates, order will be determined by badge/employee number.
- Seniority applies **within each shift** (A, B, or C) for the purpose of vacation selection.

8.15 Vacation Blocks and Limitations

- A vacation "block" is defined as **three (3) consecutive work shifts** for a total of **eleven (11) consecutive calendar days.**
- Less than three consecutive days may be drawn by an employee during a given round, but that selection will be considered as a full "block" for the purposes of the draw.
- No more than **six (6) firefighters per shift** may be on PTO at a time unless approved by the Fire Chief or Assistant Fire Chief. *Prescheduled Military, Education, FMLA, Administrative, and other approved leave(s) will count toward the six days for the purposes of vacation draw.*

8.16 Rounds of Selection

- Vacation selections will be made in **rounds**, allowing all personnel equitable opportunity to choose desirable dates.

  Round 1: Each crew member may select **up to two vacation blocks** (maximum of six shifts off). These may be consecutive or non-consecutive.
  Round 2: After all members have made their selections in Round 1, a second round will begin in the same seniority order, allowing selection of additional blocks as available following the same rules as Round 1.
  Subsequent Rounds: This process will continue until all desired selections have been made. When an employee has exhausted all of his or her desired draws, they will declare "my draws are complete". This will enable staff to continue the rounds without repeatedly calling their name.

- During each round, employees may select:
  - **Two blocks outside of prime time (as defined below).**
  - **One block inside of prime time and one block outside of prime time.**

- After all rounds are complete and documented on the leave calendar, remaining open vacation slots will be available on a first-come, first-served basis throughout the year, subject to staffing approval.

8.17 New Hires and Mid-Year Changes

- Employees hired after the annual selection process will select from remaining available vacation slots.

- Every effort will be made to honor equivalent vacation block selections for personnel being transferred between shifts involuntarily or due to promotion.
- Staff will attempt to honor equivalent vacation blocks for employees requesting voluntary transfers, but leave in this case cannot be guaranteed.

8.18 Exceptions and Adjustments

- The Fire Chief and/or Assistant Chief reserves the authority to adjust approved vacation schedules in the event of emergencies, significant staffing shortages, or operational necessity. Any such adjustments will be communicated as early as possible and alternative arrangements offered where feasible.

8.19 Prime Time Definitions

- "**Prime Time**" refers to the period of highest vacation demand, typically coinciding with school breaks, holidays, and summer months. For the purpose of this policy, **Prime Time** includes:
  - Memorial Day weekend through Labor Day (inclusive)
  - Thanksgiving week (Monday–Sunday)
  - Christmas week (December 20–27)
  - New Year's week (December 28–January 3)
  - Spring Break week (dates designated annually by Rutherford County Schools)
  - Fall Break week (dates designated annually by Rutherford County Schools)

8.2 Educational Leave Policy

Time off to attend any outside training will be dependent upon maintaining minimum daily staffing. When staffing permits, the policy shall be as follows:

- All requests for educational leave must be submitted on the proper electronic form to the Division Chief of Training at least **two weeks prior** to the first day of requested training.
- The minimum registration requirement established by TFACA is 15 days prior to the course start date. After this point, registration will no longer be available through TFACA. To ensure adequate processing time for approvals, and scheduling, Smyrna Fire Department personnel must submit all training requests no later than 30 days prior to the course start date. Exceptions to this policy may be granted only with Chief's approval, and must include justification for the late request This would follow our training standard request form.
- New hires will not be granted training leave for outside training during their first year of employment except as necessary to acquire or maintain required skills and certifications as determined by the Division Chief of Training.
- Educational leave requests will be reviewed on a case-by-case basis with final approval to be determined by the Division Chief of Training and Assistant Fire Chief.

- Educational leave requests will be considered after vacation leave is posted and will only be granted as one of the guaranteed leave positions.
- Anyone attending a local class on their regularly scheduled workday must return to work after class to work the remaining hours of their shift or charge them to vacation leave if staffing permits.
- Request for classes other than those related to the current or next higher job position may be denied, i.e., a firefighter requesting pump school would be considered while a request for officer training may be denied.
- Line personnel who are accepted by the National Fire Academy (NFA) in Emmitsburg, Maryland for an on-campus job related class will be allowed to attend one (1) one-week class, one (1) two-week class, or two (2) consecutive one-week classes each year. For the purposes of NFA coursework, "year" shall mean the federal government's fiscal year which runs October 1st to September 30th. Only first time NFA attendees will be approved to attend Tennessee Weekend courses.
- Approval of educational leave to attend a class does not ensure that the department will pay all costs associated with the class (with the exception of NFA classes).

8.3 Educational Payment Policy

All costs associated with approved NFA classes that are not covered by NFA will be paid by the department.

Time spent attending a class while off duty will be paid in accordance with the Fair Labor Standards Act as determined by the Fire Chief and Human Resource Department.

Line personnel failing classes required for promotional consideration will be responsible for all expenses associated with makeup classes.

All costs incurred by the department for requested training must be reimbursed by a member who fails to attend the class without an acceptable reason.

8.4 Sick Leave Procedures

Line personnel taking sick leave are to personally notify the Battalion Chief by 0500 on the day for which he/she will miss work. The Battalion Chief will document the nature of the problem (time called, reason for absence, etc.) in the daily shift report. In the event the fire companies are on a call, the member will leave voice mail for the Battalion Chief.

Only doctor's statements in advance excuse the above call-in requirements. Line personnel absent for more than two (2) consecutive shifts, or who habitually use sick leave tied to vacation leave, weekends, etc. may be required to bring a written statement from a licensed physician.

Individuals are not allowed to work their part-time job while on sick leave.

8.5 Bereavement Leave Procedures

Line personnel shall notify the Battalion Chief when requesting bereavement leave. The Battalion Chief shall document leave taken in the daily shift report and relay information to the appropriate supervisor. Personnel will be charged PTO for such leave in accordance with Town policy.

8.6 Administrative Leave Procedures

On rare occasions, circumstances may arise which require an employee to be absent for a shift, or portion of a shift, for a personal emergency or administrative assignment when no vacation leave is available. A detailed explanation of the reason for absence shall be included in the comment section of the time sheet. A Chief Officer will review the documentation and determine, based on the information provided, whether *Paid* or *Unpaid Administrative Leave* will be granted. Paid Administrative Leave will be deducted from the employee's PTO balance unless the employee specifically requests leave without pay. Unpaid Administrative Leave will simply be recorded as leave without pay. Each situation will be evaluated on a case-by-case basis.

8.7 Tardiness

Tardiness for the purpose of this policy is defined as absence without permission from 1 to 120 minutes after the scheduled time to report to duty.

Disciplinary Schedule for Tardiness:

Time reference:	Within a 12-month period.
First occurrence:	Verbal reprimand.
Second occurrence:	Written reprimand.
Third occurrence:	Minor suspension without pay.
Fourth occurrence:	Major suspension without pay, or termination.
Fifth occurrence:	Termination.

This section is intended to guide supervisors in responding to an employee's tardiness problem. However, supervisors are not restricted from evaluating an employee's tardiness record for a period of time beyond the most recent twelve (12) month period in cases where an employee has demonstrated a habitual pattern of tardiness over an extended period of time without recording five occurrences in a single twelve (12) month period.

8.8 Absent-Without-Leave

Absent without leave (A.W.O.L.) for the purpose of this policy is defined as unexcused absence of greater than 120 minutes after the scheduled time to report to duty. A.W.O.L. shall be considered a major offense.

Disciplinary Schedule for A.W.O.L.:

Time reference:	Within a 12-month period.
First occurrence:	Suspension without pay
Second occurrence:	Termination

8.9 Abuse of Leave

Line personnel shall not falsely report illness or injury, use sick leave for personal gain, or abuse sick leave. Past attendance record will be considered in the disciplinary process; termination may result if the member's personnel records reflect a history of excessive sick leave, tardiness, or A.W.O.L. The suspension schedule will be at the discretion of the Department Head. An employee who is absent two (2) consecutive work shifts without personally notifying his/her Battalion Chief will be considered to have terminated employment and "voluntarily resigned."

8.10 Absence During Sleep Period

During a 24.25-hour tour of duty, a member shall not be permitted to be absent from duty during any portion of the designated sleep period, except in the event of extreme illness or emergency. The Battalion Chief on duty shall approve any such absence. A Member who is absent during the designated sleep period portion of his tour of duty for two (2) or more occasions during a twelve (12) month period may be subject to disciplinary action.

9 Worker's Compensation

9.1 On Duty Injury

Line personnel injured in the line of duty may be eligible to receive worker's compensation as regulated by the State of Tennessee. Worker's compensation pays 66-2/3% of the Member's salary after a specified time off, and line personnel have the option to supplement the other 1/3 of their regular straight-time salary with accumulated PTO from the Town. Line personnel found falsely reporting injury, using supplemental leave for personal gain, or abusing supplemental leave may be terminated.

9.2 Alternative (Light) Duty Schedule

If legitimate work exists, after a doctor has released a member for light duty, the Fire Chief may assign an alternative duty schedule with varying hours. Some of the duties performed during an alternative duty schedule are, but not limited to, fire safety inspections, pre-fire planning, public education, filing, typing, etc. The members will also be required to provide a periodic doctor's or therapist's report verifying their current medical condition and the need for continued light or alternate duty.

10 Exchange of Duty Policy

Exchange of duty shall be initiated using the appropriate form. Exchange of duty should be made between people of equal rank. Out-of-rank duty exchanges will only be allowed with approval of a shift commander, and only if the exchange does not result in the need to call back personnel.

All exchanges must be approved at least seven (7) days in advance of the first half of the exchange, including signatures from both parties involved and their assigned shift commander(s). Exemptions to the seven-day requirement may be made in rare circumstances with the approval of the Battalion Chief.

Exchanges are not approved until all signatures appear on the Exchange of Duty Request Form and the exchange is posted on the leave calendar. Once an exchange is agreed on by both parties, the date(s) swapped then becomes the sole responsibility of the person agreeing to work. If a member “forgets” they had an exchange and does not report for duty when scheduled, it is no different than forgetting to report to work for any other scheduled work day.

The number of exchanges is unlimited, however, an employee’s ability to swap time may be suspended if it is determined that abuse of the privilege has occurred. This determination will be made by the shift commanders with the guidance of the Assistant Chief.

The department or the Town will not become involved in the enforcement of any exchanges (i.e., “paybacks”). If applicable, sleep time will be included in the daily shift report and recorded as a shift swap. This time will be reflected as straight time (S/T) on the time sheet.

11 Overtime/Compensatory Time (Agreement)

This policy identifies the use and management of overtime and compensatory time by Smyrna Fire Department employees.

The work period shall be fourteen (14) consecutive days in length.

A shift (tour of duty) will consist of:

(a) Twenty-four and one quarter (24.25) hours on duty (6:00 a.m. until 6:15 a.m. the following day).
(b) Seventeen (17) hours of compensable work time.
(c) A designated sleep period of seven and one quarter (7.25) hours (10:00 p.m. until 5:15 a.m. each day) which is non-compensable time unless interrupted.

Interruptions, to answer emergency calls or to perform other duties as instructed by the supervisor or designee during the designated sleep period, shall be considered compensable work time and the employee shall be compensated in accordance with the Fair Labor Standards Act (FLSA) regulations. If the employee

is provided with less than five (5) hours of sleep time per night during the designated sleep period due to interruptions, the full seven (7.25) hour designated sleep period shall be considered compensable work time. If the employee is provided with five (5) or more hours of sleep time per night, whether consecutive or non-consecutive, only the actual time spent on callouts shall be compensable.

Compensation at one and one-half (1-1/2) times the regular rate of pay or compensatory time off at a one and one-half (1-1/2) time rate shall be granted for:

(a) all calls from a supervisor or designee requesting that the employee respond to an emergency situation when the employee is off duty (recalls), or
(b) all compensable time worked in excess of one-hundred and six (106) hours in the fourteen (14) day period as required by FLSA.

Compensatory time off for Firefighters and Fire Officers may be granted for meetings, training, non-emergency callbacks or special projects as designated in advance by the Chief. An employee must have reached the 106-hour threshold in a fourteen-day period before qualifying for comp time.

Regular rate of pay shall be calculated by the following formula:

Hourly Rate for 24/48
Shifts worked per year (avg. each of 3 shifts)…….121.66 shifts
Hours on duty per year (24.25/shift)……..2,950 hours
Sleep time deduction (7.25 hours/shift)…….882 hours
Compensable hours per year……..…….....2,074 hours
Annual salary divided by compensable per year hours = hourly rate

In accordance with FLSA, all hours for which pay is received but for which work is not actually performed, such as sick time, bereavement time, military time, etc., shall not be considered as work time and shall not be counted in arriving at the aggregate hours for overtime purposes. Note when an employee uses PTO or Paid Family Leave for time off, those days do not count as time worked and therefore are not included in the computation for overtime per Town policy.

PTO shall accrue in accordance with current Town policy, except that leave shall be accumulated in hourly units. For purposes of PTO accrual for Line personnel, the following schedule will be followed (per pay period):

- 0-4 years: 9.38 hours
- 5-9 years: 10.6 hours
- 10-14 years: 12.23 hours
- 15+ years: 13.05 hours

Smyrna Fire Department personnel on the twenty-four and one-quarter (24.25) hours tour of duty shall have 17 hours deducted from accrued PTO time for each twenty-four and one-quarter (24.25) hour tour of duty taken as leave.

12 Performance Evaluations

12.1 Evaluation Guidelines:

To ensure an effective evaluation program, it is necessary for supervisors to be consistent and equitable in evaluating line personnel. It is essential that all supervisors use common performance standards that relate to line personnel's observable performance, conduct and behavior. The following guidelines shall be considered:

The Town desires to have a productive and efficient workforce. The Town's performance management process is designed to monitor, evaluate, and provide feedback regarding the job performance of employees. Management staff evaluate employees' work behavior by comparing it with preset standards of performance. On an annual basis, supervisors and or management staff complete a formal written performance evaluation and meet with their subordinates to provide feedback on how they compare to these performance standards. In some cases, where there are significant deficiencies, employees may be placed on a Performance Improvement Plan (PIP) in an effort to bring their performance up to an acceptable level. The PIP specifically addresses problem areas and provides detailed explanation for how the employee's performance should improve. Employees with poor job performance are subject to disciplinary action up to and including termination. Supervisors are responsible for completing evaluations in a timely manner.

13 Employee Discipline

Line personnel are required to conduct themselves in a highly self-disciplined manner, obeying the Town and Departmental policies, procedures, rules, regulations, and General Operating Guidelines. In situations where Line personnel do not adhere to these expectations, demonstrating misconduct or unsatisfactory performance, supervisors will take the necessary disciplinary action to correct the problem. The following procedures will guide supervisors in dealing with disciplinary problems that they may encounter. Supervisors with questions concerning employee discipline should contact the Fire Chief.

13.1 Policy

It is the policy of the Department that supervisors administer discipline in a corrective, progressive and lawful manner. Disciplinary steps may be altered, depending on the severity of the infraction and/or the past record of the Member.

Corrective: The supervisor should come to an understanding about the causes and/or reasons for a member's deficiencies, communicate those deficiencies to the member and actions needed to correct the problem, and attempt to restore the member to a productive and positive employment status.

Progressive: Minor discipline will begin with a verbal reprimand. When circumstances warrant, proceed to a written reprimand or short-term suspension. Major infractions may call for suspension or demotion. Finally, the infraction may be considered to warrant termination. When appropriate, denial of privileges may be used as disciplinary action by supervisors.

Lawful: Discipline and the procedure by which it is administered shall not violate local, State or Federal law.

The principal objective of disciplinary action is to improve or correct the performance, conduct, and morale of the member receiving discipline. Fire officers shall be responsible for the administration of consistent, impartial discipline and maintaining appropriate confidentiality.

13.2 Investigative Process

Accusations of misconduct involving line personnel shall be investigated before formal action is taken. The investigation will be considered a fact-finding process. Supervisors will be cautious not to make premature decisions of guilt or innocence until the investigation is completed. For serious accusations, a written report of the investigation will be completed. The Supervisor will keep the Fire Chief informed concerning the events throughout the investigation and recommend appropriate disciplinary action. Pending the outcome of the investigation, the Fire Chief may place the member on administrative leave, with or without pay. Line personnel about to be suspended shall be given 24-hour notice unless the circumstances are severe enough to warrant immediate suspension. A formal investigative report will include the following information:

Interviews conducted - This will include the name of the interviewee, date, location, those present, and what was discussed. A signed statement by the interviewee shall also be obtained.

Employee history - The member's personnel file will be reviewed and a summary compiled. This may include performance evaluations, commendations, and previous disciplinary actions of the member.

Summary of the incident - Forward a brief written statement of findings to the Fire Chief concerning events of the investigation. If the investigation involves criminal activity, a Police Report will be requested through the Fire Chief.

Conclusions - From the information available, the supervisor will make a determination of innocence or guilt. Also, any extenuating circumstances will be discussed in this section.

Recommendations - This section includes the recommended disciplinary action or alternate course of action, if any.

Attachments - Additional documents that the supervisor feels should be a part of the investigative report.

The completed report shall be forwarded to the Fire Chief. The investigative report shall remain **CONFIDENTIAL** to the extent allowed by the State Open Record Laws.

13.3 Disciplinary Action Procedures

In general, progressive discipline involves the following steps:

Verbal Reprimands: The least serious form of disciplinary action used is a verbal reprimand, considered to be a form of guidance for Line personnel and effective in dealing with minor infractions. If unsatisfactory conduct or performance occurs after the Member has been properly trained or informed, a verbal reprimand will be administered. A verbal reprimand shall be documented and prepared in duplicate. The Department retains the original document, and a copy is given to the Member.

Written Reprimands: Written reprimands will be administered to document a repeat offense of a minor infraction, or a more serious single infraction for which a suspension, demotion or dismissal is not appropriate. The original reprimand will be forwarded to the Fire Chief for placement in the member's permanent personnel file, and one copy will be given to the employee.

Suspension, Demotion or Dismissal Suspensions: Demotions and dismissals will be used as punishment for repeated incidents of rule infractions, or a single major infraction by an employee. It is the responsibility of the supervisor to stabilize a situation in which immediate action is necessary. This may require relieving the employee from duty until a decision is made concerning the official action to be taken. Supervisors should not commit themselves to a particular form of disciplinary action before consulting with the Fire Chief.

Preparation of Disciplinary Action Memo: A memo documenting any disciplinary action will be addressed from a supervisor to an employee. The supervisor will explain the contents of the memo and answer any questions. The member or a witness will sign the document as an indication that the member received a copy of the memo. The member's signature does not imply that the member agrees with the content of the memo.

Additional information regarding discipline can be found in the Town’s Employee Handbook.

14 Town Vehicle Use

- Town owned vehicles are only to be used for Town business with personnel following these rules (additional information can be found in the Town’s Employee Handbook under *Use of Town Vehicles and Equipment*):

- Town owned vehicles are only to be used for Town business.
- Before using a Town vehicle to attend training, meetings, conferences, etc. or for any other business-related reason that is out of the city, you must first obtain permission from the Division Chief of Training for training related travel, or from the Fire Chief for any other reason.
- A vehicle may be taken home with you only when approved in advance by the Fire Chief or Assistant Fire Chief and only when your travel destination is closer to where you live than it is to the Town.
- When authorized to take a vehicle home, the employee is not to stop for any personal business on the way home except as necessary in the performance of his/her duties. The vehicle is to remain parked at home until the employee leaves for the authorized destination.
- When driving a Town vehicle, the employee shall take the most direct route to his/her destination.
- The employee driving is responsible for following all laws and posted speed limits.
- Fines related to an employee's failure to obey the law will be the employee's responsibility.
- The employee shall limit the travel while away from the Town to that which is necessary and shall not park the vehicle at any location that would draw discredit to the Town.
- Any accident involving Town-owned vehicles is to be immediately reported to the on-duty Battalion Chief.

SECTION 3

15 Daily Schedule/Rules

15.1 Station/Apparatus/Equipment Maintenance

Oncoming line personnel shall, as a team, first thoroughly check and maintain all assigned personal gear, apparatus, and equipment. The daily apparatus checklist shall be completed at the beginning of each shift for all front-line apparatus. Reserve apparatus and staff vehicles shall be checked on a weekly basis provided it (reserve apparatus) has not been placed in service. If a reserve apparatus has been placed in service or has had equipment removed, it is to be checked daily as a front-line unit until returned to reserve status with all equipment intact. Equipment found broken or missing shall be reported to the Battalion Chief. If Line personnel are unable to make minor repairs, they will complete a formal maintenance request. The Fire Chief or Assistant Fire Chief shall be notified immediately if any apparatus is taken out of service and/or major repairs are necessary.

15.2 Station/Apparatus Cleaning

The apparatus and station will be thoroughly cleaned each day by the oncoming shift. The Company Officer or Acting Officer will be responsible for the maintenance and cleanliness of the apparatus, equipment, stations, and grounds, and shall be kept in excellent condition at all times. Each member shall be assigned daily duties. The kitchen shall be cleaned after each meal. Apparatus are not required to be cleaned when an incident occurs after 2100 hours or during periods of inclement weather when additional calls are likely. However, during normal working hours when station visitors are likely, the apparatus is to be rinsed off at a minimum when returning from a call to remove road grime.

15.3 In-Service/Physical Fitness Training

The Company Officer or Acting Officer will be responsible for ensuring that Line personnel receive the required daily in-service training and daily physical fitness training.

15.4 Visitors

Visitation by civilians, including family of line personnel, may be permitted at the convenience of the Department and with the knowledge of the officer in charge. Guests who are minors shall be accompanied by a parent or guardian at all times, and minor children of employees shall be accompanied by an off-duty parent or guardian with possible exceptions for career day or similar events as approved by a Chief Officer. Visitation shall not interfere with the operation of the department and shall take place in public areas only. Visitation shall be limited to a reasonable period and no guests shall remain in the fire station past 10:00 p.m. without prior approval of the Fire Chief or his/her designee.

15.5 Downtime Activities

Line personnel shall limit TV time between the hours of 0700 and 1600 hours. Exceptions are Town designated holidays and weekends, only after completion of all duties, and at lunchtime during local news from 12:00 noon until 12:30 p.m. Exceptions can be made during events of local or national significance such as breaking news, extreme weather, etc. It is the responsibility of the station officer to make sure that these times are adhered to. Abuse will result in the elimination of this privilege.

15.6 Security

The Station Officers shall be responsible for ensuring that their station is secured before retiring. Bay doors are to remain closed when personnel are not in quarters but may remain open during favorable weather when the station is occupied and personnel are either working outdoors or in the bay.

15.7 Sleep Time

Line personnel are not permitted to be in bed before 2100 hours and shall be out of bed by 0530 hours. The Company Officer may authorize a member who becomes ill while on duty to lie down for a period of time to see if they can continue to work or need to be relieved of duty.

15.8 Telephone Procedures

Telephones shall be answered in a professional manner. The member shall answer the phone by stating: “Smyrna Fire Station (1, 2, 3, etc.), firefighter name” (Engineer, Lt., etc.). Line personnel shall limit personal phone use as appropriate during work hours.

15.9 Record Keeping

A record of all pertinent information for each shift shall be recorded by the Battalion Chief in the Daily Shift Report. Hours worked shall be tracked for each member by the Battalion Chief using the appropriate timekeeping method. All incident reports shall be completed by the end of shift with the exception of significant fires or other major incidents where additional information must be collected.

15.10 General Operating Guidelines

In addition to these Administrative Rules and Regulations, a set of General Operational Guidelines (GOG’s) have been established to provide guidance in the day-to-day activities in the fire station and on the scene of emergencies. All personnel are responsible for being familiar with these guidelines and following their direction unless there are special circumstances that would justify deviation from these guidelines.

15.11 Social Media

The use of social media and blog sites by individuals, industry, and municipalities has grown tremendously in recent years. This increased use and participation has created virtually limitless opportunities for communication and sharing between individuals and groups, but it has also lent itself to a new array of problems. Stories are published nearly every day recounting how the broadcasting or posting of personal information, confidential or protected material, inappropriate photographs, and the like have resulted in persons being embarrassed, disciplined, terminated, or even charged in a court of law. The policies and recommendations found in this guideline are designed to help employees avoid facing a similar circumstance.

Posting or Sharing of Materials via Social Media, Blogs, and Personal Websites:

- The Employee Shall adhere to:
    - The Rules of Conduct in the SFD Administrative Policies and Procedures Manual.
    - The provisions of GOG #111, Use of Station Computers and Email.
    - The provisions of GOG #112, Social Media.
    - The General Policies and Procedures and Code of Ethics as contained in the TOS Employee Handbook.
    - Town of Smyrna Social Media Policy.

Any postings which are deemed in violation of these rules may result in formal discipline up to and including termination.

- The sharing of materials obtained using personal cell phones, cameras, and other recording devices on the scene of an incident is strictly prohibited without the expressed consent of a Chief Officer. Materials obtained on the scene of an incident become the property of the Smyrna Fire Department, regardless of how they are obtained.
- No photos obtained from SFD's shared computer drives may be posted without the expressed consent of a Chief Officer.
- Internet postings shall not disclose any information that is confidential or proprietary to the Town, the Department, or to any third party that has disclosed information to the organization.
- The employee must never characterize themselves as representing the Town or the Department when expressing his/her opinions, or claim to be acting or speaking on the Town's behalf.
- No Smyrna Fire Department insignias, logos or trademarks shall be used without the expressed consent of a Chief Officer. Respectful images featuring insignias on apparatus or uniforms are exempt from this rule as long as prior approval is granted.
- Internet postings must respect copyright, privacy, fair use, HIPAA, and other applicable laws.

SECTION 4

16 Uniforms/Grooming

The intent of this policy is to ensure that personnel present a professional image when in public and to establish consistency among the crews regarding their appearance while allowing some flexibility under certain conditions as described herein. There are four classes of uniforms within the Smyrna Fire Department lettered A, B, C, and E. The standard Uniform of the Day (UOD) will most generally be Class C. In some cases, a chief officer may designate a department-wide UOD when multi-company activities are planned. Any discrepancy regarding the appropriate UOD will be settled by the on-duty Battalion Chief.

16.1 Class A (Dress)

The Class A uniform (when provided) will be worn at official formal functions such as funerals, weddings, ceremonies, or other department sanctioned events at the discretion of the Fire Chief or his/her designee.

The Class A uniform will consist of:

- Dark navy double-breasted dress coat and trousers.
- White uniform shirt and dark navy trousers for chief officers and lieutenants, light blue uniform shirt and dark navy trousers for engineers and firefighters, with sleeve patches dressed out as described in bullet point 5 below.
- Metal badge, service or award ribbons, collar pins, and nameplate.
- Officers will wear rank pins on their collars; firefighters and engineers will wear SFD pins on their collars.
- Class A coats will have the department patch on the left sleeve and an American flag on the right.
- Class A coats will have one silver stripe on each sleeve for engineers and one gold stripe on each sleeve for officers, equal to the number of bugles for each rank.
- Maltese cross patches, one for every 5 completed years of total time served in in the fire service, may be sewn above the upper most stripe on the left sleeve in the same color as the rank stripe.
- White undershirt T-shirts (with no lettering) for all personnel.
- Dark navy or black tie.
- Black uniform shoes with black or navy calf socks.
- Black leather uniform belt.
- White hats for officers, blue caps for firefighters and engineers. Hats are optional depending upon the event as determined by a chief officer.
- No other device or pin may be worn on any uniform without the approval of the Fire Chief or his/her designee.

16.2 Class B (Brass)

The Class B uniform will serve as an optional UOD for administrative personnel or worn by line personnel for special events as deemed appropriate. For line personnel, Class B is the same as Class A with removal of the coat and relocation of brass from the coat to the shirt*.

The Class B uniform will consist of:

- White uniform shirt and dark navy trousers for chief officers and lieutenants, light blue uniform shirt and dark navy trousers for firefighters and engineers, with sleeve patches as described previously.
- Metal badge, collar pins, and nameplate.
- White undershirt T-shirts (with no lettering) for all personnel.
- Black tactical or uniform boots or shoes with black or navy calf socks.
- Black leather uniform belt
- Tie is optional as determined by a chief officer.
- No hat will be worn.
    - *Award ribbons optional on Class B shirt.

Brass: Nameplate will be centered above the right pocket, flush with top edge of pocket flap. Service or award bars, if worn, will be centered ¼" above the nameplate. SFD collar brass will be placed parallel with the bottom edge of the collar approximately ½" from the point of the collar. Officer rank collar brass will be centered 1 inch from the front and lower edges of the collar, with the vertical axis of the collar brass positioned along an imaginary line bisecting the angle of the collar point. No other device or pin may be worn on any uniform without the approval of the Fire Chief or his/her designee.

The Class B uniform shirt may be removed during training, hydrant servicing, at fires, and other work details at the officer's discretion, or after 1800 hours around the station, providing that a department-issued T-shirt is worn.

16.3 Class C (Cloth)

The Class C uniform will be considered the standard UOD for line personnel and an optional UOD for administrative staff. It is to be worn under routine circumstances and whenever the person or crew represents the department in a business or professional setting such as meetings, inspections, public education events, and other times when exposure to the public is high.

The Class C uniform will consist of:

- White or navy uniform shirt with name strips, embroidered name, and sleeve patches for chief officers
- Dark navy uniform shirt with red and gold embroidered name and rank, sleeve patches, and EMS certification level for lieutenants

- Dark navy uniform shirt with red and white embroidered name and rank, sleeve patches, and EMS certification level for engineers and firefighters.
- Dark navy uniform pants.
- Appropriately colored T-shirts for chief officers (white; no lettering) and line personnel (dark navy).
- Black tactical or uniform boots or shoes with black or navy calf socks; white socks may be worn with boots.
- Black uniform belt
- Department-issued ball cap optional.

The Class C uniform shirt may be removed during training, hydrant servicing, at fires, and other work details at the officer's discretion, or after 1800 hours around the station, providing that a department-issued T-shirt is worn.

16.4 Class E (Exercise)

The Class E uniform will be worn while participating in daily physical fitness training. The Class E uniform consists of:

- Dark navy or white department issued t-shirt
- Dark navy athletic shorts or sweatpants
- Athletic shoes
- White or black socks
- All workout wear must be appropriate and modest in nature as determined by the company officer.

The employee would be expected to change back to the UOD following a brief cool down period not to exceed 30 minutes after completing their daily physical fitness training. Bunker pants must be donned prior to responding to a call if shorts are being worn.

16.5 Training Dress Code

All personnel, while attending department-sponsored training (any training where time or costs are compensated such as extra time, educational leave, registration, lodging, transportation, food, city vehicle use, et cetera) will comply with the following dress code during class hours:

- Class C uniform ***or***
- An appropriate golf style shirt and dress/tactical pants ***or***
- Collared shirts, dress/tactical pants
- Appropriate shoes and socks.

Specifically excluded attire include jeans, shorts, t-shirts*, tank tops, ball caps, open toed shoes, athletic shoes, and sandals.

*T-shirts only may be worn when permitted by the instructor (for example, practical skills stations, drills, et cetera).

16.6 Job Shirts

The job shirt will contain block-style embroidered name, rank, and EMS level (gold for officers, white for firefighters and engineers), and sleeve patches. The job shirt may be worn over the designated UOD or department-issue T-shirt around the station, as well as during training, hydrant servicing, at fires, and other work details at the officer's discretion.

16.7 Coats and Jackets

Only coats or jackets approved by the Fire Chief or Assistant Chief may be worn while on duty.

16.8 Uniform Shoes/Boots

All Line personnel are required to wear black uniform shoes or boots with the Class A, B, and C uniform. "Uniform shoes" are those which are professional in appearance and take a polish. Tactical shoes or boots-–specialized footwear designed primarily for military, law enforcement, fire/EMS personnel—are durable, lightweight footwear designed to provide protection, support, and mobility for professional or field environments. Personnel shall wear uniform or tactical-style shoes/boots with Class B and C, and uniform or dress shoes with Class A. Footwear deemed to be "athletic" in design, structure, or purpose will only be permitted when wearing the Class E uniform (except with shorts as indicated below). When any ambiguity exists as to the acceptability of a uniform shoe, a chief officer will make the final determination.

16.9 Shorts

Uniform shorts provided by the department may be worn as part of the Class C uniform with ambient temperatures in the Smyrna regional area are forecasted to be at or above 90° F, and/or during approved outdoor training events when deemed appropriate by the Battalion Chief. Shorts must be paired with black athletic or tactical shoes (no more than 4 inches in height) and short (black) ankle socks.

16.10 Baseball Caps

Baseball style caps bearing station or company logos may be worn on duty providing the Fire Chief has approved the design. During planned/special events where multiple companies are involved, a department-issued cap shall be worn.

16.11 Uniform Condition

All uniform clothing worn by line personnel shall meet department specifications. Line personnel shall wear and maintain neat and clean uniforms

with shoes and brass polished. Uniforms shall be in good condition, complete with buttons, patches and accessories. Uniforms shall not be worn off duty in an official capacity without permission. Battalion Chiefs have the discretion to determine the classification of uniform to be worn. It is the company officer's responsibility to ensure that his/her crew is in compliance with this policy.

16.12 Uniform Allowance

Each Member will receive an annual uniform allowance and shall maintain the minimum issue of uniforms After any uniform order is placed with the uniform company, it shall be the member's responsibility to check uniform orders for accuracy. All uniform orders in a given fiscal year (July 1 thru June 30) must be completed no later than February 1st. Orders placed after this date will not be approved.

16.13 Relinquishing Uniforms

Line personnel leaving the employment of the Town shall surrender all department property bearing Smyrna Fire Department patches or logos to the uniform program manager or designee. Failure to do so at the time of departure by the member may result in withholding the final paycheck by the Town until such items are returned. T-shirts are exempt from this requirement.

17 Personal Appearance and Grooming Standards

The Fire Department standards for personal appearance and grooming are as specific as practical in order to establish the parameters with which personnel must comply. The grooming standards do not allow for extreme styles of hair, jewelry, or eyeglasses. This type of appearance in individuals detracts from uniformity and team identity. Because it is impossible to provide examples of every appropriate or unacceptable style of conservative or eccentric grooming and attire, the good judgment of Fire Department personnel at all levels is key to compliance with standards in this issue, as in other issues.

17.1 Hair

Personnel will keep their hair cut and trimmed to present a neat, clean, and conservative appearance. An unkept or untidy appearance will not be permitted. Hair color will be of a natural color. No hairstyle will be permitted that interferes with the use of safety equipment.

Hair shall be arranged in such a way so it does not extend past the bottom of the uniform collar. Hair may be pinned securely up against the head or braided to meet this requirement. No ribbons or ornaments shall be worn in the hair. Non-decorative bobby pins, barrettes, clips or hair bands may be used to meet this standard. Ponytails may be worn during routine work and training exercises, providing they do not interfere with the donning of the helmet or other emergency equipment. For planned events or when wearing Class A or B uniforms,

unrestrained hair in the back must be secured as indicated above and not fall below the lower edge of the uniform collar.

Personnel will keep their sideburns neatly trimmed and no longer than the bottom of the lobe of the ear. Sideburns will not be wider than 1 1/4 inch. The face will be clean-shaven, except that a mustache may be worn. Personnel will keep mustaches neatly trimmed and will not allow mustaches to extend more than ½ inch beyond the corners of the mouth. Beards or goatees of any form are not permitted.

17.2 Jewelry

Necklaces, pendants, medallions, et cetera are not to be worn on the outside of the uniform. Only small stud earrings in silver or gold will be permitted while on duty.

Watches and medical alert bracelets may be worn if the item does not interfere with the use of gloves or turnout gear.

Rings may be worn if the ring is not overly large and does not subject the wearer to potential injury.

Sunglasses and frames are to be of neutral tones and shades. Frames should be of simple and professional design. Only athletic type restrainers should be worn.

17.3 Tattoos

Personnel with tattoos must take measures to ensure compliance with Town policy. Recognizing that the duties of line personnel can vary between “routine public contact” or “occasional public contact”, the following guideline will be adhered to:

Visible tattoos on the neck and face are not allowed. Other visible tattoos that do not contain offensive, vulgar, racist, or sexual words or imagery are permitted. Tattoos that are found to be in violation of our policy must be covered in accordance with the Town’s dress code while performing job duties. During planned public contact events (inspections, station tours, public education, etc.), hand tattoos must be covered utilizing tattoo cover up gloves/sleeves or tattoo cover-up makeup. The department head (Fire Chief) and/or HR Director will have the final say on what is considered offensive or inappropriate.

Smyrna Fire Department
Policies & Procedures Manual

- Newly developed administrative policy manual
- Department-specific companion to the Town of Smyrna Employee Handbook
- Establishes consistent standards and expectations for personnel and operations
- Designed to promote safety, professionalism, and accountability
- Developed using input from senior staff and peer-led committees, as well as industry best practices

Governance & Organizational Structure

- Defines organizational structure and chain of command
- Standardizes terminology, roles, and responsibilities
- Establishes a formal process for policy updates and revisions
- Ensures consistent application across all shifts and divisions

Employee Expectations & Accountability

- Outlines job requirements, certifications, and promotion standards
- Defines training, fitness, and professional conduct expectations
- Provides clear guidance on attendance, leave, scheduling, and overtime
- Addresses uniform and grooming standards for consistency

Operations, Safety & Public Trust

- Sets standards for daily operations, stations, and equipment
- Defines on-duty injury reporting and employee safety procedures
- Establishes guidelines for use of department vehicles and resources
- Addresses social media and public conduct to protect public trust

Administrative Overview

- Aligns appearance expectations with safety and public image
- Promotes fairness, transparency, and accountability
- Strengthens alignment with Town policies and expectations

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.h.
Department: Grants
Date: January 13, 2026

Subject:
Approval of the terms of, an authorization for the Mayor to execute, a federal contract with the U.S. Department of Housing and Urban Development (HUD) for FY2025 CDBG Entitlement funds for a new playground at Hill Top Rosenwald Park.

Fiscal Impact:
$412,974 in CDBG Funds. No match required.

Contract Type:
Original Contract

Contract Term (if applicable):

Background:

The U.S. Department of Housing and Urban Development provides annual funding to municipalities with populations over 50,000 to support community revitalization projects. This funding is administered through the CDBG Entitlement Program. The allocation amount is determined by a formula established by HUD.

For Fiscal Year 2025, Smyrna, Tennessee, has been allocated $412,974. This is the first year the Town of Smyrna will receive this federal grant, and the town looks forward to beginning this partnership with HUD. The grant will serve as a foundational investment, allowing the town to expand programs that assist residents in low and moderate-income neighborhoods before pursuing additional CDBG opportunities.

The town's first project with this funding is the renovation of the 25-year-old playground at Hilltop-Rosenwald Park. This project was selected due to the short timeline associated with the new funding. A Grant Coordinator is required as part of the program, and the town's first Grant Coordinator was hired with just enough time to identify a shovel-ready project and complete the required Consolidated and Annual Action Plan, which is available on the town's website.

Summary:

. The grant will support community revitalization efforts, with the initial project focused on renovating the 25-year-old playground at Hilltop Rosenwald Park. The town hired its first Grant Coordinator to meet program requirements and complete the necessary planning documents. Of the total allocation, $22,974 will cover administrative costs and about $390,000 will fund the playground renovation, with a ribbon cutting expected in February or March.

Recommended Council Action:

Staff recommends approving the CDBG Grant Contract for FY25.

Attachments:

1. Federal Award Agreement
2. CDBG 2025 Grant Agreement

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Smyrna 315 S LOWRY ST SMYRNA, TN 37167-3416	12. Assistance listing number and title: • 14.218, Community Development Block Grant Program for Entitlement Communities • 14.225, Community Development Block Grant Program for Insular Areas • 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: TF6KXLJY2126	13. Amount of federal funds obligated by this action: $412,974.00
3. Tax identification number: 626012665	14. Total amount of federal funds obligated: $412,974.00
4. Federal Award Identification Number (FAIN): B25MC470015	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $412,974.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be

amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements*. The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements*. The Recipient must comply with the following requirement(s) if checked below:

   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200*.

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods*. If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate*. If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters*. If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records*. The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance*. If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities

Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas

Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

1. *Environmental Review*. The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

2. *Public Use*. The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.

6. *Violence Against Women Act*. The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	$412,974.00	9/30/2033	9/30/2033

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
Knoxville Field Office
710 Locust Street, Southwest, Suite 300
Knoxville, TN 37902

December 18, 2025

Dennis Molina, Grants Coordinator
Town of Smyrna
315 S Lowry St

Smyrna, TN 37167-3416

SUBJECT: Fiscal Year 2025 Grant Agreement Transmittal

Dear Dennis Molina:

The Knoxville Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities through the Department of Housing and Urban Development (HUD) programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	$412,974.00
Total FY 2025 Award	**$412,974.00**

Federal Award Agreement

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan or Annual Action Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. By executing the Federal Award Agreement, you are entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, Federal Register notices, and award terms and conditions that apply to those funds and activities.

Please carefully note the addenda that are part of each agreement.

HUD recognizes that federal courts including the U.S. District Court of Rhode Island in *Rhode Island Coalition Against Domestic Violence, et al. v. Kennedy, et al*., 1:25-cv-00342 (D.R.I.) have issued injunction orders which now impact all CPD Federal Award Agreements and grantees. To preserve all legal rights and defenses, the enclosed agreement contains the same conditions at issue in those orders. For grantees who are plaintiffs covered by those orders or for non-plaintiff grantees who are otherwise covered by those orders, be advised that HUD will comply with all applicable injunction orders and will not implement or enforce the

challenged conditions consistent with those orders while those orders are in effect. This will include HUD disregarding any "certifications" or "compliance" statements as covered by those orders. Accordingly, kindly return an executed copy of the Federal Award Agreement, as discussed below, and HUD will make grant funds at issue in your agreement available. Please be further advised that should the injunction order that currently prohibits HUD from enforcing the challenged conditions as to your grant or award be stayed, dissolved, or reversed, the agreement, with the challenged conditions, will become effective.

Executing the Agreement

The authorized official **must** complete Addendum 3. Indirect Cost Rate Schedule for each agreement, even if no indirect costs will be charged under the grant. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Please note that the Office of Management and Budget (OMB) issued revised Guidance and the *de minimis* indirect cost rate increased from 10 percent to up to 15 percent of Modified Total Direct Costs.

After inputting their name and title, the authorized official must execute each agreement, with a signature, and date. No other additions other than those described here should be made to the grant agreement without prior written approval. Please ensure the Chief Elected Official or authorized official signs the agreement.

You must return the entire Federal Award Agreement, including all addenda, to this office via the Field Office General Email Inbox: Knoxville.CPD@hud.gov. HUD will be signing the grant agreement second and will return to your office a copy of each signed agreement for you to maintain in your local program files.

HUD congratulates the Town of Smyrna on your grant award(s), and we look forward to assisting you in accomplishing your program goals. If you have any questions or need further information or assistance, please contact your assigned Field Office representative Alex Moore at alex.moore@hud.gov or email our Office at Knoxville.CPD@hud.gov.

Sincerely,

/s/ Erik Hoglund

Erik Hoglund
CPD Director
Office of Community Planning and Development

Enclosure(s)

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.i.
Department: Public Works
Date: January 13, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, Amendment No. 2 with Energy Land and Infrastructure relative to Lee Road Phase 1.

Fiscal Impact:

Original Contract:	$ 444,765.00
Amendment No. 1:	$ 7,700.00
Amendment No. 2:	$ 87,970.00
Adjusted Agreement:	$ 540,435.00

FY25-26 Budget $450,100 Acct. 320-43101-912
$350,000 remaining to cover Amendment No. 1 and 2 and Start Phase 1 ROW

Contract Type:
Contract Change Order /Amendment

Contract Term (if applicable):
6 months from amendment effective date

Background:
Phase 1: From .4 miles west of Lancaster Road to Bermuda Chase Street.

Summary:
This amendment is for design changes due to the potential Rutherford County School property and sidewalks on that side of the road project. Also, alignment and grading changes to accommodate environmental constraints were discovered along the roadway corridor.

Recommended Council Action:
Staff recommends approval of the contract amendment.

Attachments:
1. Energy Land Infrastructure Agmt for Lee Road Improvements Project_Executed
2. Lee Road Widening - Phase I - Amendment No. 1 Executed
3. Lee Rd_Amendment 2_ELI_121025 (1)

4. Lee Road School Site Traffic Impact Study

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

Page

Article 1— Services Of Engineer 1
1.01 Scope 1
Article 2— Owner's Responsibilities 1
2.01 Project Information 1
2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents 2
2.03 Owner-Furnished Services 3
2.04 Owner's General Responsibilities 4
2.05 Payment 5
Article 3— Schedule For Rendering Services 5
3.01 Commencement 5
3.02 Time for Completion 5
Article 4— Invoices And Payments 6
4.01 Invoices 6
4.02 Payments 6
Article 5— Opinions Of Cost 7
5.01 Opinions of Probable Construction Cost 7
5.02 Opinions of Total Project Costs 7
Article 6— General Considerations 7
6.01 Standards of Performance 7
6.02 Ownership and Use of Documents 9
6.03 Electronic Transmittals 10
6.04 Insurance 10
6.05 Suspension and Termination 12
6.06 Successors, Assigns, and Beneficiaries 13
6.07 Dispute Resolution 14
6.08 Controlling Law; Venue 14
6.09 Environmental Condition of Site 14
6.10 Indemnification and Mutual Waiver 16
6.11 Records Retention 16
6.12 Miscellaneous Provisions 17
Article 7— Definitions 17
7.01 Defined Terms 17
Article 8— Exhibits And Special Provisions 22
8.01 Exhibits to Agreement 22
8.02 Total Agreement 22
8.03 Designated Representatives 22
8.04 Engineer's Certifications 22
8.05 Conflict of Interest 23

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Smyrna, TN** (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 **Lee Road Widening – Phase 1** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Survey and Design of approximately 1.33 miles of Lee Road from 4000 feet east of Cooks Lane to 3600 feet west of Rocky Fork Road**.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. 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 Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, topographic mapping, and utility documentation.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

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2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

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D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

E. 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 of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

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I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	$ 444,765.00	Hourly Rates

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.

2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.

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

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or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: 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, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. 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, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

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ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. 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.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: 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 Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, 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.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in

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Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. 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 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.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. 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

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Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (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.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.

2. Engineer grants Owner a limited license to use the 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 relating to preparation of the Documents, and subject to the following limitations:

a. 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;

b. 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;

c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from 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

d. such limited license to Owner shall not create any rights in third parties.

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of

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intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, 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 Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

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3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

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I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:

a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. 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.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.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 6.05.B.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; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

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3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

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 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 Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

A. 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 6.06.B 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.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or 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.

C. Unless expressly provided otherwise in this Agreement:

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1. 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.

2. Nothing in this Agreement will 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.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:

1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:

a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.

b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained

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pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

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6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer 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. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all

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Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

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5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, 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.

10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

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15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any

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Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

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37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all

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materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer's Services.

B. Exhibit B, Deliverables Schedule.

C. Exhibit C, Amendment to Owner-Engineer Agreement (form).

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **(NOT USED)**

E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form). **(NOT USED)**

F. Exhibit F, Electronic Documents Protocol (EDP). **(NOT USED)**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual 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 written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Agreement's Effective Date is Dec. 12, 2023.

Owner:	Engineer:
Town of Smyrna, Tennessee (name of organization)	Energy Land & Infrastructure, LLC (name of organization)
By: (individual's signature)	By: DocuSigned by: (individual's signature)
Date: 12/12/2023 (date signed)	Date: 63918CE8FD3E4A9... 12/12/2023 (date signed)
Name: Mary Esther Reed (typed or printed)	Name: Timothy L. Haggard, PE, RLS (typed or printed)
Title: Mayor (typed or printed)	Title: Associate Vice President (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: (individual's signature)	Attest: (individual's signature)
Title: Amber Hobbs, Town Clerk (typed or printed)	Title: (typed or printed)
Address for giving notices: 315 S Lowry Street Smyrna, TN 37167	Address for giving notices: 745 South Church Street, Suite 801 Murfreesboro, TN 37130
Designated Representative:	Designated Representative:
Name: Charles King (typed or printed)	Name: Timothy L. Haggard, PE, RLS (typed or printed)
Title: (typed or printed)	Title: Associate Vice President (typed or printed)
Address: Town of Smyrna 315 S Lowry Street Smyrna, TN 37167	Address: 745 South Church Street, Suite 801 Murfreesboro, TN 37130
Phone:	Phone: (615) 438-9664
Email: Charles.King@townofsmyrna.org	Email: Tim.Haggard@eli-llc.com

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EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

EXHIBIT A—ENGINEER'S SERVICES

EXHIBIT B—DELIVERABLES SCHEDULE

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE **(NOT USED)**

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK **(NOT USED)**

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP) **(NOT USED)**

EXHIBIT G—INSURANCE

EXHIBIT H—DISPUTE RESOLUTION

EXHIBIT I—LIMITATIONS OF LIABILITY

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE

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EXHIBIT A—ENGINEER'S SERVICES

The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.

The Study and Report Phase services are not included in the Basic Services and have not been included in the Basic Services fee but are available as part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.

Project Understanding

The work is generally described as survey, roadway design, right-of-way acquisition assistance, and contract documents for the widening of approximately 7000 feet (1.33 miles) of Lee Road from an existing two-lane rural section to a three-lane cross section with curb & gutter and sidewalks (hereinafter called the Project). The Project Limits will generally be described from approximately 4000 feet east of Cooks Lane to approximately 3600 feet west of Rocky Fork Road.

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 engineering design and right-of-way acquisition for approximately 7000 feet (1.33 miles) of Lee Road from approximately 4000 feet east of Cooks Lane to approximately 3600 feet west of Rocky Fork Road. The digital terrain model (DTM) width will be 100' centered on existing Lee Road. The survey will include 6 side roads that will extend 100 feet along the side roads from the centerline of Lee Road. 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 along with the resolution of approximately 50 adjoining property tracts. Deliverables will include planimetrics, 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. Refer to the following pages for the survey limits.

1.2. Right-of-Way and Easement Acquisition Staking

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1.2.1. ELI will provide a one-time staking of the proposed right-of-way and/or easement acquisition parcels including iron pins at the primary corners of the property tracts. Staking is limited to an estimated 24 parcels located primarily south of Lee Road.

1.3. Right-of-Way and Easement Acquisition Parcel Exhibits and Descriptions

1.3.1. At the Owner's request, ELI will prepare Right-of-way and/or Easement Acquisition Exhibits and Descriptions for the affected parcels, limited to an estimated 24 tracts for budgeting purposes.

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 three phases including Preliminary Plans, Right-of-way 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
- Driveway Profiles
- Culvert Cross Sections
- Preliminary Signing and Marking
- Roadway Cross Sections

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

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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 Right-of-Way Plans

2.2.1 Following acceptance of the Preliminary Plans, ELI will begin preparation of the the Right-of-Way Plans which will include the following sheets:

- Title Sheet
- Index with Standard Drawings
- Typical Roadway Sections
- Detail Sheets
- Right-of-Way Notes
- Property Map and Right-of-Way Acquisition Table
- Present Layout
- Right-of-Way Layout
- Proposed Layout
- Mainline/Sideroad Profiles
- Culvert Cross Section
- Driveway Profiles
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Traffic Control
- Signing and Marking
- Roadway Cross Sections

2.2.2 Right-of-way 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.

2.3 Construction Plans:

2.3.1 Following Owner concurrence and acceptance of the Right-of-Way Plans, ELI will begin preparation of the Construction Plans consisting of the following sheets:

- Title Sheet
- Index and Standard Drawings
- Estimated Roadway Quantities
- Estimated Bridge Quantities
- Roadway Typical Sections
- General Notes

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- Special Notes
- Detail Sheets
- Property Map and Right-of-Way Acquisition Table
- Present Layout
- Right-of-Way Layout
- Proposed Layout
- Mainline/Sideroad Profiles
- Culvert Cross Section(s)
- Driveway Profiles
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Traffic Control Plans
- Signing and Marking
- Roadway Cross Sections

2.3.2 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.

2.3.3 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.

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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. 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. Right-of-Way Plan Distribution

Upon completion of Right-of-Way Plan preparation, ELI will distribute the approved Right-of-Way Plans 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 during Right-of-Way design, and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities and prepare final utility relocation plans.

3.2.2. Final Plans Review Meeting

During the Construction Plans final design phase, if there are any changes made to the proposed 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.** 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

ELI will prepare and submit the Storm Water Pollution Prevention Plan (SWPPP) permit documents required by TDEC for the land disturbance activities associated with this project. The SWPPP will consist of drawings and a technical narrative describing erosion and sediment control measures that should be implemented during construction to

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reduce the negative downstream impacts due to pollutant run-off related to construction activities.

ELI will submit the SWPPP document to TDEC for review. ELI will revise the SWPPP document in accordance with comments received from TDEC and will resubmit a final SWPPP document to TDEC for approval. The Town of Smyrna shall be responsible for all permitting and review fees associated with this task.

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 be required for the project. ELI will prepare the NPDES General Permit application and will submit it to TDEC along with the approved SWPPP document for processing by TDEC.

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 this Agreement.

Scope Item 5: Bid Phase Services

5.1. Proposal Contract (Bid Book) Preparation

ELI will prepare a proposal contract in accordance with TDOT and Town of Smyrna standards. 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 proceed with bidding 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 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

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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 Engineering & Inspection Services

All Construction Administration, Construction Engineering, and Inspection Services are excluded from this Agreement until such time the Owner chooses to issue an Amendment to this Agreement to include the performance of said services. Construction Engineering & Inspection Services can be added to this Agreement in accordance with the terms included herein and approval and execution of a completed AMENDMENT TO OWNER-ENGINEER AGREEMENT included as EXHIBIT C.

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EXHIBIT B—DELIVERABLES SCHEDULE

ELI understands that the Owner desires to get the Project under construction within 18 months of Notice to Proceed. ELI will endeavor to complete the services described herein with efficiency according to the following preliminary milestone schedule:

Activity	Milestones
Notice To Proceed	January 2, 2024
Survey Substantial Completion	March 28, 2024
Preliminary Plans Submittal	July 11, 2024
Right-of-Way Plans Submittal	November 7, 2024
Construction Plans Submittal	February 27, 2025
Final Construction Plans Complete	March 27, 2025
Proposal Contract (Bid Book) Submittal	April 9, 2025
Advertisement For Bids	April 23, 2025
Bids Due	May 21, 2025
Contract Award	June 4, 2025
Contractor Notice to Proceed	July 2, 2025

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**
Engineer: **[Name of Engineer]**
Project: **[Name of Project]**
Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**
Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:
Original agreement amount: $
Net change for prior amendments: $
This amendment amount: $
Adjusted Agreement amount: $
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
Town of Smyrna	
(typed or printed name of organization)	(typed or printed name of organization)
By: Mary Esther Reed	By:
(individual's signature)	(individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: 12/12/2023	Date:
(date signed)	(date signed)
Name: Mary Esther Reed	Name:
(typed or printed)	(typed or printed)
Title: Mayor	Title:
(typed or printed)	(typed or printed)

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. Commencing with the performance of the Services hereunder, and continuing until the termination of the Agreement including during the performance of any warranty services, Consultant (and any tier subcontractors) shall maintain or cause to be maintained occurrence form insurance policies as follows: (a) Workers' Compensation specific to the applicable statutory requirements for the Services to be performed; provided that Consultant (or its subcontractor(s)) must notify if exempt from the statutory Workers' Compensation requirements; (b) Employer's Liability Insurance of not less than $1,000,000 each accident/employee/disease; (c) Commercial General Liability Insurance having an available limit of at least $1,000,000 per occurrence/$2,000,000 in the annual aggregate for contractual liability, personal injury, bodily injury to or death of persons, and/or loss of use or damage to property, including but not limited to products and completed operations liability (which shall continue for at least three (3) years after completion), and premises and operations liability coverage (d) Commercial/Business Automobile Liability Insurance (including owned, non-owned or hired autos) having an available limit of at least $1,000,000 each accident for bodily injury, death, property damage, with any fellow employee exclusion removed, and contractual liability; (e) Umbrella/Excess Liability insurance with available limits of at least $4,000,000 per occurrence and follow form of the underlying Employer's Commercial General and Auto Liability insurance, and providing at least the same scope of coverages thereunder; (f) Professional Liability/Errors & Omissions (E&O) Insurance (claims-made form acceptable with reporting requirements of at least three (3) years after completion) with no resulting bodily injury or property damage exclusion with available limits of at least $1,000,000 each claim.

B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

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EXHIBIT H—DISPUTE RESOLUTION

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 Non-Binding Mediation. If a good faith effort to resolve a dispute on terms satisfactory to both parties is unsuccessful, Engineer and Owner shall submit the dispute to non-binding mediation unless the parties mutually agree otherwise. The mediation will be conducted by a mediator acceptable to Engineer and will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by the Construction Industry Mediation Procedures of the American Arbitration Association. Each party agrees to pay its own costs in connection with the mediation and its proportionate share of the fees and costs of the mediation. Any dispute not resolved within thirty days after submission to mediation may be resolved by litigation in a court of competent jurisdiction in the State of Tennessee. If Engineer's Services relate to a Project in a state that requires venue for any action related to the Project lie within the state where the Project is located, venue may also lie in a court of competent jurisdiction within that state.

1.02 Duty to Continue Performance. Each party shall continue to perform under this Agreement pending the final resolution of any dispute or disagreement between Engineer and Owner.

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) 1.01, Mutual Indemnification, and 1.02, Limitation of Engineer's Liability:

1.01 Mutual Indemnification

A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

A. Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's Subcontractors, officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project, to Engineer's or its Subconsultants' or Engineer's Subcontractor's services, or to this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants, or Engineer's Subcontractors, will not exceed the total amount of **$250,000** or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

ARTICLE 1—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendix 1

4. The total compensation for such services is estimated to be $**444,765.00** based on the following estimated distribution of compensation:

a.	Roadway Survey (Includes Right-of-way Staking)	$ 99,504.00
b.	Preliminary Plans	$ 135,100.00
c.	Right-of-way Plans (Includes R.O.W. Exhibits & Descriptions)	$122,536.00
e.	Construction Plans (Includes Bidding Assistance)	$ 87,625.00
f.	Construction Engineering & Inspection	TBD

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.

7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

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1.02 Compensation for Reimbursable Expenses

A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.10.

1.03 Other Provisions Concerning Payment

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of 1.10.

B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.

D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

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E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J 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 Exhibit J.

B. Reimbursable Expenses are subject to review and adjustment per Exhibit J.

Engineering Staff Rates

Senior Principal Engineer	$225
Program Manager/Principal Engineer	$210
Senior Project Manager	$210
Project Manager	$175
Assistant Project Manager	$155
Senior Engineer/Engineer V	$170
Engineer IV	$155
Engineer III	$135
Engineer II	$120
Engineer I	$110
Intern	$80
CAD Manager	$140
Senior CAD Designer	$120
CAD Designer I	$90
CAD Technician II	$85
CAD Technician I	$70

Survey Staff Rates

Director of Survey/SUE	$195
Survey Manager (Office Level)	$165
Senior R/PLS | Assistant Survey Manager	$150
R/PLS | Survey/SUE Team Leader	$140
Survey/SUE Project Manager	$130
Lead Survey Technician	$115
Senior Survey Technician/Senior CAD Technician	$100
Survey Technician /CAD Technician	$90
Survey Intern	$80

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Professional Land Surveyor (R/PLS)	$125
Sr Survey/SUE Crew Chief	$100
Survey/SUE Crew Chief	$90
Sr Survey/SUE Technician	$80
Survey/SUE Technician	$70
Survey Crew (4-Person)	$290
Survey Crew (3-Person)	$225
Survey Crew (2-Person)	$160
Survey Crew (1-Person)	$145
UAS/UAV Photogrammetry Crew	$280
UAS/UAV LiDar Crew	$285
Mobile Scan Crew	$250

Administrative Staff Rates

Senior Admin	$90
Admin	$60

Reimbursable Expenses

Mileage	GSA Rate
Materials Markup:	Cost plus 10%
Outside Services, Subcontractors, Miscellaneous Expenses	Cost plus 10%
Per Diem:	$145/day
ATV Plus Trailer	$40/day

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STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the 12th day of December, 20 23 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 Energy Land & Infrastructure, LLC herein further referenced and identified as ("Vendor") in order to amend the terms of the Agreement, including all attachments, exhibits, or any actual or virtual documents or writing, including, but not limited to, all any "clickwrap," "clickthrough" or "click and accept" agreement or other Terms of Service scheduled for presentation to the Town Council for approval on the 12th day of December 20 23.

WITNESSETH

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

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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

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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

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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

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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.

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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.

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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)

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

VENDOR OR AGENT

VENDOR OR AGENT

MAYOR OF SMYRNA, TENNESSEE

Energy Land & Infrastructure

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **1**

Owner: **Town of Smyrna, Tennessee**
Engineer: **Energy Land & Infrastructure, LLC (ELI)**
Project: **Lee Road Widening – Phase 1**
Effective Date of Owner-Engineer Agreement: **December 12, 2023**

Nature of Amendment: (Check those that apply)

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

During the course of drainage design for the project, research and field investigations revealed the potential for unanticipated environmental impacts to regulatory streams and/or wetlands along the corridor. These potential impacts warrant a Jurisdictional Waters Determination (JWD) in accordance with protocols and guidelines of the State of Tennessee and the U.S. Army Corps of Engineers. ELI intends to subcontract with Griggs & Maloney, Inc. of Murfreesboro, Tennessee to provide the JWD for the project corridor. Refer to Exhibit 1 for Griggs & Maloney, Inc.'s Proposal for the JWD.

Agreement Summary:

Original agreement amount:	$ 444,765.00
Net change for prior amendments:	$ 0.00
This amendment amount:	$ 7,700.00
Adjusted Agreement amount:	$ 452,465.00
Change in time for services (days or date, as applicable):	

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is _____.

Owner	Engineer
Town of Smyrna, Tennessee (typed or printed name of organization)	**Energy Land & Infrastructure, LLC** (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
Date: 05/28/25 (date signed)	Date: May 28, 2025 (date signed)
Name: Mary Esther Reed / David Sartuce (typed or printed)	Name: Timothy L. Haggard, PE, RLS (typed or printed)
Title: Mayor / Town Manager (typed or printed)	Title: Associate Vice President (typed or printed)

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GRIGGS & MALONEY
Engineering, Planning, & Environmental Consulting

P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

May 6, 2025

Via Email

Mr. Heath Sain, P.E.
Energy Land and Infrastructure, Inc.
745 South Church Street, Suite 801
Murfreesboro, TN 37130
heath.sain@eli-llc.com

RE: PROPOSAL TO PROVIDE JURISDICTIONAL WATERS DETERMINATION
LEE ROAD PHASE I PROJECT
SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Mr. Sain,

Thank you for requesting a proposal from Griggs & Maloney Inc. (G&M) to conduct a Jurisdictional Waters Determination (JWD). The scope of services presented herein is based on information provided to this firm and review of published maps and data for this project. G&M's proposal consists of the following:

1. **Scope of Services** – G&M proposes to conduct the following tasks associated with the referenced project;

   G&M will conduct a Jurisdictional Waters Determination (JWD) on a project area associated with the proposed Lee Road Phase I project, as depicted in maps provided to G&M on April 29, 2025, in Smyrna, Rutherford County, Tennessee.

   - The JWD consists of map evaluation, conducting field examinations, and composing a report that will detail the findings of the JWD. The JWD will be conducted by a Qualified Hydrologic Professional (QHP) and includes delineation of any identified wetlands and performing Hydrologic Determinations (HD) on any identified drainage channels within the specified project area. All work will be conducted using current regulatory protocols and guidelines for both the State of Tennessee and U.S. Army Corps of Engineers. The JWD report, which will provide details, photos, copies of the determination forms for any identified aquatic features, and a map showing the location of any identified aquatic resources located within the project area, will be composed and provided within one week upon completion of field work.

     Preliminary desktop review of the project area via U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps and the National Hydrography Dataset maps indicates that potential jurisdictional aquatic features are present within the project area boundaries. Review of the U.S. Department of Agriculture (USDA) National Resource Conservation Service (NRCS) Web Soil Survey map indicates that potential hydric soils may be present within the project area. Review of U.S. Geological Survey (USGS) 3D Elevation maps indicates that potential channelized features exist within the project area.

   - Upon your approval, the report will be submitted to regulatory authorities for review and concurrence to

facilitate potential future environmental permitting of the project.

2. **Performance Schedule** – G&M will begin scheduling the above-described service immediately upon receipt of the signed and dated proposal. The written report will be completed and delivered within one week upon completion of field work.

   Based on current workload and scheduling, it is anticipated that performance of the above-described scope of services can be accomplished in two to three weeks. Please note that the performance of the field work associated with the scope of services is weather dependent.

3. **Fee Schedule** - Griggs & Maloney, Inc. proposes the following fee schedule to conduct the above-described service;

   - G&M proposes to conduct the JWD for a cost of $7,000.

   Please note that the fee schedule for the above-described scope of services and associated tasks does **not** include additional items (regulatory field visit(s), requests for additional information, etc.) that may be required to facilitate concurrence of the JWD Report.

   If additional items are required to facilitate regulatory concurrence of the JWD, these items can be billed on a time and materials basis according to G&M's 2025 Standard Hourly Rates included with this proposal, or G&M can provide a proposal outlining the services and cost associated with any additional items requested by regulatory agencies.

Griggs & Maloney, Inc. sincerely appreciates the opportunity to be considered as your consultant for this project. I am confident that our knowledge, skills and experience will ensure the successful completion of this important project in a timely and cost-efficient manner. If the above-described proposal and G&M's Standard Terms and Conditions (included below) meets your approval, please sign the Proposal Acceptance statement on page 3 of this document and return via email.

If you have any questions regarding this proposal, or about Griggs & Maloney, Inc., please call me at (615) 895-8221.

Sincerely,

Conor Maloney
Griggs & Maloney, Inc.

GRIGGS & MALONEY

Griggs & Maloney, Inc.
745 S. Church St., Ste 205
Murfreesboro, TN 37130

PROPOSAL ACCEPTANCE:

Griggs & Maloney, Inc.'s proposal dated May 6, 2025 is hereby accepted except as follows (insert exceptions, if any, or state "none"):

Above-described Griggs & Maloney, Inc. proposal accepted by:

Organization

Billing Address

Signature

Name

Title

Date

E-Mail

Phone Number

GRIGGS & MALONEY, INC.
STANDARD RATES
January 2025

	Per Hour Rate
Environmental/Health & Safety	$140.00 - $150.00
Sr. Environmental Scientist/Biologist	$120.00 - $140.00
Environmental Scientist/Biologist	$105.00 - $120.00
Sr. Geologist	$120.00 - $140.00
Environmental Specialist	$80.00 - $90.00
Drafting/CADD Operator	$105.00 - $115.00
Technician	$80.00 - $90.00
Clerical	$70.00 - $80.00
Administrative	$100.00-$110.00

ADDITIONAL CHARGES

Mileage (2024 IRS rate)	$0.70 per mile
Per Diem	2025 IRS rate for geographic location of work performed
Direct Costs/Subcontractor Costs	Cost plus 15 %
Copies (8.5"x11")	$0.50 per copy
Printing: 24"x36" Black & White	$2.50 each
Printing: 24"x36" Color	$25.00 each
Printing: 24"x36" Aerial-Gray	$15.00 each

GRIGGS & MALONEY, INC. STANDARD TERMS AND CONDITIONS

1. ACCESS TO THE SITE/JOB SITE SAFETY

Unless otherwise stated, Griggs & Maloney, Inc., hereinafter referred to as the CONSULTANT, will have access to the site for activities necessary for performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide services relating to the CONTRACTOR's safety precautions or means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, scheduling, or for job site safety, and will not be responsible for any loses or injuries that occur at the Project site.

2. INDEMNIFICATION

Should the CONSULTANT become involved in third party litigation as a result of its performance of work for the CLIENT under this Agreement, the CLIENT agrees, to the fullest extent permitted by law, to defend and hold harmless and pay all attorney's fees for the CONSULTANT for such litigation. If any claim is brought against the CLIENT or the CONSULTANT by any third party, relating in whole or in part to the negligence of the CLIENT or the CONSULTANT, each party , to the fullest extent permitted by law, shall indemnify the other against any loss or judgment, including Attorney's fees and costs, to the extend that such loss or expense is caused by the party negligence, the CONSULTANT's liability to the CLIENT is subject to the limitations in Paragraph 4, Risk Allocation/Limitation of Liability. To the fullest extent permitted by law, the CLIENT will reimburse the CONSULTANT for expenses related to claims, including attorney's fees and costs, if the CONSULTANT is proven not to be negligent. In addition, to the fullest extent permitted by law, the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees, agents and representatives from and against all liabilities, claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomever made arising out of or in connection with the CONSULTANT's performance of work hereunder made or brought against the CONSULTANT (other than any employee, officer, director, agent or other representative of the CONSULTANT) for any environmental pollution or contamination, including without limitation, any actual or threatened release of toxins, irritants or pollutants, or waste gases, liquids, or solid materials, provided that the CONSULTANT performs hereunder without neglect and does not negligently create, cause contribute to, or aggravate any such pollution or contamination in existence at the Project site.

3. INSURANCE

The CONSULTANT shall secure and endeavor to maintain such insurance as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the CONSULTANT's services under this agreement.

4. RISK ALLOCATION/LIMITATION OF LIABILITY

In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney's fees, arising out of this Agreement, from any causes, shall not exceed the total amount of $50,000.00, or the amount of the CONSULTANT's fee for the project, whichever is smaller for any claim arising out of CONSULTANT's negligence, errors, or omissions; and any liability shall only apply to deficiencies discovered within one calendar year after the substantial completion of the project.

5. TERMINATION OF SERVICES:

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses.

6. REIMBURSABLE EXPENSES:

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project: long distance communications; overnight mail; and fees paid for testing and/or securing approval of authorities having jurisdiction over the Project: (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the

Project for the CLIENT's review and approval; (c) governmental fees of any type; and (d) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed as cost plus 15% incurred by the CONSULTANT.

7. DISPUTES RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

8. OWNERSHIP OF DOCUMENTS:

It is understood by and between the parties to this agreement that all drawings, specifications, reports and other work products of the CONSULTANT for this Project shall remain the property of the CONSULTANT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of the instruments of service of the CONSULTANT by the CLIENT for any extensions of the PROJECT or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk, and the CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the CONSULTANT from all claims, damages and expenses, including attorney's fees, arising out of any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through or on behalf of the CLIENT. Any reuse or adoption of the CONSULTANT's instruments of service on other projects shall entitle the CONSULTANT to additional compensation in an amount to be agreed upon by the CLIENT and the CONSULTANT.

Any electronic design documents or work products that may be provided to the CLIENT will be provided solely as a courtesy and the CONSULTANT makes no representation as to the usefulness of the documents to future or other projects. The CONSULTANT's work products are intended for the sole use of the CLIENT and are not to be used or relied upon by any other party without written consent of the CONSULTANT.

9. GOVERNING LAW:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be constructed by the other party as a waiver of a subsequent breach of the same by the other party.

10. PAYMENT TO THE CONSULTANT:

Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, CLIENT agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month, and all cost of collection, including attorney fees. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legal allowable. CONSULTANT reserves the right to cease all work and withdraw its services in the event of non-payment or delayed payment until full payment is completed. Until full payment is completed, CONSULTANT's work product remains the property of the CONSULTANT. Until full payment is completed, use of the CONSULTANT's work product is prohibited, unless other written arrangements have been made between CLIENT and CONSULTANT. CONSULTANT reserves the right to withhold any reports or documents until full payment is made. No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

11. CLIENT RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANTS submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Furnish approvals and permits form all governmental authorities and/or agencies having jurisdiction over the Project.
- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof.
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.
- The CONSULTANT may justifiably rely upon information supplied by the CLIENT without the need for additional verification by the CONSULTANT.

- Provide such legal, accounting, and insurance counseling services as may be required for the Project.
- Guarantee access to and make all independent cost estimating, and insurance counseling services as may be required for the Project.

12. CONFORMITY OF WASTE:

In the event that is determined that all or any part of the CLIENT'S waste does not conform with the information provided by the CLIENT on the profile sheet and/or generator waste analysis from (hereinafter "non-conforming waste") the CLIENT agrees to indemnify and hold harmless CONSULTANT against all cost including but not limited to surcharges, transportation charges, and cost fines, and any subsequent return transport and/or removal of the non-conforming waste.

13. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction* cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

14. CHANGES IN THE SCOPE OF SERVICES:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment.

Any changes made to construction documents by the CLIENT, or by the CLIENT's representative's, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death from the unauthorized alteration of construction documents.

15. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably ascertain.

16. STANDARD OF CARE:

Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

17. DESIGN WITHOUT CONSTRUCTION SERVICES:

It is understood and agreed that the CONSULTANT's Basic Services under this Agreement do not include project observation or review of the CONTRACTOR's performance or any other construction phase services, and that such services will be provided by the CLIENT or by another party selected at the sole discretion of the CLIENT. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes made to the Contract Documents to reflect changes field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase service and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for ADDITIONAL Services as provided in the Agreement.

18. COST CONTROL:

Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternative solutions and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the report must of necessity be speculative until completion of its detailed design. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT to CLIENT hereunder.

END OF STANDARD TERMS AND CONDITIONS

Energy Land & Infrastructure

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. **2**

Owner: **Town of Smyrna, Tennessee**
Engineer: **Energy Land & Infrastructure, LLC (ELI)**
Project: **Lee Road Widening – Phase 1**
Effective Date of Owner-Engineer Agreement: **December 12, 2023**
Effective Date of Amendment No. 1: **May 28, 2025**

Nature of Amendment: (Check those that apply)

☒ Additional Services to be performed by Engineer
☐ Modifications to services of Engineer
☐ Modifications to responsibilities of Owner
☒ Modifications of payment to Engineer
☒ Modifications to time(s) for rendering services
☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

During design, unforeseen conditions and new developments along the corridor have created the need for plan modifications and additional services including the following:

- Moving and redesigning the eastern terminus of Lee Road to avoid potential design conflicts with the Lee Tract recently acquired by Rutherford County Schools
- Adding sidewalk along the southern margin of Lee Road for the entire length of the project, and
- Alignment and grading changes to accommodate environmental constraints discovered along the roadway corridor.

Agreement Summary:		
Original agreement amount:	$ 444,765.00	
Net change for prior amendments:	$ 7,700.00	
This amendment amount:	$ 87,970.00	(see attached estimate)
Adjusted Agreement amount:	$ 540,435.00	
Change in time for services (days or date, as applicable):		6 Months from the effective date of this amendment

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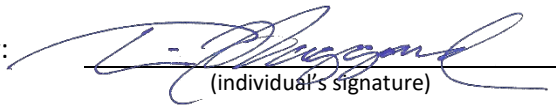
Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is _____.

Owner	Engineer
Town of Smyrna, Tennessee	**Energy Land & Infrastructure, LLC**
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: 
(individual's signature)	(individual's signature)
Date: _____	Date: 12/10/25
(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)

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MANHOUR ESTIMATE AND FEE
LEE ROAD PHASE 1 DESIGN - AMENDMENT #2
TOWN OF SMYRNA, TN

Amendment 2: Additions/Modifications to Engineering Services

MANHOUR ESTIMATE

TASK	SPM	SE	E2	ADMIN			HOURS
Revising Roadway Terminus to Avoid RCS Lee Tract	4	36	230				270
Adding Sidewalk to South Side of Roadway	4	15	200				219
Additional Services Related to Unforeseen Environmental Constraints	2	20	185				207
TOTAL MANHOURS	**10**	**71**	**615**	**0**			**696**

COST PROPOSAL

Labor Category	Hours	Rate*	Amount
SPM - Senior Project Manager	10	$ 210.00	$2,100.00
SE - Senior Engineer/Engineer V	71	$ 170.00	$12,070.00
E2 - Engineer II (EI)	615	$ 120.00	$73,800.00
ADMIN - Administrative Professional	0	$ 65.00	$0.00
TOTAL COST - AMENDMENT 2			**$87,970.00**

* loaded rates include labor, overhead, profit, and direct expenses.

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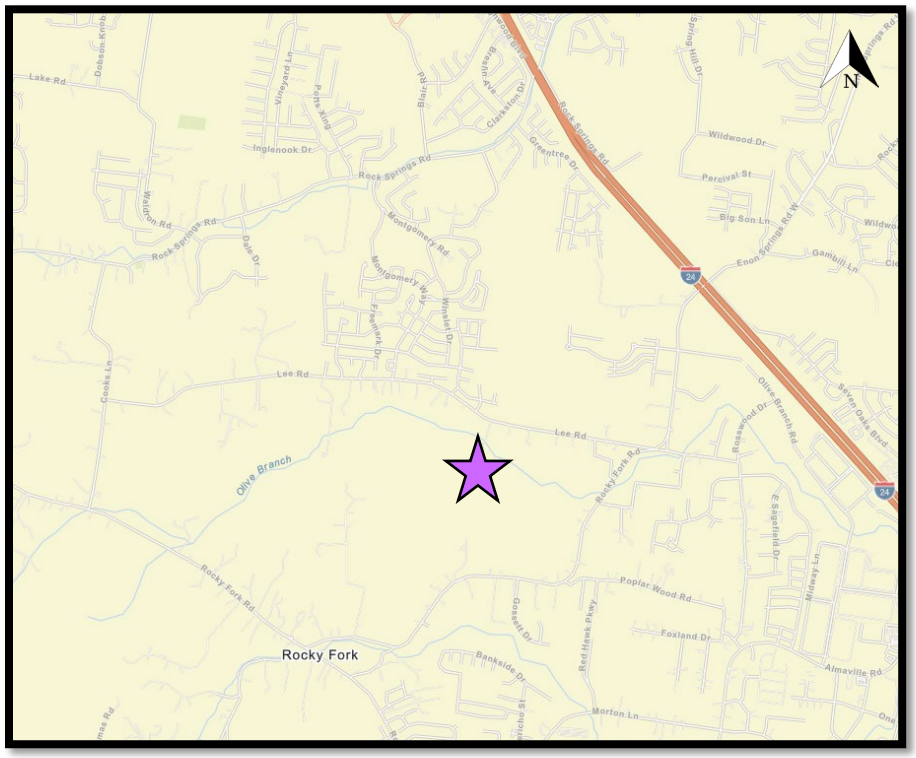
LEE ROAD SCHOOL SITE

Traffic Impact Study

Burch Project #25-0505
11/5/2025



Vicinity Map
(Not to Scale)

5405 Lee Road
Rutherford County, TN

Prepared For:
RUTHERFORD COUNTY SCHOOLS

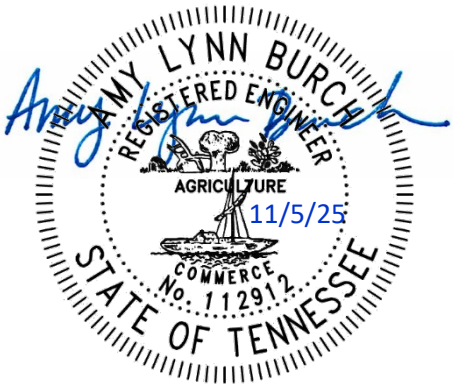
BURCH TRANSPORTATION

1114 17th Ave S, Suite 103 ● Nashville, TN 37212
(615) 258-8551 ● www.burchtransportation.com

LEE ROAD SCHOOL SITE
TRAFFIC IMPACT STUDY

PREPARED FOR:

RUTHERFORD COUNTY SCHOOLS



PREPARED BY:

BURCH TRANSPORTATION, LLC

BURCH
TRANSPORTATION

Table of Contents

1. Executive Summary 1
2. Introduction 3
3. Existing Conditions 5
3.1 Roadway Description 5
3.2 Intersection Descriptions 7
3.3 Existing Traffic Volumes 10
4. Background Conditions 13
5. Projected Conditions 15
6. Traffic Operational Analysis 19
6.1 Capacity Analysis 19
6.2 Turn Lane Analysis 21
6.3 Signal Warrant Analysis 21
7. Conclusions and Recommendations 24

List of Tables

Table 1: Trip Generation 15
Table 2: Description of Unsignalized Intersection Level of Service (LOS) 19
Table 3: Intersection Capacity Analysis – AM Peak Hour 20
Table 4: Intersection Capacity Analysis – PM Peak Hour 21
Table 5: Signal Warrant Analysis Results - 2028 Future Projected Conditions 22

List of Figures

Figure 1: Project Site Location 4
Figure 2: Existing Laneage and Traffic Control 9
Figure 3: 2024 Average Daily Traffic Volumes 11
Figure 4: 2025 Existing Conditions Peak Hour Traffic Volumes 12
Figure 5: 2028 Background Conditions Peak Hour Traffic Volumes 14
Figure 6: Directional Distribution of Site Traffic 16
Figure 7: Assignment of Site Traffic 17
Figure 8: 2028 Future Projected Peak Hour Traffic Volumes 18
Figure 9: Recommended School Zone Plan 26

Appendix

Appendix A: Current Site Plan
Appendix B: TDOT Count Data & Historical Analysis
Appendix C: Raw Traffic Data
Appendix D: Trip Generation Calculations
Appendix E: Traffic Calculation Worksheets
Appendix F: Capacity Analysis Worksheets
Appendix G: Turn Lane Analysis
Appendix H: Signal Warrant Analysis

1. Executive Summary

The Lee Road School Site development is proposed to be located on the south side of Lee Road in Rutherford County, Tennessee, just outside of the Town of Smyrna city limits. The proposed development includes a middle school with an expected enrollment of approximately 1,200 students and a high school with an expected enrollment of approximately 2,500 students. According to the current concept plan provided by the civil engineer, Barge Civil Associates, the development will have one new roadway connection to Lee Road.

In order to provide data for this study, vehicular turning movement counts were collected at the following intersections:

- Lee Road and Montgomery Way (one-way stop)
- Lee Road and Cooks Lane (one-way stop)
- Lee Road and Rocky Fork Road (all-way stop)

The data utilized for the TIS was collected on Wednesday, June 18, 2025, from 6:00 AM – 6:00 PM. It should be noted that data was collected when Rutherford County Schools were not in session; however, no schools are located in close proximity to the project site, so the effect on schools being out of session should be minimal in regards to the traffic data.

The analyses presented in this report indicate that the proposed development will generate a manageable amount of new vehicular traffic to the study area. In total, the project is expected to generate approximately 7,358 daily trips, 1,191 AM peak hour trips, and 1,098 PM peak hour trips. Capacity analyses indicate that the Site Access point will operate acceptably following completion of the proposed development.

Based on the analyses presented in this study and review of the study area and proposed development information, the following is recommended in order to accommodate the proposed development:

<u>Intersection of Lee Road and Rocky Fork Road</u>

- Install a single-lane roundabout at the intersection. The roundabout should be designed to accommodate school buses.
- Each approach to the intersection should include one vehicular travel lane.

<u>Intersection of Lee Road and Site Access</u>

- Install a single-lane roundabout at the intersection. The roundabout should be designed to accommodate school buses.
- Each approach to the intersection should include one vehicular travel lane.
- The Site Access should include one entering lane and one exiting lane.
- A secondary site access is recommended to be provided.
- The Site Access should be designed and constructed to allow for sufficient intersection sight distance, clear of any obstructions such as vegetation, landscaping, hardscaping, signs, driveway approach grades, and fencing within the departure sight triangle.

<u>School Zone Plan</u>

- A 20-mph school zone should be designated along Lee Road near the project site. A School Zone sign (S1-1) with supplemental Ahead plaque (W16-9P) should be installed at the following locations:

  - On Lee Road approximately 625 feet west of the Site Access facing eastbound traffic;
  - On Lee Road approximately 500 feet east of the Site Access facing westbound traffic.
- A School Speed Limit Assembly consisting of a School Speed Limit 20 When Flashing sign (S5-1) with a S4-3P supplemental 'School' plaque and flashing yellow beacons should be installed at the following locations:
  - On Lee Road approximately 300 feet west of the Site Access facing eastbound traffic;
  - On Lee Road approximately 300 feet east of the Site Access westbound traffic.
- End School Zone signs (S5-2) should be placed at the following locations:
  - On Lee Road approximately 300 feet west of the Site Access facing westbound traffic;
  - On Lee Road approximately 300 feet east of the Site Access facing eastbound traffic.

<u>School Arrival and Dismissal Operations</u>

- Raised crosswalks should be constructed on internal roadways where students will routinely be crossing vehicular traffic. At a minimum, a raised crosswalk should be constructed where bus riders will be crossing internal roadways from the bus staging areas to the school entrances.
- With the recommended single-lane roundabout at the intersection of Lee Road and the Site Access, traffic control officers/crossing guards are not anticipated to be required.
- Sidewalks should be constructed on the south side of Lee Road along the site frontage to facilitate students walking from adjacent neighborhoods. Internal school sidewalks should connect the school buildings and the sidewalks along Lee Road.

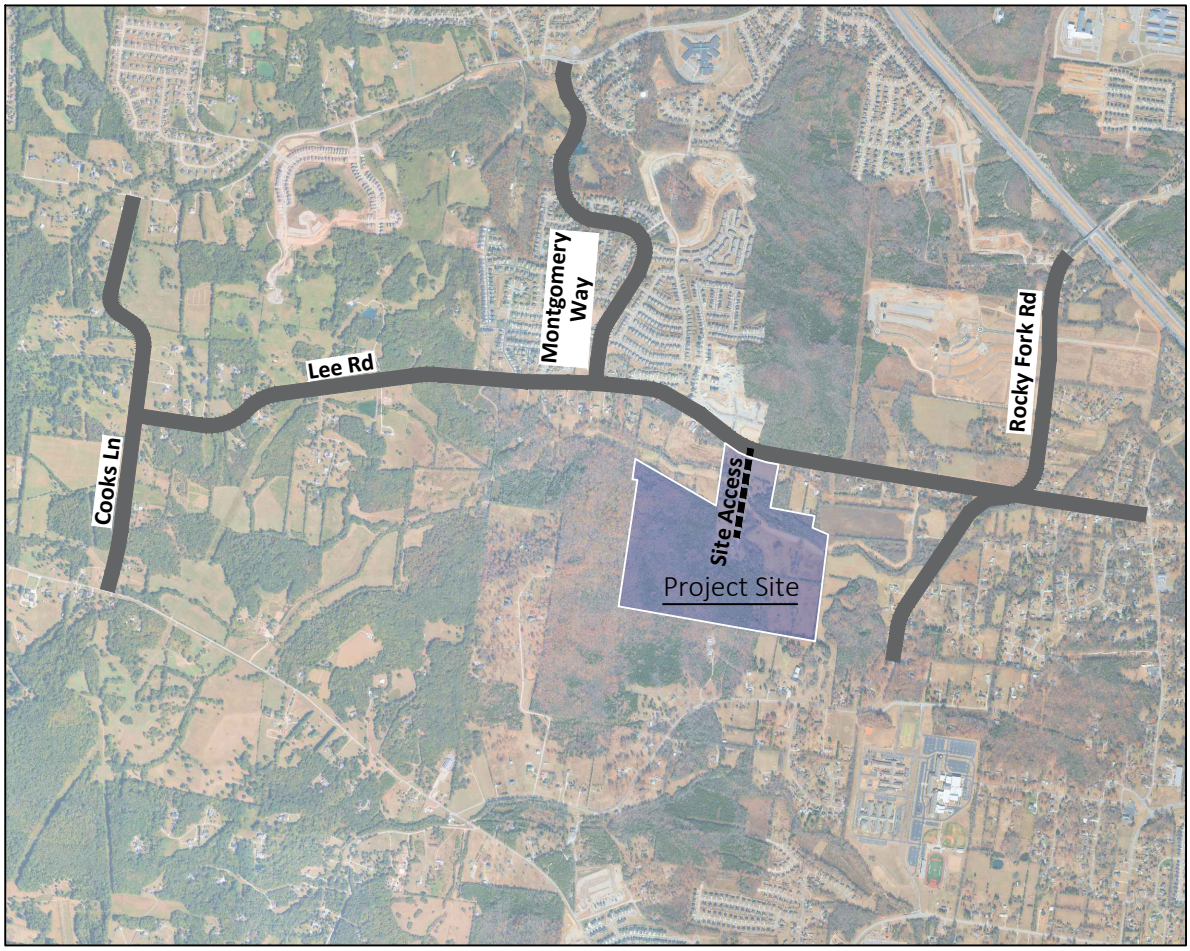
The recommendations presented above are conceptual in nature and intended for developing planning level cost estimates for necessary site improvements associated with the proposed Lee Road School Site. All roadway design details should be finalized through the design and preparation of construction documents and should be based on survey, existing roadway features, right-of-way constraints, etc. Based on the analyses presented in this report, no further improvements are recommended in association with the proposed Lee Road School Site development.

2. Introduction

The Lee Road School Site development is proposed to be located on the south side of Lee Road in Rutherford County, Tennessee, just outside of the Town of Smyrna city limits. Currently, the project site is a single-family residence and vacant land. The proposed development includes a middle school with an expected enrollment of approximately 1,200 students and a high school with an expected enrollment of approximately 2,500 students. Access to the development is planned to be provided by one driveway on Lee Road.

The project site location is presented in Figure 1. The current site plan is included in Appendix A for reference. According to the civil engineer, Barge Civil Associates, the development is expected to be complete in three years, which is a year 2028 horizon. The intention of this traffic impact study (TIS) is to identify the amount of traffic expected to be generated by the proposed development and evaluate its impact on the surrounding roadways. The TIS will also identify appropriate improvements necessary to accommodate the project's vehicular traffic.

Figure 1: Project Site Location



(Not to Scale)

3. Existing Conditions

The project site is served by Lee Road. Indirect but primary access will be provided by Montgomery Way, Cooks Lane, and Rocky Fork Road. The following provides a description of the roadways within the study area and the existing traffic data.

3.1 Roadway Description

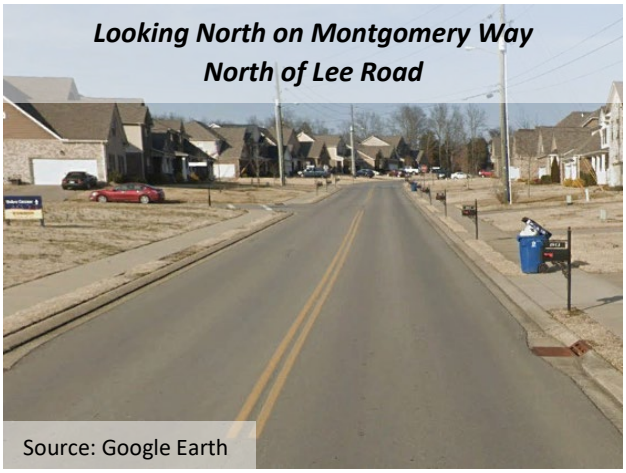
Lee Road is a collector roadway providing connection between Cooks Lane to the west and Rocky Fork Road to the east. Lee Road is classified as a collector road by the *Town of Smyrna Major Thoroughfare Plan.* The land uses along Lee Road are primarily single-family residential and vacant rural land. Lee Road is a two-way street that generally travels in an east-west direction with one 10-foot travel lane in each direction. There are no curbs, gutters, paved shoulders, or bike lanes on Lee Road. The posted speed limit on Lee Road is 30 mph. Near the project site, Lee Road is marked with a double yellow centerline and white edgelines.



Looking East on Lee Road Adjacent to the Project Site

Source: Google Earth

Montgomery Way is a collector road providing connection between Lee Road to the south and Rock Springs Road to the north. Montgomery Way is classified as a collector road by the *Town of Smyrna Major Thoroughfare Plan.* The land uses along Montgomery Way are single-family residential. In the vicinity of the project site, Montgomery Way is a two-way street that generally travels in a north-south direction with one 12-foot travel lane, curb, gutter, and sidewalk in each direction. There are no paved shoulders or bike lanes on Montgomery Way in the vicinity of the project site. The posted speed limit on Montgomery Way is 25 mph in the vicinity of the project site. Near the project site, Montgomery Way is marked with a double solid yellow centerline.



Looking North on Montgomery Way North of Lee Road

Source: Google Earth

Cooks Lane is a collector road providing connection between Rocky Fork Road to the south and Rock Springs Road to the north. Cooks Lane is classified as a collector and future minor arterial by the *Town of Smyrna Major Thoroughfare Plan.* The land uses along Cooks Lane are single-family residential and vacant rural land. In the vicinity of the project site, Cooks Lane is a two-way street that generally travels in a north-south direction with one 10-foot travel lane in each direction. There are no curbs, gutters, paved shoulders, sidewalks, or bike lanes on Cooks Lane near the project site. The posted speed limit on Cooks Lane is 35 mph. In the vicinity of the project site, Cooks Lane is marked with a double solid yellow centerline and white edgelines.

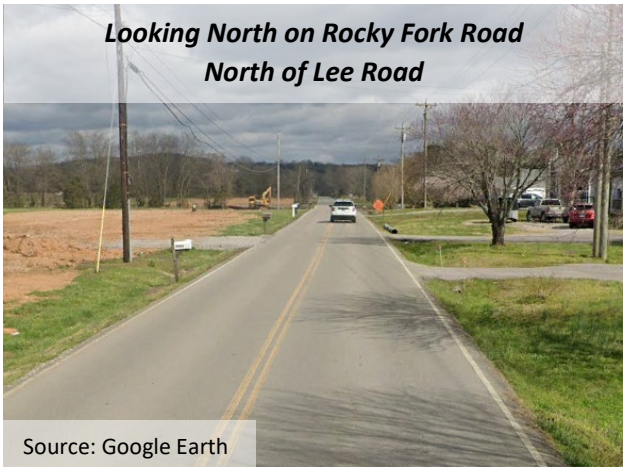
Looking North on Cooks Lane North of Lee Road



Source: Google Earth

Rocky Fork Road provides connection between Nolensville Road to the west and Old Nashville Highway to the east. In the vicinity of the project site, Rocky Fork Road is classified as a collector road by the *Town of Smyrna Major Thoroughfare Plan.* South and west of the project site, Rocky Fork Road is classified as a minor arterial road by the *Town of Smyrna Major Thoroughfare Plan.* The land uses along Rocky Fork Road are primarily single-family residential and vacant rural land. In the vicinity of the project site, Rocky Fork Road is a two-way street that generally travels in a north-south direction with one 10-foot travel lane in each direction. There are no curbs, gutters, paved shoulders, sidewalks, or bike lanes on Rocky Fork Road near the project site. The posted speed limit on Rocky Fork Road south of Lee Road is 35 mph, and north of Lee Road is 40 mph. In the vicinity of the project site, Rocky Fork Road is marked with a double solid yellow centerline and white edgelines.

Looking North on Rocky Fork Road North of Lee Road



Source: Google Earth

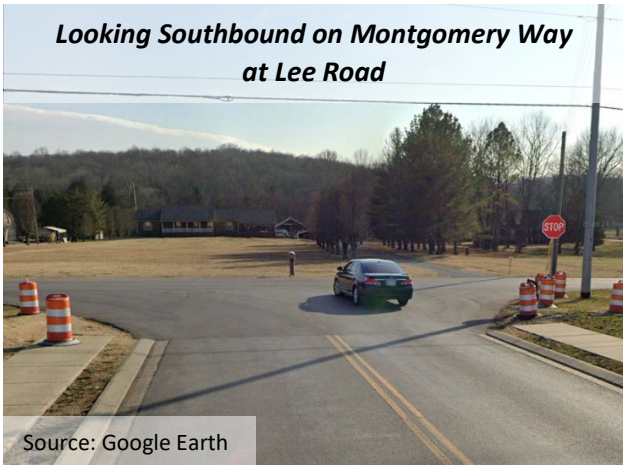
3.2 Intersection Descriptions

The following three (3) intersections were studied in this analysis:

- Lee Road and Montgomery Way (one-way stop)
- Lee Road and Cooks Lane (one-way stop)
- Lee Road and Rocky Fork Road (all-way stop)

The intersection of **Lee Road and Montgomery Way** is a one-way stop-controlled intersection with three approaches. Stop control is provided for the southbound approach of Montgomery Way. The eastbound approach of Lee Road includes one shared left turn/through lane. The westbound approach of Lee Road includes one shared through/right turn lane. The southbound approach of Montgomery Way includes one shared left turn/right turn lane. The stop-controlled approach includes a stop sign but no stop line pavement marking.

Looking Southbound on Montgomery Way at Lee Road



Source: Google Earth

The intersection of **Lee Road and Cooks Lane** is a one-way stop-controlled intersection with three approaches. The westbound approach of Lee Road is stop-controlled. The northbound approach of Cooks Lane includes one shared through/right turn lane. The southbound approach of Cooks Lane includes one shared left turn/through lane. The westbound approach of Lee Road includes one shared left turn/right turn lane. The stop-controlled approach includes a stop sign but no stop line pavement marking.

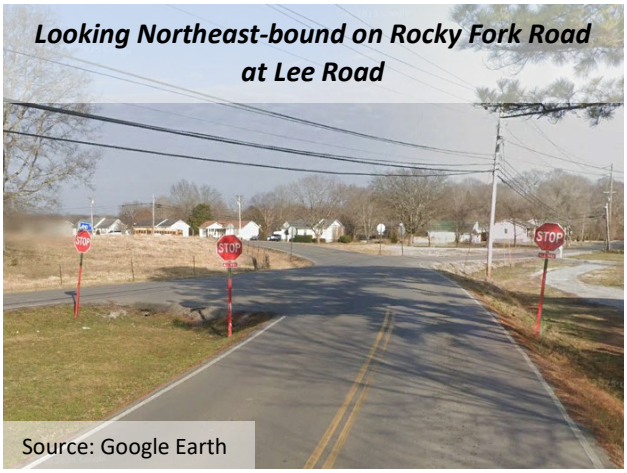
Looking Westbound on Lee Road at Cooks Lane



Source: Google Earth

The intersection of **Lee Road and Rocky Fork Road** is an all-way stop-controlled intersection with four approaches. Each approach to the intersection includes one shared lane for all turning movements. Rocky Fork Road intersects Lee Road at an angle with Rocky Fork Road travelling in a northeast/southwest direction at the intersection. All approaches to the intersection include stop signs but no stop line pavement markings.

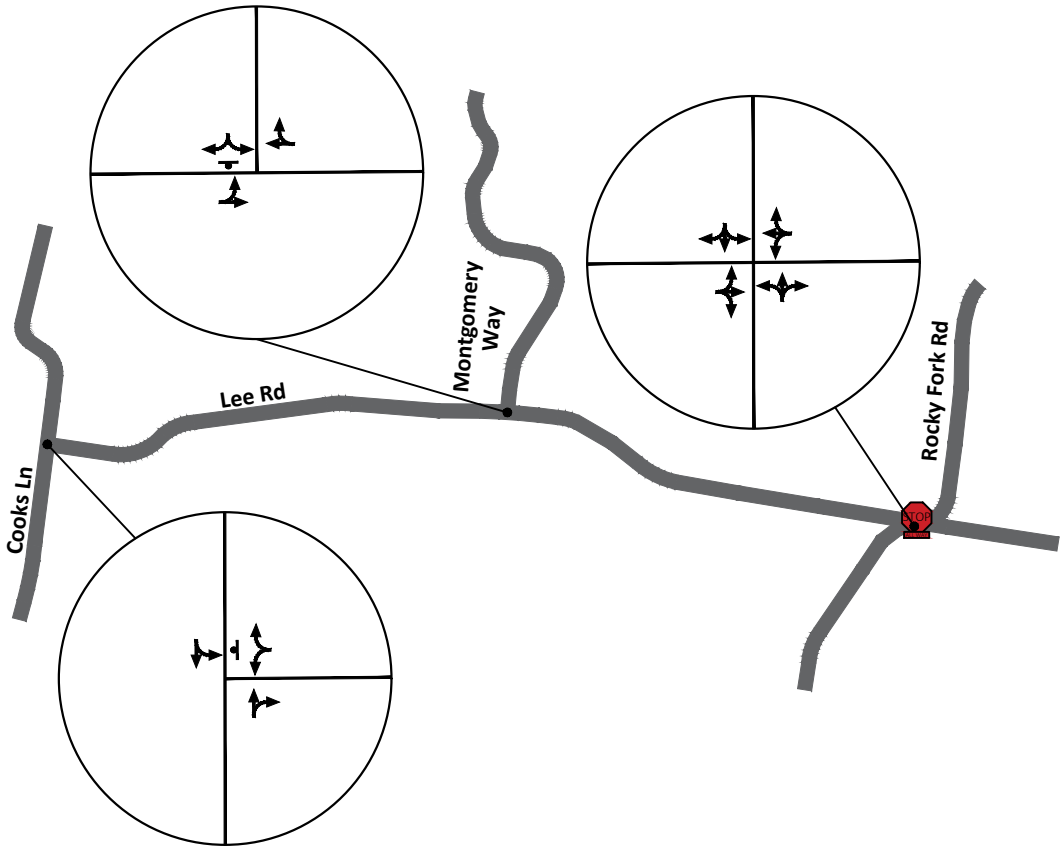
Looking Northeast-bound on Rocky Fork Road at Lee Road



Source: Google Earth

Figure 2 presents the intersection laneage and traffic control for the existing conditions.

Figure 2: Existing Laneage and Traffic Control



Legend:
- Existing Laneage
- Stop Sign
- All-Way Stop

(Not to Scale)

3.3 Existing Traffic Volumes

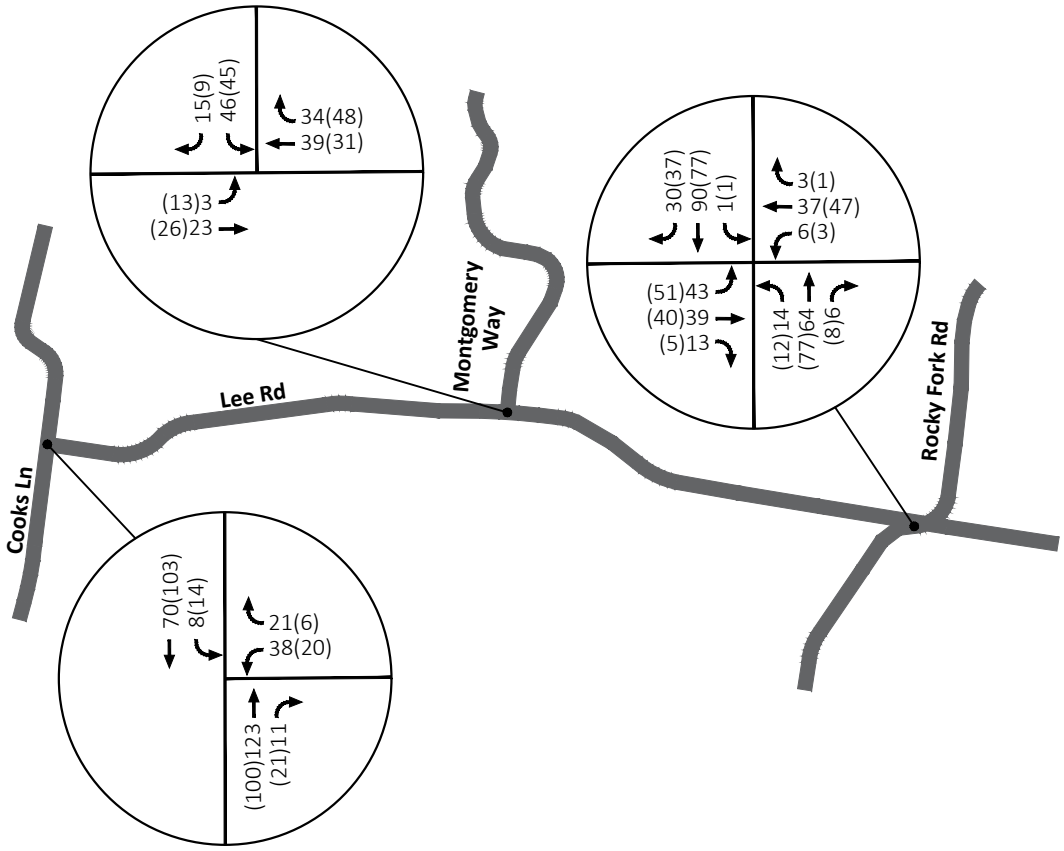
Existing traffic data on Cooks Lane and Rocky Fork Road near the project site were obtained from the Tennessee Department of Transportation (TDOT). The 2024 Annual Average Daily Traffic (AADT) are provided in Figure 3. As shown, the AADT on Cooks Lane west of the project site was approximately 3,598 vehicles per day (vpd) in 2024. The AADT on Rocky Fork Road south of the project site was approximately 3,251 vpd. The TDOT count station data is included in Appendix B.

New turning movement counts were also collected for the three study intersections on Wednesday, June 18, 2025, from 6:00 AM – 6:00 PM. It should be noted that traffic data was collected when Rutherford County Schools were not in session; however, no schools are located in close proximity to the project site, so the effect on schools being out of session should be minimal in regards to the traffic data. According to information provided by Rutherford County Schools, the school peak hours are anticipated to be 7:45 – 8:45 AM and 2:45 – 3:45 PM. The 2025 Existing Conditions Peak Hour Traffic Volumes for the school AM and PM peak hours are presented in Figure 4. The turning movement count data that was used to establish baseline conditions is included in Appendix C.

Figure 3: 2024 Average Daily Traffic Volumes



Figure 4: 2025 Existing Conditions Peak Hour Traffic Volumes



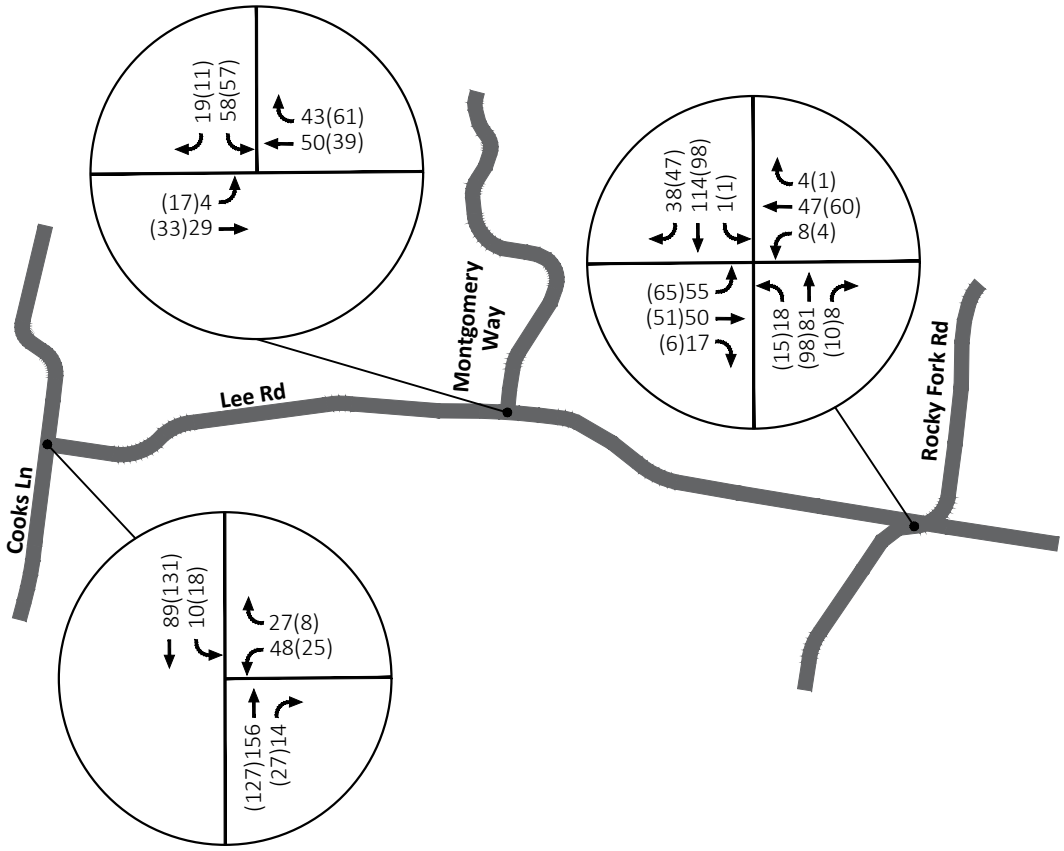
Legend:
XXX - AM Peak Hour Traffic Volumes
(XXX) - PM Peak Hour Traffic Volumes

(Not to Scale)

4. Background Conditions

As previously stated, the proposed development will be completed in approximately three years, which would be in the year 2028. To account for additional traffic expected to be traveling on the study roadways in 2028 even if the development is not completed, background traffic volumes were established. A growth rate was applied to the existing peak hour traffic volumes. The historical TDOT count station traffic data in the study area was utilized to establish a growth trend. Based on this analysis, the combined average annual traffic growth in the study area over the last five years (between 2024 and 2020) was found to be 9.4% and over the last ten years (between 2024 and 2014) was found to be 8.3%. Conservatively, the 2025 Existing Peak Hour Traffic Volumes were increased by 27% (9% Annual Growth for 3 Years) to establish 2028 background traffic volumes. The TDOT count station data and historical growth is included in Appendix B. Figure 5 presents the 2028 Background Conditions Peak Hour Traffic Volumes.

Figure 5: 2028 Background Peak Hour Traffic Volumes



Legend:
XXX - AM Peak Hour Traffic Volumes
(XXX) - PM Peak Hour Traffic Volumes

(Not to Scale)

5. Projected Conditions

A trip generation process was used to estimate the amount of traffic that is expected to be generated by the proposed development, which includes a middle school with an expected enrollment of approximately 1,200 students and a high school with an expected enrollment of approximately 2,500 students. Trip generation rates were taken from ITE's *Trip Generation Manual, 11th Edition* for the Middle School/Junior High School and High School land uses for the peak hour of the generator. The trip generation calculations were based on a general urban/suburban setting. No adjustments were applied to the base trip generation to account for alternate modes, internal capture, or pass-by trips.

Table 1 below presents the new vehicular traffic expected to be generated by the proposed development. As shown, the development is expected to generate approximately 7,358 vehicle trips per day, 1,917 vehicles per hour (vph) during the AM peak hour, and 1,098 vph during the PM peak hour. Trip generation calculations are included in Appendix D.

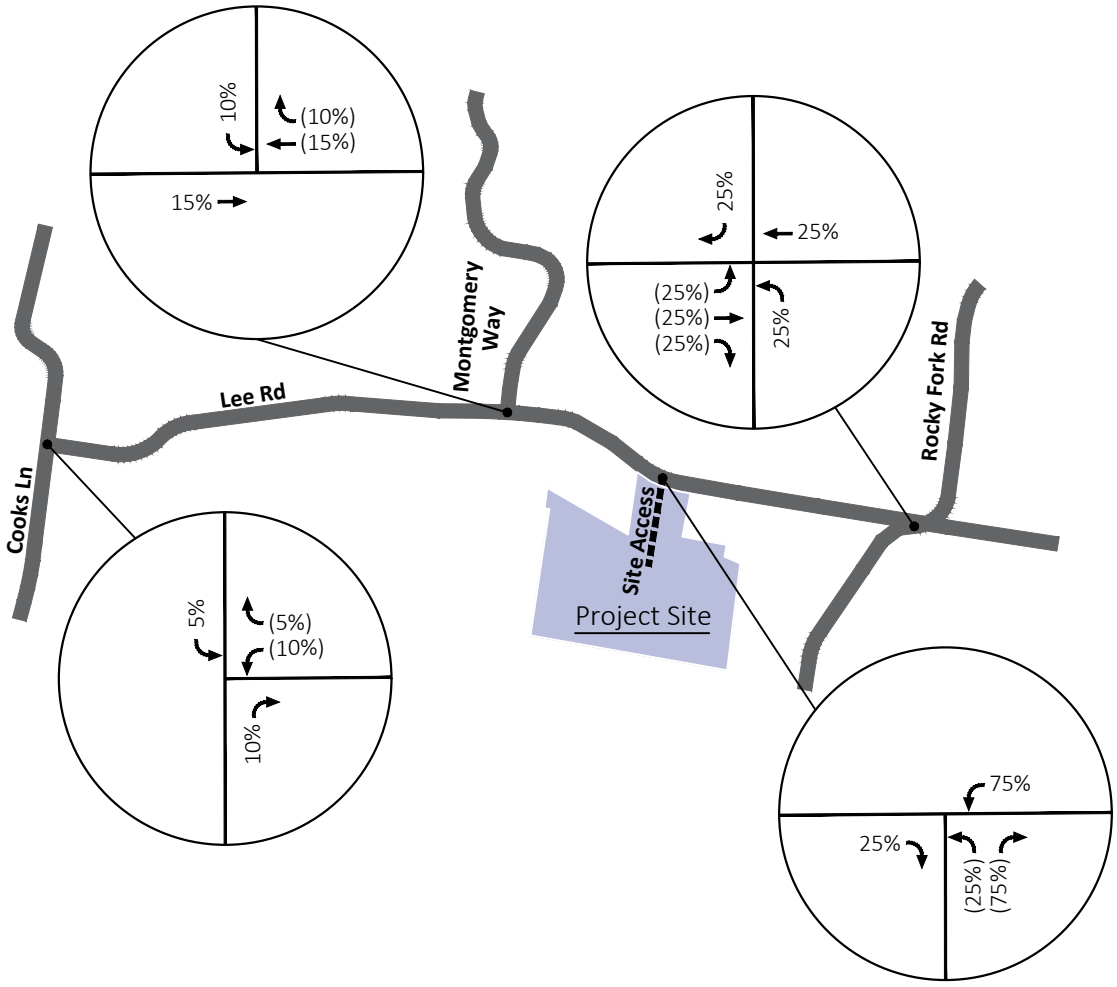
Table 1: Trip Generation

Land Use	Size	Average Daily Traffic	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
Middle School/Junior High School (LUC 522)	1,200 students	2,508	872	480	392	426	196	230
High School (LUC 525)	2,500 students	4,850	1,045	711	334	672	215	457
Total		***7,358***	***1,917***	***1,191***	***726***	***1,098***	***411***	***687***

Source: ITE *Trip Generation Manual, 11th Edition.*

A directional distribution was developed based on the existing traffic counts and street network as well as the proposed land uses. The current site plan includes one site access on Lee Road. Using this directional distribution, the traffic generated by the site was assigned to the street network. The trip distribution is presented in Figure 6, and the traffic assignment is presented in Figure 7. The site traffic was added to the background traffic volumes to obtain the 2028 Future Projected Peak Hour Traffic Volumes, which are presented in Figure 8. These volumes represent the total peak hour traffic expected at the study intersections following completion of the proposed development. The traffic calculation worksheets showing the traffic assignment and volume calculations are included in Appendix E.

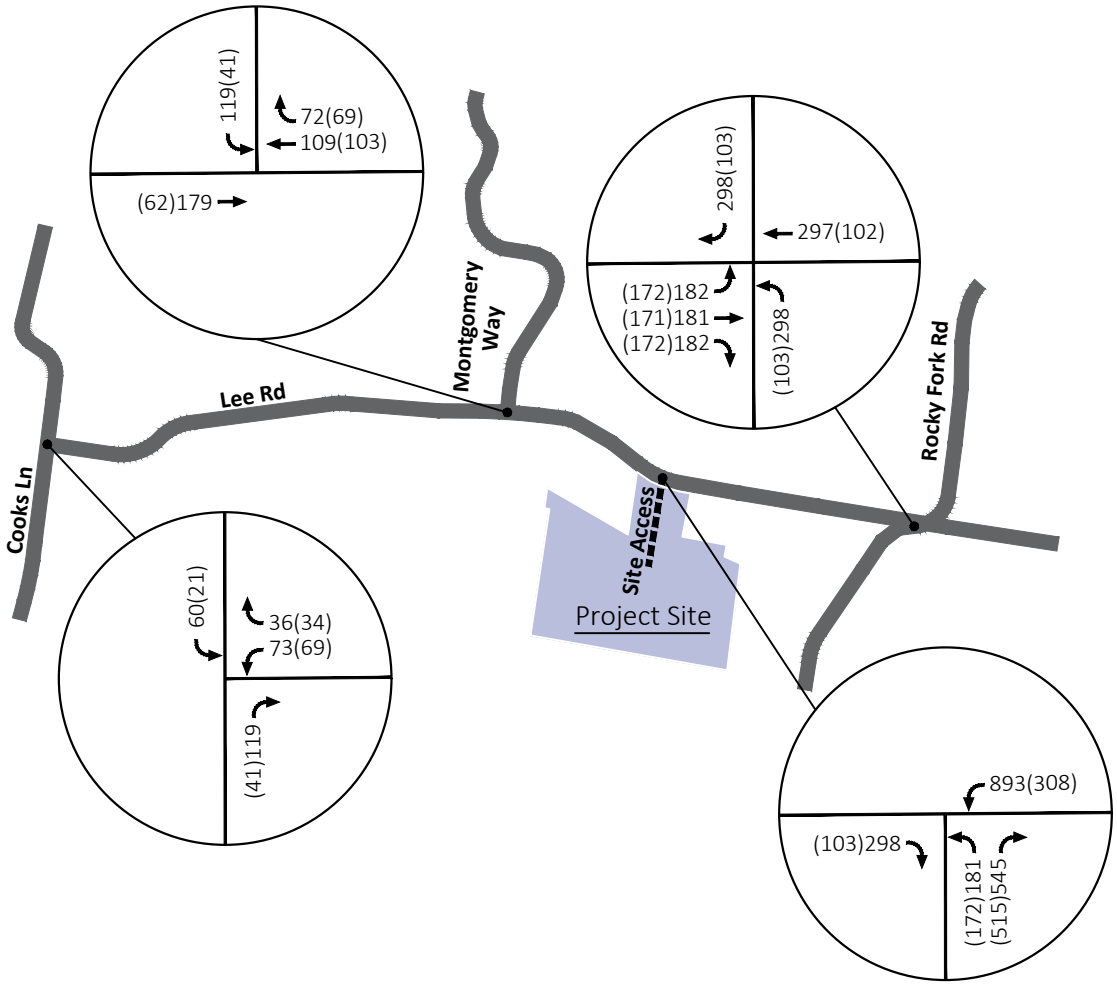
Figure 6: Directional Distribution of Site Traffic



Legend:
XX% - Enter
(XX%) - Exit

(Not to Scale)

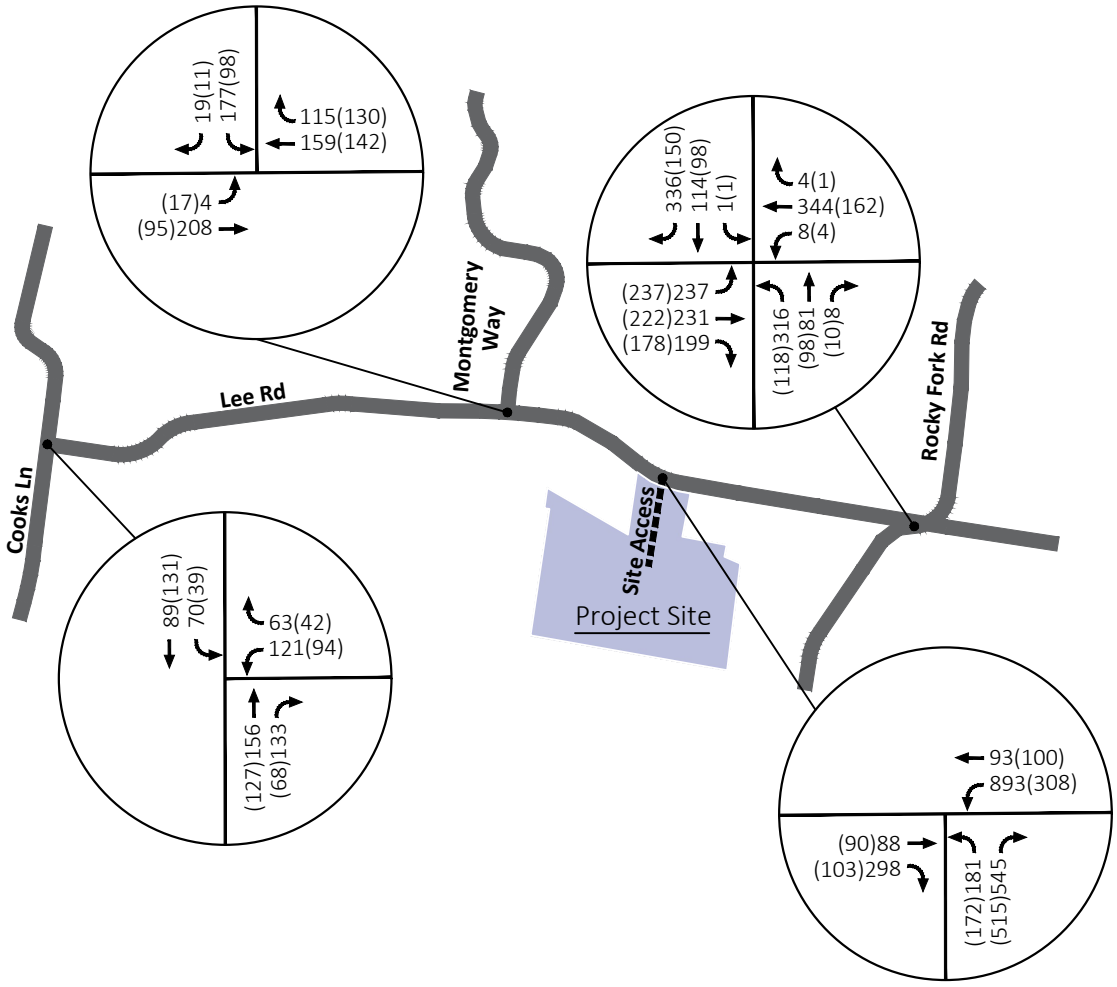
Figure 7: Assignment of Site Traffic



Legend:
XXX - AM Peak Hour Traffic Volumes
(XXX) - PM Peak Hour Traffic Volumes

(Not to Scale)

Figure 8: 2028 Future Projected Peak Hour Traffic Volumes



Legend:
XXX - AM Peak Hour Traffic Volumes
(XXX) - PM Peak Hour Traffic Volumes

(Not to Scale)

6. Traffic Operational Analysis

To evaluate the study intersections under Existing, Background, and Future Projected conditions, capacity analyses were conducted for the study intersections using Synchro 12 software and HCM 7th Edition methodology. As previously mentioned, this study is analyzing the school AM and PM peak hours, which are expected to occur from 7:45 – 8:45 AM and 2:45 – 3:45 PM.

The capacity analyses result in a control delay and corresponding level of service (LOS). The LOS and control delay are used to describe how well a turning movement and/or intersection operates. LOS A operates with the least amount of delay, and LOS F the worst. Table 2 presents the descriptions of LOS for unsignalized intersections.

Table 2: Description of Unsignalized Intersection Level of Service (LOS)

LOS	Control Delay (seconds per vehicle)
A	0 – 10
B	> 10 – 15
C	> 15 – 25
D	> 25 – 35
E	> 35 – 50
F	> 50
Source: *Highway Capacity Manual 7th Edition*	

6.1 Capacity Analysis

Tables 3 and 4 present the results of the AM and PM peak hour analysis, respectively. The projected conditions include one entering lane and two exiting lanes for the Site Access. The "Projected" conditions include stop control for the northbound approach of the Site Access to Lee Road. The "Projected with Improvements" conditions include single-lane roundabouts at the intersections of Lee Road with the Site Access and with Rocky Fork Road.

As shown, the critical turning movements at the one-way stop-controlled intersection of Lee Road and Cooks Lane are expected to operate at LOS B or better during both peak hours under all scenarios. In addition, under all scenarios the critical turning movements at the one-way stop-controlled intersection of Lee Road and Montgomery Way are expected to operate at LOS C or better during the AM peak hour and LOS A during the PM peak hour.

During both peak hours, the all-way stop-controlled intersection of Lee Road and Rocky Fork Road is expected to operate at overall LOS A under existing and background conditions and is expected to deteriorate to overall LOS F under projected conditions. With the inclusion of a single-lane roundabout, the intersection is expected to operate at overall LOS C during the AM peak hour and overall LOS A during the PM peak hour.

During both peak hours, with one-way stop-control the critical turning movements of the proposed intersection of Lee Road and the Site Access are expected to operate at LOS F or better. During the AM peak hour, with one-way stop-control the 95th-percentile queue lengths are expected to be approximately 27 vehicle lengths or shorter. With the inclusion of a single-lane roundabout, the intersection is expected

to operate at overall LOS D during the AM peak hour and overall LOS A during the PM peak hour. The critical turning movements are expected to operate at LOS E or better during the AM peak hour and LOS B or better during the PM peak hour. With a single-lane roundabout, during the AM peak hour the 95th-percentile queue lengths are expected to be approximately 18 vehicle lengths or shorter. The Synchro worksheets are included in Appendix F.

Table 3: Intersection Capacity Analysis – AM Peak Hour

Intersection	Approach / Lane Group	LOS (Delay in sec/veh) [95th% Queue in veh/ln]			
		2025 Existing	2028		
			Background	Projected without Improvements	Projected with Improvements
Lee Rd and Cooks Ln (One-Way Stop)	WB Approach	A (9.9) [0.3]	B (10.4) [0.4]	B (14.6) [1.5]	--
	SB Left Turn	A (7.5) [0.0]	A (7.6) [0.0]	A (8.1) [0.2]	--
Lee Rd and Montgomery Way (One-Way Stop)	EB Left Turn	A (7.4) [0.0]	A (7.4) [0.0]	A (7.9) [0.0]	--
	SB Approach	A (9.2) [0.2]	A (9.4) [0.3]	C (15.1) [1.7]	--
Lee Rd and Rocky Fork Rd (All-Way Stop; Roundabout with Improvements)	NB Approach	A (8.0) [0.4]	A (8.4) [0.5]	F (156.3) [14.6]	B (12.7) [3.0]
	EB Approach	A (8.2) [0.4]	A (8.7) [0.6]	F (300+) [42.9]	B (10.9) [4.0]
	WB Approach	A (7.9) [0.2]	A (8.2) [0.3]	F (106.3) [10.5]	C (15.8) [4.0]
	SB Approach	A (8.0) [0.5]	A (8.5) [0.8]	F (173.8) [16.8]	D (25.8) [7.0]
	Overall Intersection	**A (8.0)**	**A (8.5)**	**F (254.9)**	**C (15.8)**
Lee Rd and Site Access (One-Way Stop; Roundabout with Improvements)	EB Approach	--	--	--	E (40.7) [9.0]
	NB Left Turn	--	--	F (300+) [26.8]	--
	NB Right Turn	--	--	C (22.5) [7.2]	--
	NB Approach	--	--	--	B (11.3) [5.0]
	WB Left Turn	--	--	C (23.0) [11.2]	--
	WB Approach	--	--	--	E (40.2) [18.0]
	Overall Intersection	**--**	**--**	**--**	**D (30.3)**

Note: HCM 7th Edition results reported above for all intersections.

Table 4: Intersection Capacity Analysis – PM Peak Hour

Intersection	Approach / Lane Group	LOS (Delay in sec/veh) [95th% Queue in veh/ln]			
		2025 Existing	2028		
			Background	Projected without Improvements	Projected with Improvements
Lee Rd and Cooks Ln (One-Way Stop)	WB Approach	A (9.9) [0.1]	B (10.4) [0.2]	B (12.2) [0.9]	--
	SB Left Turn	A (7.5) [0.0]	A (7.6) [0.0]	A (7.7) [0.1]	--
Lee Rd and Montgomery Way (One-Way Stop)	EB Left Turn	A (7.4) [0.0]	A (7.5) [0.0]	A (7.9) [0.0]	--
	SB Approach	A (9.3) [0.2]	A (9.6) [0.3]	A (11.9) [0.7]	--
Lee Rd and Rocky Fork Rd (All-Way Stop; Roundabout with Improvements)	NB Approach	A (8.1) [0.4]	A (8.6) [0.6]	C (17.6) [2.6]	A (8.0) [1.0]
	EB Approach	A (8.3) [0.5]	A (8.8) [0.6]	F (112.2) [22.9]	A (9.8) [4.0]
	WB Approach	A (7.9) [0.2]	A (8.3) [0.3]	B (14.4) [1.6]	A (6.8) [1.0]
	SB Approach	A (8.0) [0.5]	A (8.5) [0.7]	C (17.1) [2.8]	A (6.4) [1.0]
	Overall Intersection	**A (8.1)**	**A (8.6)**	**F (64.2)**	**A (8.4)**
Lee Rd and Site Access (One-Way Stop; Roundabout with Improvements)	EB Approach	--	--	--	A (5.9) [1.0]
	NB Left Turn	--	--	F (75.1) [6.6]	--
	NB Right Turn	--	--	C (15.6) [4.6]	--
	NB Approach	--	--	--	B (10.5) [4.0]
	WB Left Turn	--	--	A (8.5) [1.0]	--
	WB Approach	--	--	--	A (7.4) [2.0]
	Overall Intersection	**--**	**--**	**--**	**A (8.8)**

Note: HCM 7th Edition results reported above for all intersections.

6.2 Turn Lane Analysis

The intersections of Lee Road with Cooks Lane, Montgomery Way, and the proposed Site Access were evaluated for the need for right turn and left turn deceleration lanes under projected conditions based on methodology presented in *NCHRP Report 457, Evaluating Intersection Improvements: An Engineering Study Guide*. The turn lane analysis was based on the Future Projected peak hour traffic volumes previously presented. The turn lane analysis was based on the posted speed limit of 35 mph on Cooks Lane and 30 mph on Lee Road. Under projected conditions, no turn lanes are warranted at the intersections of Lee Road with Cooks Lane or Montgomery Way. Under projected conditions, a westbound left turn lane is warranted on Lee Road at the Site Access. However, with the provision of the recommended single-lane roundabout at the intersection of Lee Road and the Site Access, no turn lanes are recommended. Details of the turn lane analysis are included in Appendix G.

6.3 Signal Warrant Analysis

Under unsignalized conditions, the results of the capacity analyses indicate that the northbound left turning movement of the Site Access at Lee Road is expected to operate at LOS F during both peak hours under projected conditions. In addition, the all-way stop-controlled intersection of Lee Road and Rocky Fork Road is expected to operate at overall LOS F during both peak hours under projected conditions. Therefore, the intersections of Lee Road with the Site Access and Rocky Fork Road were evaluated to determine whether a traffic signal will be warranted and appropriate to accommodate vehicular traffic at the intersections based on the proposed development's trip generation.

The *Manual on Uniform Traffic Control Devices* (MUTCD) includes nine (9) warrants that should be evaluated based on an engineering study of traffic conditions prior to the installation of a new traffic signal. While there are nine warrants, only one is required to be met in order to consider the need for traffic signal control at an intersection. However, satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal. Each warrant sets forth the minimum criteria related to the operation and safety of an intersection that should be met in order to satisfy the warrant.

Warrants 10 software by Trafficware was utilized for the signal warrant analysis based on 2009 Federal Warrants. The traffic volume data, speed limits, and intersection geometry were utilized for the analysis. At the intersection of Lee Road and the Site Access, two exiting lanes are planned for the Site Access and a westbound left turn lane is warranted on Lee Road. Therefore, the analysis for the intersection of Lee Road and the Site Access is based on 2+ lane major street approaches and 2+ minor street approaches. The analysis for the intersection of Lee Road and Rocky Fork Road is based on 1 lane major and 1 lane minor street approaches.

In order to obtain hourly 2028 Background Conditions traffic volumes at the intersections, some assumptions were made to account for ambient and approved development traffic in the study area. Turning movement counts for 12 hours were conducted on Wednesday, June 18, 2025, from 6:00 AM – 6:00 PM at the existing intersection of Lee Road and Rocky Fork Road. Similar to the peak hour traffic volumes previously presented, a 9% annual growth was assumed and applied to the hourly 2025 turning movement data, which is a 27% background growth (representing 9% annual growth for 3 years).

Finally, the trip generation for the proposed development was assigned to the intersections based on the directional distribution presented in Figure 6. The signal warrant analysis was conducted based on the 2028 Future Projected Conditions. The hourly distributions for each land use were taken from ITE's *Trip Generation Manual, 11th Edition*. Table 5 presents the results of the signal warrant analysis.

Table 5: Signal Warrant Analysis Results - 2028 Future Projected Conditions

Warrant Description	Intersection of Lee Road and Site Access[2]		Intersection of Lee Road and Rocky Fork Road[3]	
	Met?	# Hours Met	Met?	# Hours Met
Warrant 1: 8-Hour Vehicular Volume	No	1	No	4
Warrant 2: 4-Hour Vehicular Volume	No	2	No	3
Warrant 3: Peak Hour	Yes	2	Yes	1
Warrant 4: Pedestrian Volume	N/A	--	N/A	--
Warrant 5: School Crossing	N/A	--	N/A	--
Warrant 6: Coordinated Signal System	N/A	--	N/A	--
Warrant 7: Crash Experience	N/A	--	N/A	--
Warrant 8: Roadway Network	N/A	--	N/A	--
Warrant 9: Intersection near a Grade Crossing	N/A	--	N/A	--

Notes:
1. Based on 2028 Future Projected Conditions.
2. Based on 2 Lane Major Street and 2 Lane Minor Street approaches.
3. Based on 1 Lane Major Street and 1 Lane Minor Street approaches.
4. Based on <40 mph approach speed on the Major Street.
5. Crash data was not evaluated for the warrant.

Based on these data and analyses, traffic signal warrants will be met under 2028 Future Projected Conditions for both intersections of Lee Road with the Site Access and Rocky Fork Road. Specifically, Warrant 3 (Peak Hour) is met under projected 2028 conditions for both intersections.

Although traffic signals are warranted at these two intersections along Lee Road, single-lane roundabouts will serve the school peak hour traffic during arrival and dismissal and will be a better traffic control solution during non-peak hours of the day. In addition, it should be noted that roundabout designs can accommodate school buses. Details of the signal warrant analysis are included in Appendix H.

7. Conclusions and Recommendations

The Lee Road School Site development is proposed to be located on the south side of Lee Road in Rutherford County, Tennessee, just outside of the Town of Smyrna city limits. The proposed development includes a middle school with an enrollment of approximately 1,200 students and a high school with an enrollment of approximately 2,500 students. According to the current concept plan provided by the civil engineer, Barge Civil Associates, the development will have one new roadway connection to Lee Road.

The analyses presented in this report indicate that the proposed development will generate a manageable amount of new vehicular traffic to the study area. In total, the project is expected to generate approximately 7,358 daily trips, 1,191 AM peak hour trips, and 1,098 PM peak hour trips. Capacity analyses indicate that the Site Access point will operate acceptably following completion of the proposed development.

Based on the analyses presented in this study and review of the study area and proposed development information, the following is recommended in order to accommodate the proposed development:

<u>Intersection of Lee Road and Rocky Fork Road</u>

- Install a single-lane roundabout at the intersection. The roundabout should be designed to accommodate school buses.
- Each approach to the intersection should include one vehicular travel lane.

<u>Intersection of Lee Road and Site Access</u>

- Install a single-lane roundabout at the intersection. The roundabout should be designed to accommodate school buses.
- Each approach to the intersection should include one vehicular travel lane.
- The Site Access should include one entering lane and one exiting lane.
- A secondary site access is recommended to be provided.
- The Site Access should be designed and constructed to allow for sufficient intersection sight distance, clear of any obstructions such as vegetation, landscaping, hardscaping, signs, driveway approach grades, and fencing within the departure sight triangle.

<u>School Zone Plan</u>

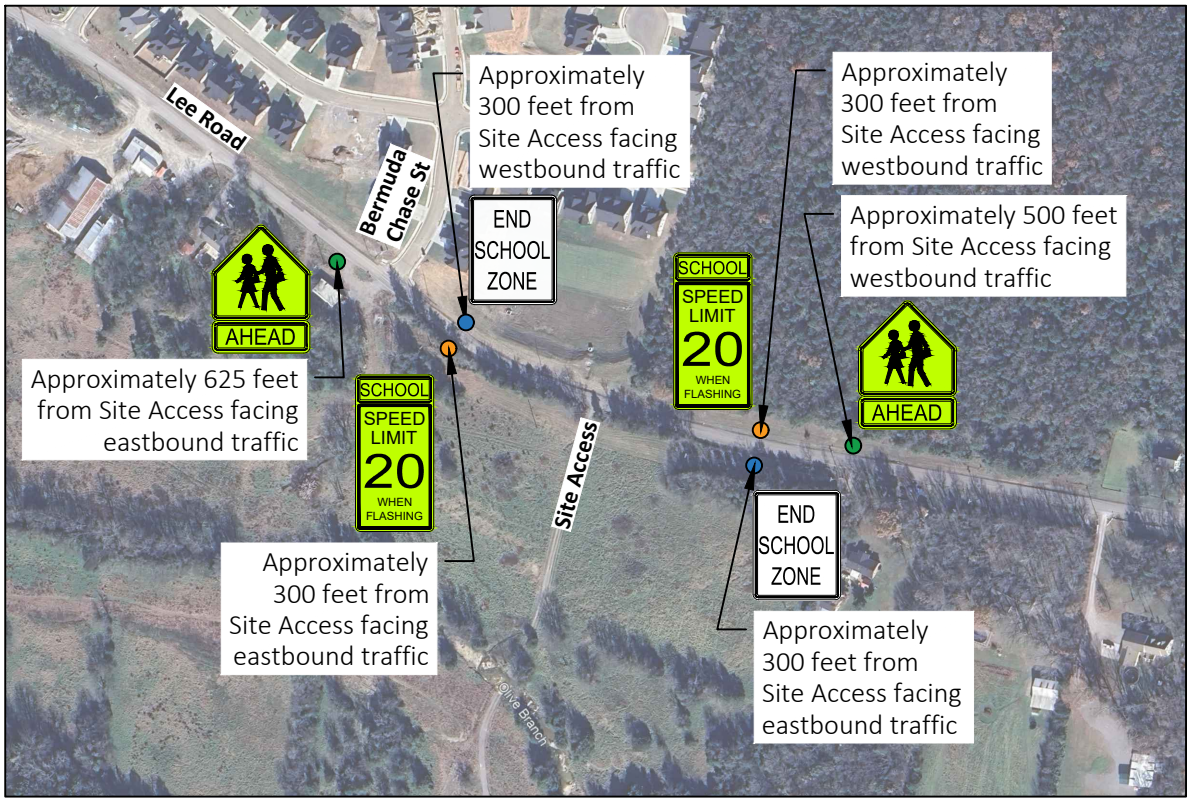
- A 20-mph school zone should be designated along Lee Road near the project site. A School Zone sign (S1-1) with supplemental Ahead plaque (W16-9P) should be installed at the following locations:
    - On Lee Road approximately 625 feet west of the Site Access facing eastbound traffic;
    - On Lee Road approximately 500 feet east of the Site Access facing westbound traffic.
- A School Speed Limit Assembly consisting of a School Speed Limit 20 When Flashing sign (S5-1) with a S4-3P supplemental 'School' plaque and flashing yellow beacons should be installed at the following locations:
    - On Lee Road approximately 300 feet west of the Site Access facing eastbound traffic;
    - On Lee Road approximately 300 feet east of the Site Access westbound traffic.
- End School Zone signs (S5-2) should be placed at the following locations:
    - On Lee Road approximately 300 feet west of the Site Access facing westbound traffic;
    - On Lee Road approximately 300 feet east of the Site Access facing eastbound traffic.

School Arrival and Dismissal Operations

- Raised crosswalks should be constructed on internal roadways where students will routinely be crossing vehicular traffic. At a minimum, a raised crosswalk should be constructed where bus riders will be crossing internal roadways from the bus staging areas to the school entrances.
- With the recommended single-lane roundabout at the intersection of Lee Road and the Site Access, traffic control officers/crossing guards are not anticipated to be required.
- Sidewalks should be constructed on the south side of Lee Road along the site frontage to facilitate students walking from adjacent neighborhoods. Internal school sidewalks should connect the school buildings and the sidewalks along Lee Road.

The recommendations presented above are conceptual in nature and intended for developing planning level cost estimates for necessary site improvements associated with the proposed Lee Road School Site. All roadway design details should be finalized through the design and preparation of construction documents and should be based on survey, existing roadway features, right-of-way constraints, etc. Based on the analyses presented in this report, no further improvements are recommended in association with the proposed Lee Road School Site development.

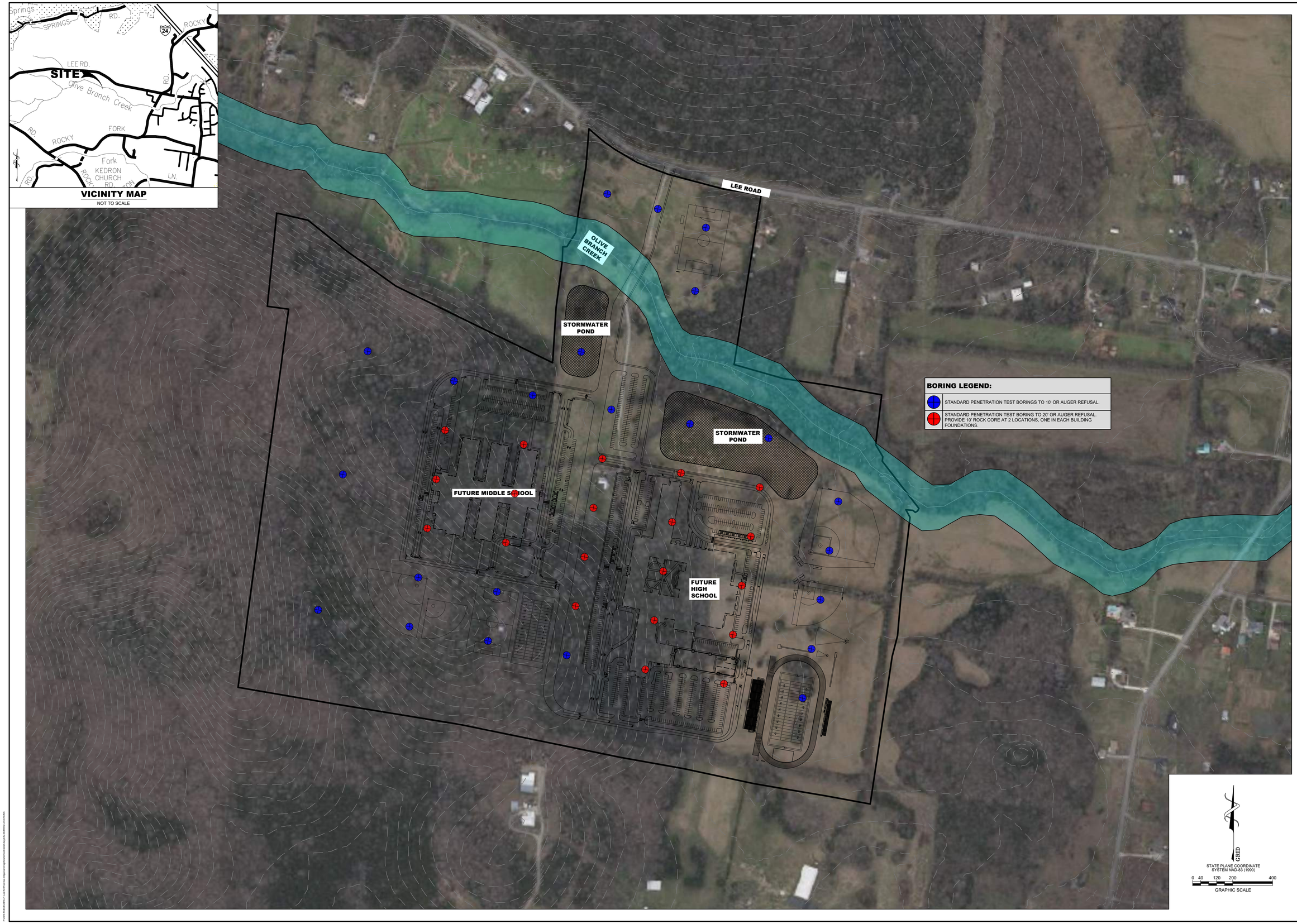
Figure 9: Recommended School Zone Plan



Legend:
- S1-1 School Zone Sign with W16-9P Ahead Plaque
- S5-1 Speed Limit Sign When Flashing with S4-3P School Plaque and Yellow Flashing Beacons
- S5-2 End School Zone Sign

(Not to Scale)

APPENDIX A
CURRENT SITE PLAN



BARGE CIVIL ASSOCIATES

6606 CHARLOTTE PIKE, SUITE 210, NASHVILLE, TN 37209
615.356.9911 ▾ BCAcivil.com

BORING EXHIBIT

NEW MIDDLE AND HIGH SCHOOL
LEE ROAD
SMYRNA, TN, 37167

DATE	DESCRIPTION

EX2

BCA JOB NO. 2416-21

APPENDIX B
TDOT COUNT DATA & HISTORICAL ANALYSIS

TDOT Count Station Data Historical Growth Analysis (AADT)						
Station No.	Station 75000297	Annual % Growth	Station 75000136	Annual % Growth	**Total**	**Annual % Growth**
Street	Cooks Lane		Rocky Fork Road			
Location	South of Lee Road		North of Morton Road			
Year						
2024	3598	24.4%	3251	6.8%	**6849**	**15.4%**
2023	2893	5.8%	3044	8.1%	**5937**	**6.9%**
2022	2735	16.7%	2817	19.9%	**5552**	**18.3%**
2021	2344	26.0%	2349	23.8%	**4693**	**24.9%**
2020	1861	-24.8%	1897	-11.2%	**3758**	**-18.5%**
2019	2476	12.5%	2137	16.1%	**4613**	**14.2%**
2018	2201	5.2%	1840	12.8%	**4041**	**8.5%**
2017	2093	33.4%	1631	-15.3%	**3724**	**6.6%**
2016	1569	1.8%	1925	27.5%	**3494**	**14.5%**
2015	1542	-5.7%	1510	-10.1%	**3052**	**-7.9%**
2014	1635		1680		**3315**	
10-year Annual Avg Growth		9.5%		7.8%		**8.3%**
5-year Annual Avg Growth		9.6%		9.5%		**9.4%**
3-year Annual Avg Growth		15.6%		11.6%		**13.5%**

APPENDIX C
RAW TRAFFIC DATA

Peak Hour Turning Movement Count

Smyrna, TN

Click here for Map

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Wednesday, June 18, 2025		
Mostly Cloudy		80°F
Period	0600 - 0900	**APPLY**
Peak Hour	0715 - 0815	**APPLY**
Global PH		**APPLY**

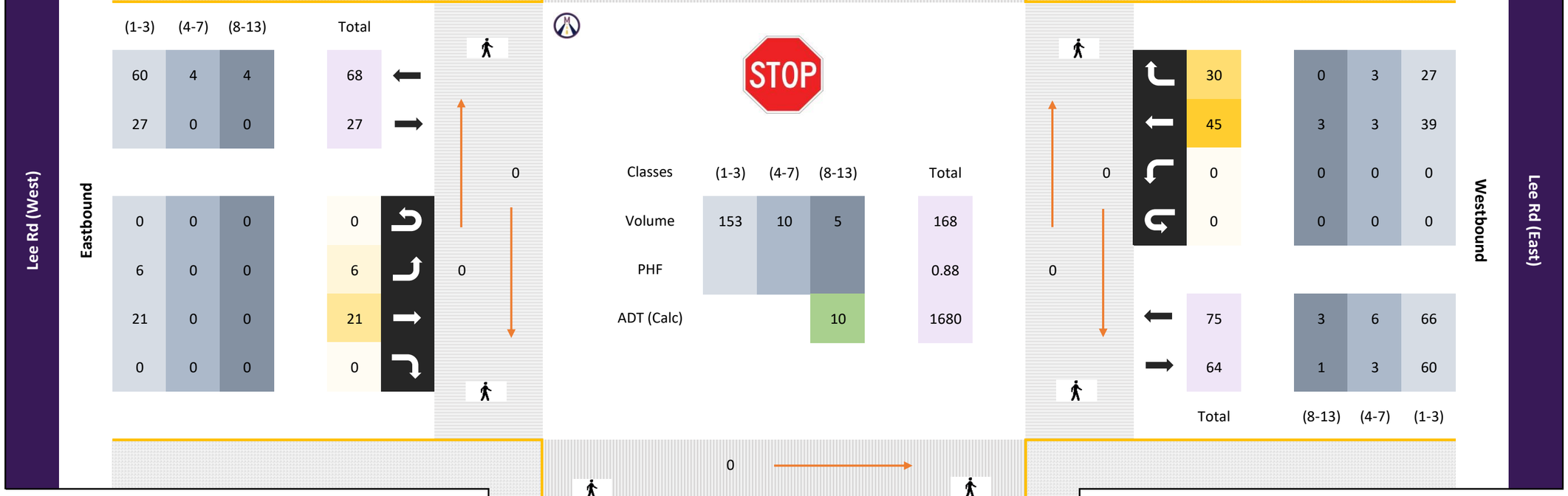
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	Driveway						Montgomery Way						Lee Rd (West)						Lee Rd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
0715 - 0730	0	0	0	-	0	0	10	0	9	-	0	19	1	4	0	-	0	5	0	6	5	-	0	11	35
0730 - 0745	0	0	0	-	0	0	12	0	7	-	0	19	3	6	0	-	0	9	0	11	9	-	0	20	48
0745 - 0800	0	0	0	-	0	0	12	0	4	-	0	16	1	4	0	-	0	5	0	16	6	-	0	22	43
0800 - 0815	0	0	0	-	0	0	9	0	3	-	0	12	1	7	0	-	0	8	0	12	10	-	0	22	42
Total	0	0	0	0	0	0	43	0	23	0	0	66	6	21	0	0	0	27	0	45	30	0	0	75	168
Approach %	0.00	0.00	0.00	0.00	0.00	-	65.15	0.00	34.85	0.00	0.00	-	22.22	77.78	0.00	0.00	0.00	-	0.00	60.00	40.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.90	0.00	0.64	0.00	0.00	**0.87**	0.50	0.75	0.00	0.00	0.00	**0.75**	0.00	0.70	0.75	0.00	0.00	**0.85**	**0.88**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	Driveway						Montgomery Way						Lee Rd (West)						Lee Rd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
0715 - 0730	0	0	0	-	0	0	7	0	9	-	0	16	1	4	0	-	0	5	0	6	5	-	0	11	32
0730 - 0745	0	0	0	-	0	0	12	0	6	-	0	18	3	6	0	-	0	9	0	9	8	-	0	17	44
0745 - 0800	0	0	0	-	0	0	12	0	4	-	0	16	1	4	0	-	0	5	0	16	6	-	0	22	43
0800 - 0815	0	0	0	-	0	0	8	0	2	-	0	10	1	7	0	-	0	8	0	8	8	-	0	16	34
Total	0	0	0	0	0	0	39	0	21	0	0	60	6	21	0	0	0	27	0	39	27	0	0	66	153
Approach %	0.00	0.00	0.00	0.00	0.00	-	65.00	0.00	35.00	0.00	0.00	-	22.22	77.78	0.00	0.00	0.00	-	0.00	59.09	40.91	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.81	0.00	0.58	0.00	0.00	**0.83**	0.50	0.75	0.00	0.00	0.00	**0.75**	0.00	0.61	0.84	0.00	0.00	**0.75**	**0.87**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	Driveway						Montgomery Way						Lee Rd (West)						Lee Rd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
0715 - 0730	0	0	0	-	0	0	2	0	0	-	0	2	0	0	0	-	0	0	0	0	0	-	0	0	2
0730 - 0745	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	1	1	-	0	2	2
0745 - 0800	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0800 - 0815	0	0	0	-	0	0	1	0	1	-	0	2	0	0	0	-	0	0	0	2	2	-	0	4	6
Total	0	0	0	0	0	0	3	0	1	0	0	4	0	0	0	0	0	0	0	3	3	0	0	6	10
Approach %	0.00	0.00	0.00	0.00	0.00	-	75.00	0.00	25.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	50.00	50.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.38	0.00	0.25	0.00	0.00	**0.50**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.38	0.38	0.00	0.00	**0.38**	**0.42**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	Driveway						Montgomery Way						Lee Rd (West)						Lee Rd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
0715 - 0730	0	0	0	-	0	0	1	0	0	-	0	1	0	0	0	-	0	0	0	0	0	-	0	0	1
0730 - 0745	0	0	0	-	0	0	0	0	1	-	0	1	0	0	0	-	0	0	0	1	0	-	0	1	2
0745 - 0800	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0800 - 0815	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	2	0	-	0	2	2
Total	0	0	0	0	0	0	1	0	1	0	0	2	0	0	0	0	0	0	0	3	0	0	0	3	5
Approach %	0.00	0.00	0.00	0.00	0.00	-	50.00	0.00	50.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.25	0.00	0.25	0.00	0.00	**0.50**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.38	0.00	0.00	0.00	**0.38**	**0.63**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	Driveway						Montgomery Way						Lee Rd (West)						Lee Rd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
0715 - 0730	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0730 - 0745	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0745 - 0800	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0800 - 0815	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Smyrna, TN

Click here for Map

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Wednesday, June 18, 2025		
Mostly Cloudy		80°F
Period	1500 - 1800	**APPLY**
Peak Hour	1630 - 1730	**APPLY**
Global PH		**APPLY**

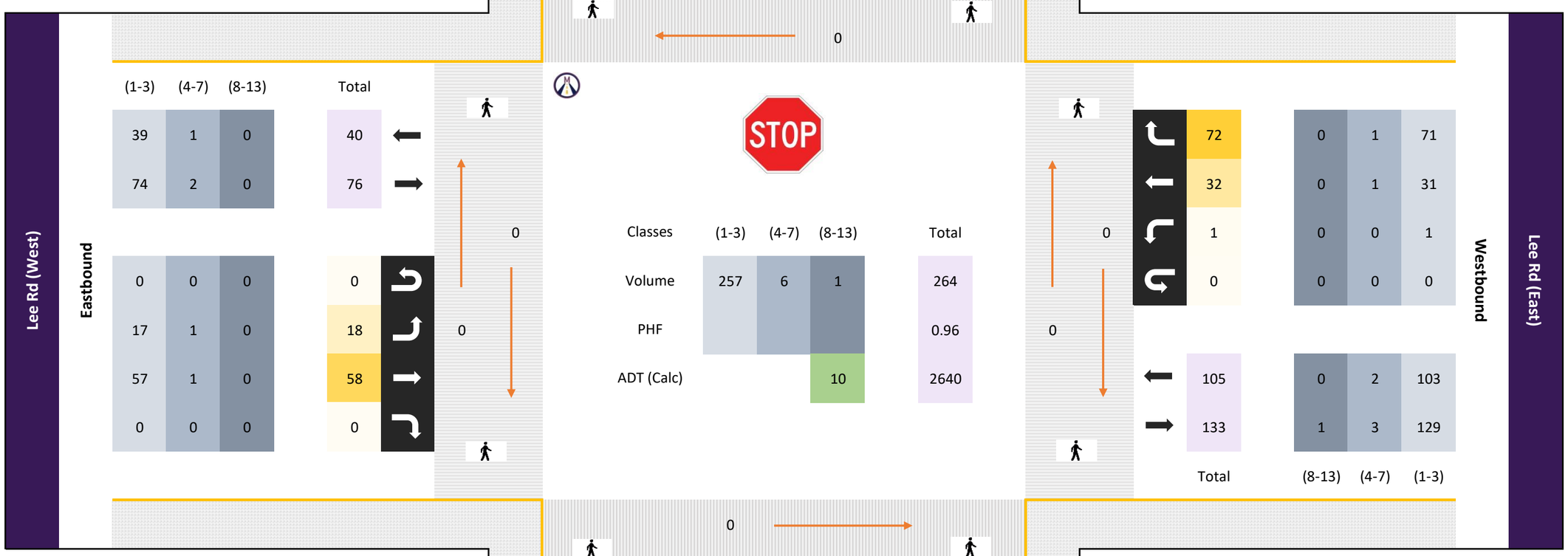
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	Driveway						Montgomery Way						Lee Rd (West)						Lee Rd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1630 - 1645	0	0	0	-	0	0	21	0	2	-	0	23	3	14	0	-	0	17	1	4	17	-	0	22	62
1645 - 1700	0	0	0	-	0	0	17	0	4	-	0	21	3	20	0	-	0	23	0	8	13	-	0	21	65
1700 - 1715	0	0	0	-	0	0	21	0	1	-	0	22	5	12	0	-	0	17	0	7	22	-	0	29	68
1715 - 1730	0	0	0	-	0	0	16	0	1	-	0	17	7	12	0	-	0	19	0	13	20	-	0	33	69
Total	0	0	0	0	0	0	75	0	8	0	0	83	18	58	0	0	0	76	1	32	72	0	0	105	264
Approach %	0.00	0.00	0.00	0.00	0.00	-	90.36	0.00	9.64	0.00	0.00	-	23.68	76.32	0.00	0.00	0.00	-	0.95	30.48	68.57	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.89	0.00	0.50	0.00	0.00	**0.90**	0.64	0.73	0.00	0.00	0.00	**0.83**	0.25	0.62	0.82	0.00	0.00	**0.80**	**0.96**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	Driveway						Montgomery Way						Lee Rd (West)						Lee Rd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1630 - 1645	0	0	0	-	0	0	20	0	2	-	0	22	3	13	0	-	0	16	1	4	17	-	0	22	60
1645 - 1700	0	0	0	-	0	0	16	0	4	-	0	20	2	20	0	-	0	22	0	8	12	-	0	20	62
1700 - 1715	0	0	0	-	0	0	21	0	1	-	0	22	5	12	0	-	0	17	0	6	22	-	0	28	67
1715 - 1730	0	0	0	-	0	0	15	0	1	-	0	16	7	12	0	-	0	19	0	13	20	-	0	33	68
Total	0	0	0	0	0	0	72	0	8	0	0	80	17	57	0	0	0	74	1	31	71	0	0	103	257
Approach %	0.00	0.00	0.00	0.00	0.00	-	90.00	0.00	10.00	0.00	0.00	-	22.97	77.03	0.00	0.00	0.00	-	0.97	30.10	68.93	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.86	0.00	0.50	0.00	0.00	**0.91**	0.61	0.71	0.00	0.00	0.00	**0.84**	0.25	0.60	0.81	0.00	0.00	**0.78**	**0.94**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	Driveway						Montgomery Way						Lee Rd (West)						Lee Rd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1630 - 1645	0	0	0	-	0	0	1	0	0	-	0	1	0	1	0	-	0	1	0	0	0	-	0	0	2
1645 - 1700	0	0	0	-	0	0	1	0	0	-	0	1	1	0	0	-	0	1	0	0	1	-	0	1	3
1700 - 1715	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	1	0	-	0	1	1
1715 - 1730	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	2	0	0	0	0	2	1	1	0	0	0	2	0	1	1	0	0	2	6
Approach %	0.00	0.00	0.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	50.00	50.00	0.00	0.00	0.00	-	0.00	50.00	50.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.50	0.00	0.00	0.00	0.00	**0.50**	0.25	0.25	0.00	0.00	0.00	**0.50**	0.00	0.25	0.25	0.00	0.00	**0.50**	**0.50**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	Driveway						Montgomery Way						Lee Rd (West)						Lee Rd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1630 - 1645	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1645 - 1700	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1700 - 1715	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1715 - 1730	0	0	0	-	0	0	1	0	0	-	0	1	0	0	0	-	0	0	0	0	0	-	0	0	1
Total	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Approach %	0.00	0.00	0.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.25	0.00	0.00	0.00	0.00	**0.25**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.25**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	Driveway						Montgomery Way						Lee Rd (West)						Lee Rd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1630 - 1645	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1645 - 1700	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1700 - 1715	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1715 - 1730	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Click here for Map

Smyrna, TN

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Wednesday, June 18, 2025		
Mostly Cloudy		80°F
Period	0600 - 0900	**APPLY**
Peak Hour	0700 - 0800	**APPLY**
Global PH		**APPLY**

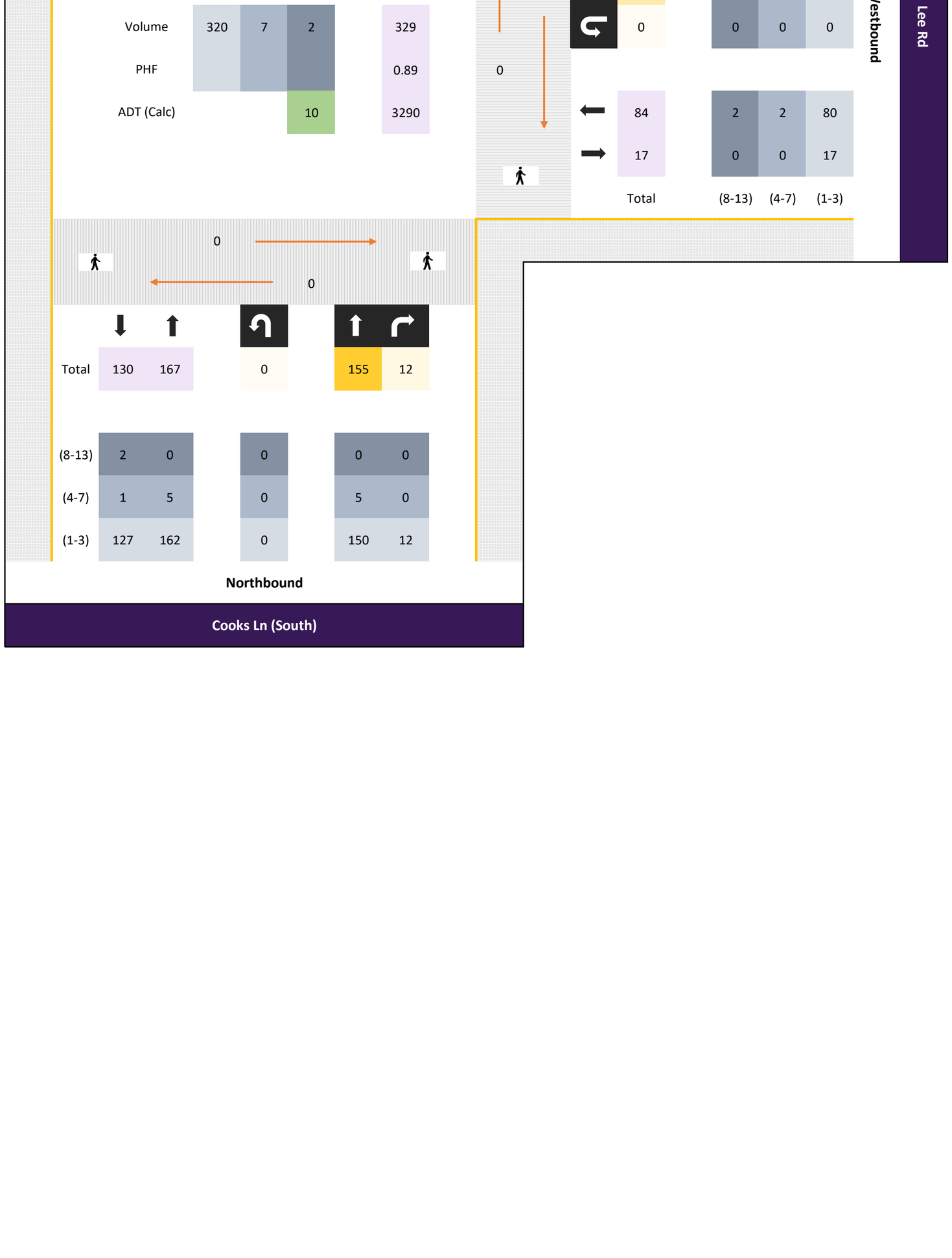
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound												Westbound						
	Cooks Ln (South)						Cooks Ln (North)												Lee Rd						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
0700 - 0715	-	34	2	-	0	36	1	20	-	-	0	21	-	-	-	-	-	0	17	-	5	-	0	22	79
0715 - 0730	-	38	4	-	0	42	3	18	-	-	0	21	-	-	-	-	-	0	13	-	1	-	0	14	77
0730 - 0745	-	34	6	-	0	40	0	20	-	-	0	20	-	-	-	-	-	0	13	-	8	-	0	21	81
0745 - 0800	-	49	0	-	0	49	1	15	-	-	0	16	-	-	-	-	-	0	14	-	13	-	0	27	92
Total	0	155	12	0	0	167	5	73	0	0	0	78	0	0	0	0	0	0	57	0	27	0	0	84	329
Approach %	0.00	92.81	7.19	0.00	0.00	-	6.41	93.59	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	67.86	0.00	32.14	0.00	0.00	-	
PHF	0.00	0.79	0.50	0.00	0.00	**0.85**	0.42	0.91	0.00	0.00	0.00	**0.93**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.84	0.00	0.52	0.00	0.00	**0.78**	**0.89**

Passenger Vehicles (1-3)

	Northbound						Southbound												Westbound						
	Cooks Ln (South)						Cooks Ln (North)												Lee Rd						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
0700 - 0715	-	31	2	-	0	33	1	20	-	-	0	21	-	-	-	-	-	0	17	-	5	-	0	22	76
0715 - 0730	-	38	4	-	0	42	3	18	-	-	0	21	-	-	-	-	-	0	12	-	1	-	0	13	76
0730 - 0745	-	33	6	-	0	39	0	20	-	-	0	20	-	-	-	-	-	0	11	-	7	-	0	18	77
0745 - 0800	-	48	0	-	0	48	1	15	-	-	0	16	-	-	-	-	-	0	14	-	13	-	0	27	91
Total	0	150	12	0	0	162	5	73	0	0	0	78	0	0	0	0	0	0	54	0	26	0	0	80	320
Approach %	0.00	92.59	7.41	0.00	0.00	-	6.41	93.59	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	67.50	0.00	32.50	0.00	0.00	-	
PHF	0.00	0.78	0.50	0.00	0.00	**0.84**	0.42	0.91	0.00	0.00	0.00	**0.93**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.79	0.00	0.50	0.00	0.00	**0.74**	**0.88**

Single Unit Trucks (4-7)

	Northbound						Southbound												Westbound						
	Cooks Ln (South)						Cooks Ln (North)												Lee Rd						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
0700 - 0715	-	3	0	-	0	3	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	3
0715 - 0730	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	1	-	0	-	0	1	1
0730 - 0745	-	1	0	-	0	1	0	0	-	-	0	0	-	-	-	-	-	0	0	-	1	-	0	1	2
0745 - 0800	-	1	0	-	0	1	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	1
Total	0	5	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	2	7
Approach %	0.00	100.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	50.00	0.00	50.00	0.00	0.00	-	
PHF	0.00	0.42	0.00	0.00	0.00	**0.42**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.25	0.00	0.25	0.00	0.00	**0.50**	**0.58**

Combination Trucks (8-13)

	Northbound						Southbound												Westbound						
	Cooks Ln (South)						Cooks Ln (North)												Lee Rd						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
0700 - 0715	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
0715 - 0730	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
0730 - 0745	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	2	-	0	-	0	2	2
0745 - 0800	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2	2
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.25	0.00	0.00	0.00	0.00	**0.25**	**0.25**

Bicycles

	Northbound						Southbound												Westbound						
	Cooks Ln (South)						Cooks Ln (North)												Lee Rd						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
0700 - 0715	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
0715 - 0730	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
0730 - 0745	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
0745 - 0800	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Click here for Map

Smyrna, TN

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Wednesday, June 18, 2025		
Mostly Cloudy		80°F
Period	1500 - 1800	**APPLY**
Peak Hour	1630 - 1730	**APPLY**
Global PH		**APPLY**

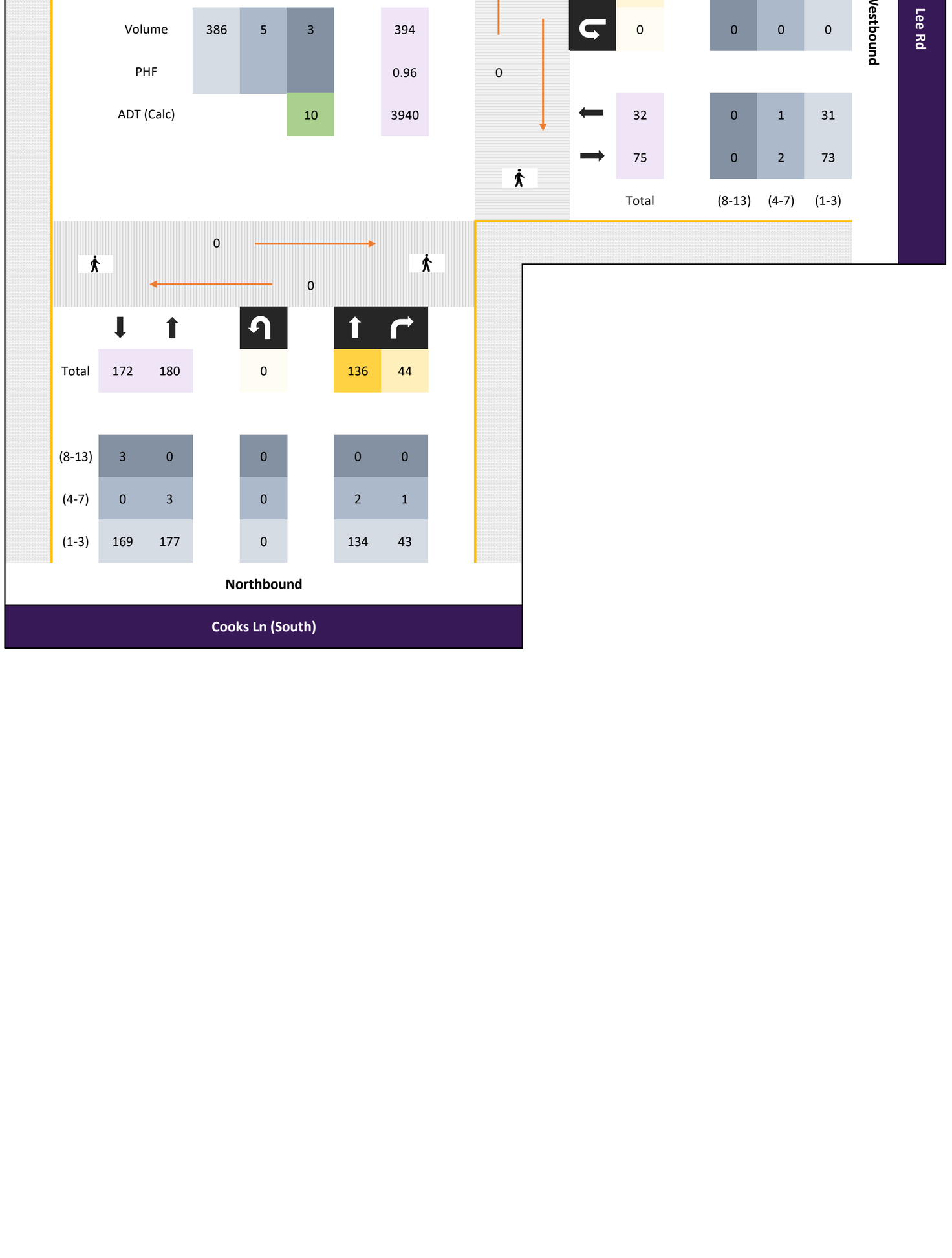
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound												Westbound						
	Cooks Ln (South)						Cooks Ln (North)												Lee Rd						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
1630 - 1645	-	27	11	-	0	38	9	48	-	-	0	57	-	-	-	-	-	0	6	-	2	-	0	8	103
1645 - 1700	-	32	6	-	0	38	11	38	-	-	0	49	-	-	-	-	-	0	6	-	3	-	0	9	96
1700 - 1715	-	40	9	-	0	49	5	34	-	-	0	39	-	-	-	-	-	0	6	-	1	-	0	7	95
1715 - 1730	-	37	18	-	0	55	6	31	-	-	0	37	-	-	-	-	-	0	3	-	5	-	0	8	100
Total	0	136	44	0	0	180	31	151	0	0	0	182	0	0	0	0	0	0	21	0	11	0	0	32	394
Approach %	0.00	75.56	24.44	0.00	0.00	-	17.03	82.97	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	65.63	0.00	34.38	0.00	0.00	-	
PHF	0.00	0.85	0.61	0.00	0.00	**0.82**	0.70	0.79	0.00	0.00	0.00	**0.80**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.88	0.00	0.55	0.00	0.00	**0.89**	**0.96**

Passenger Vehicles (1-3)

	Northbound						Southbound												Westbound						
	Cooks Ln (South)						Cooks Ln (North)												Lee Rd						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
1630 - 1645	-	25	10	-	0	35	9	47	-	-	0	56	-	-	-	-	-	0	6	-	2	-	0	8	99
1645 - 1700	-	32	6	-	0	38	10	37	-	-	0	47	-	-	-	-	-	0	6	-	3	-	0	9	94
1700 - 1715	-	40	9	-	0	49	5	33	-	-	0	38	-	-	-	-	-	0	6	-	0	-	0	6	93
1715 - 1730	-	37	18	-	0	55	6	31	-	-	0	37	-	-	-	-	-	0	3	-	5	-	0	8	100
Total	0	134	43	0	0	177	30	148	0	0	0	178	0	0	0	0	0	0	21	0	10	0	0	31	386
Approach %	0.00	75.71	24.29	0.00	0.00	-	16.85	83.15	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	67.74	0.00	32.26	0.00	0.00	-	
PHF	0.00	0.84	0.60	0.00	0.00	**0.80**	0.75	0.79	0.00	0.00	0.00	**0.79**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.88	0.00	0.50	0.00	0.00	**0.86**	**0.97**

Single Unit Trucks (4-7)

	Northbound						Southbound												Westbound						
	Cooks Ln (South)						Cooks Ln (North)												Lee Rd						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
1630 - 1645	-	2	1	-	0	3	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	3
1645 - 1700	-	0	0	-	0	0	1	0	-	-	0	1	-	-	-	-	-	0	0	-	0	-	0	0	1
1700 - 1715	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	1	-	0	1	1
1715 - 1730	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
Total	0	2	1	0	0	3	1	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	1	5
Approach %	0.00	66.67	33.33	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	100.00	0.00	0.00	-	
PHF	0.00	0.25	0.25	0.00	0.00	**0.25**	0.25	0.00	0.00	0.00	0.00	**0.25**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.25	0.00	0.00	**0.25**	**0.42**

Combination Trucks (8-13)

	Northbound						Southbound												Westbound						
	Cooks Ln (South)						Cooks Ln (North)												Lee Rd						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
1630 - 1645	-	0	0	-	0	0	0	1	-	-	0	1	-	-	-	-	-	0	0	-	0	-	0	0	1
1645 - 1700	-	0	0	-	0	0	0	1	-	-	0	1	-	-	-	-	-	0	0	-	0	-	0	0	1
1700 - 1715	-	0	0	-	0	0	0	1	-	-	0	1	-	-	-	-	-	0	0	-	0	-	0	0	1
1715 - 1730	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
Total	0	0	0	0	0	0	0	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.75	0.00	0.00	0.00	**0.75**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.75**

Bicycles

	Northbound						Southbound												Westbound						
	Cooks Ln (South)						Cooks Ln (North)												Lee Rd						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
1630 - 1645	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
1645 - 1700	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
1700 - 1715	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
1715 - 1730	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Click here for Map

Smyrna, TN

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Wednesday, June 18, 2025		
Mostly Cloudy		80°F
Period	0600 - 0900	**APPLY**
Peak Hour	0715 - 0815	**APPLY**
Global PH		**APPLY**

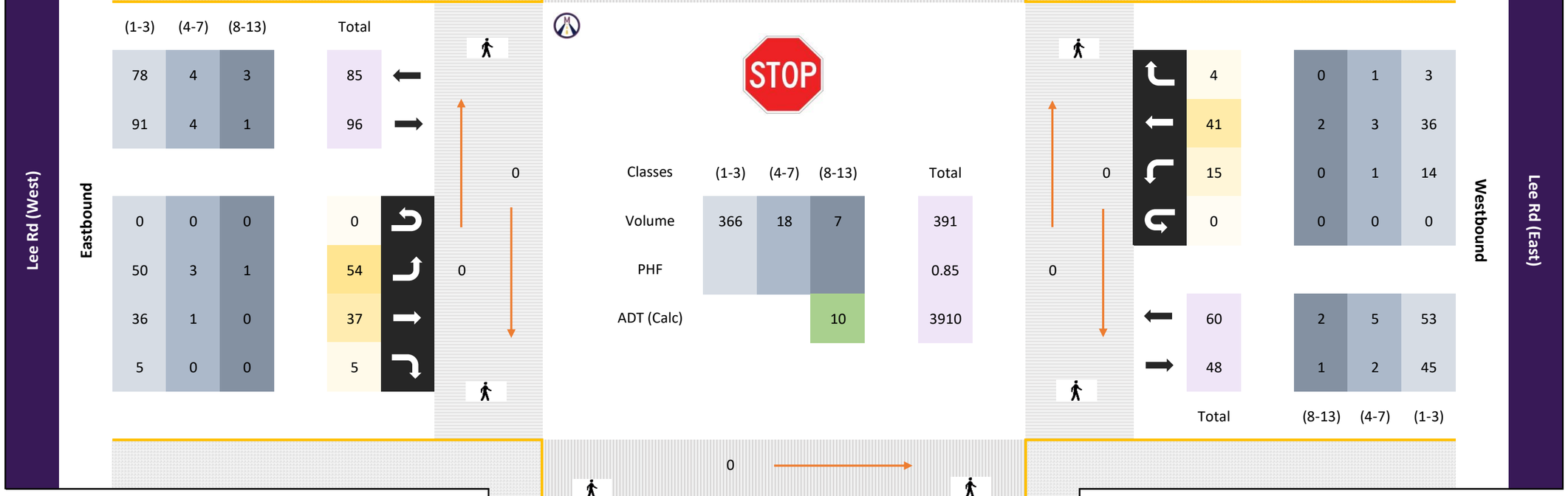
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

Time	Northbound Rocky Fork Rd (South)						Southbound Rocky Fork Rd (North)						Eastbound Lee Rd (West)						Westbound Lee Rd (East)						
	Left 3.1	Thru 3.2	Right 3.3		U-Turn 3.4	App Total	Left 3.5	Thru 3.6	Right 3.7		U-Turn 3.8	App Total	Left 3.9	Thru 3.10	Right 3.11		U-Turn 3.12	App Total	Left 3.13	Thru 3.14	Right 3.15		U-Turn 3.16	App Total	Int Total
0715 - 0730	0	21	0	-	0	21	0	35	8	-	0	43	15	6	0	-	0	21	4	12	0	-	0	16	101
0730 - 0745	1	12	3	-	0	16	1	21	10	-	0	32	15	10	0	-	0	25	7	9	2	-	0	18	91
0745 - 0800	1	33	1	-	0	35	1	25	10	-	0	36	17	4	5	-	0	26	3	14	1	-	0	18	115
0800 - 0815	7	6	5	-	0	18	0	27	7	-	0	34	7	17	0	-	0	24	1	6	1	-	0	8	84
Total	9	72	9	0	0	90	2	108	35	0	0	145	54	37	5	0	0	96	15	41	4	0	0	60	391
Approach %	10.00	80.00	10.00	0.00	0.00	-	1.38	74.48	24.14	0.00	0.00	-	56.25	38.54	5.21	0.00	0.00	-	25.00	68.33	6.67	0.00	0.00	-	
PHF	0.32	0.55	0.45	0.00	0.00	**0.64**	0.50	0.77	0.88	0.00	0.00	**0.84**	0.79	0.54	0.25	0.00	0.00	**0.92**	0.54	0.73	0.50	0.00	0.00	**0.83**	**0.85**

Passenger Vehicles (1-3)

Time	Northbound Rocky Fork Rd (South)						Southbound Rocky Fork Rd (North)						Eastbound Lee Rd (West)						Westbound Lee Rd (East)						
	Left 3.1	Thru 3.2	Right 3.3		U-Turn 3.4	App Total	Left 3.5	Thru 3.6	Right 3.7		U-Turn 3.8	App Total	Left 3.9	Thru 3.10	Right 3.11		U-Turn 3.12	App Total	Left 3.13	Thru 3.14	Right 3.15		U-Turn 3.16	App Total	Int Total
0715 - 0730	0	20	0	-	0	20	0	34	8	-	0	42	13	6	0	-	0	19	4	12	0	-	0	16	97
0730 - 0745	1	11	1	-	0	13	1	20	9	-	0	30	14	10	0	-	0	24	6	7	1	-	0	14	81
0745 - 0800	1	33	1	-	0	35	1	22	10	-	0	33	16	4	5	-	0	25	3	14	1	-	0	18	111
0800 - 0815	7	4	5	-	0	16	0	27	6	-	0	33	7	16	0	-	0	23	1	3	1	-	0	5	77
Total	9	68	7	0	0	84	2	103	33	0	0	138	50	36	5	0	0	91	14	36	3	0	0	53	366
Approach %	10.71	80.95	8.33	0.00	0.00	-	1.45	74.64	23.91	0.00	0.00	-	54.95	39.56	5.49	0.00	0.00	-	26.42	67.92	5.66	0.00	0.00	-	
PHF	0.32	0.52	0.35	0.00	0.00	**0.60**	0.50	0.76	0.83	0.00	0.00	**0.82**	0.78	0.56	0.25	0.00	0.00	**0.91**	0.58	0.64	0.75	0.00	0.00	**0.74**	**0.82**

Single Unit Trucks (4-7)

Time	Northbound Rocky Fork Rd (South)						Southbound Rocky Fork Rd (North)						Eastbound Lee Rd (West)						Westbound Lee Rd (East)						
	Left 3.1	Thru 3.2	Right 3.3		U-Turn 3.4	App Total	Left 3.5	Thru 3.6	Right 3.7		U-Turn 3.8	App Total	Left 3.9	Thru 3.10	Right 3.11		U-Turn 3.12	App Total	Left 3.13	Thru 3.14	Right 3.15		U-Turn 3.16	App Total	Int Total
0715 - 0730	0	1	0	-	0	1	0	1	0	-	0	1	2	0	0	-	0	2	0	0	0	-	0	0	4
0730 - 0745	0	1	1	-	0	2	0	1	0	-	0	1	0	0	0	-	0	0	1	2	1	-	0	4	7
0745 - 0800	0	0	0	-	0	0	0	1	0	-	0	1	1	0	0	-	0	1	0	0	0	-	0	0	2
0800 - 0815	0	2	0	-	0	2	0	0	1	-	0	1	0	1	0	-	0	1	0	1	0	-	0	1	5
Total	0	4	1	0	0	5	0	3	1	0	0	4	3	1	0	0	0	4	1	3	1	0	0	5	18
Approach %	0.00	80.00	20.00	0.00	0.00	-	0.00	75.00	25.00	0.00	0.00	-	75.00	25.00	0.00	0.00	0.00	-	20.00	60.00	20.00	0.00	0.00	-	
PHF	0.00	0.50	0.25	0.00	0.00	**0.63**	0.00	0.75	0.25	0.00	0.00	**1.00**	0.38	0.25	0.00	0.00	0.00	**0.50**	0.25	0.38	0.25	0.00	0.00	**0.31**	**0.64**

Combination Trucks (8-13)

Time	Northbound Rocky Fork Rd (South)						Southbound Rocky Fork Rd (North)						Eastbound Lee Rd (West)						Westbound Lee Rd (East)						
	Left 3.1	Thru 3.2	Right 3.3		U-Turn 3.4	App Total	Left 3.5	Thru 3.6	Right 3.7		U-Turn 3.8	App Total	Left 3.9	Thru 3.10	Right 3.11		U-Turn 3.12	App Total	Left 3.13	Thru 3.14	Right 3.15		U-Turn 3.16	App Total	Int Total
0715 - 0730	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0730 - 0745	0	0	1	-	0	1	0	0	1	-	0	1	1	0	0	-	0	1	0	0	0	-	0	0	3
0745 - 0800	0	0	0	-	0	0	0	2	0	-	0	2	0	0	0	-	0	0	0	0	0	-	0	0	2
0800 - 0815	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	2	0	-	0	2	2
Total	0	0	1	0	0	1	0	2	1	0	0	3	1	0	0	0	0	1	0	2	0	0	0	2	7
Approach %	0.00	0.00	100.00	0.00	0.00	-	0.00	66.67	33.33	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.25	0.00	0.00	**0.25**	0.00	0.25	0.25	0.00	0.00	**0.38**	0.25	0.00	0.00	0.00	0.00	**0.25**	0.00	0.25	0.00	0.00	0.00	**0.25**	**0.58**

Bicycles

Time	Northbound Rocky Fork Rd (South)						Southbound Rocky Fork Rd (North)						Eastbound Lee Rd (West)						Westbound Lee Rd (East)						
	Left 3.1	Thru 3.2	Right 3.3		U-Turn 3.4	App Total	Left 3.5	Thru 3.6	Right 3.7		U-Turn 3.8	App Total	Left 3.9	Thru 3.10	Right 3.11		U-Turn 3.12	App Total	Left 3.13	Thru 3.14	Right 3.15		U-Turn 3.16	App Total	Int Total
0715 - 0730	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0730 - 0745	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0745 - 0800	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0800 - 0815	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Smyrna, TN

Click here for Map

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Wednesday, June 18, 2025		
Mostly Cloudy		80°F
Period	1500 - 1800	**APPLY**
Peak Hour	1645 - 1745	**APPLY**
Global PH		**APPLY**

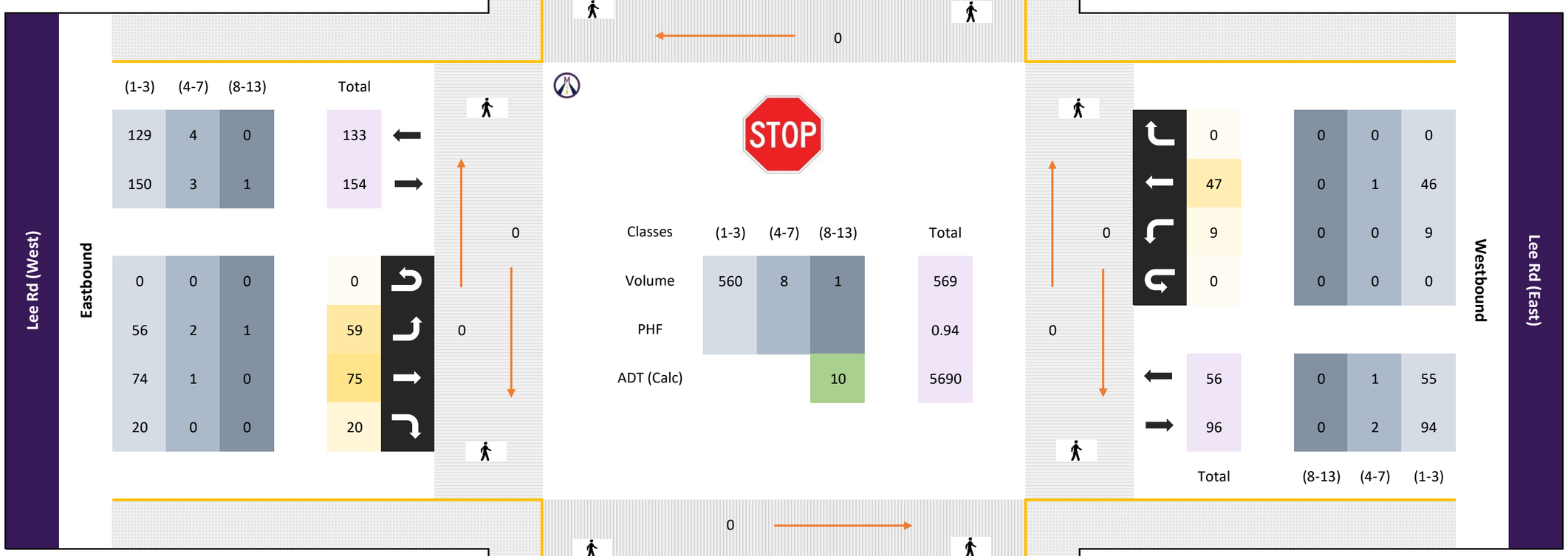
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	Rocky Fork Rd (South)						Rocky Fork Rd (North)						Lee Rd (West)						Lee Rd (East)						
Time	Left 3.1	Thru 3.2	Right 3.3		U-Turn 3.4	App Total	Left 3.5	Thru 3.6	Right 3.7		U-Turn 3.8	App Total	Left 3.9	Thru 3.10	Right 3.11		U-Turn 3.12	App Total	Left 3.13	Thru 3.14	Right 3.15		U-Turn 3.16	App Total	Int Total
1645 - 1700	1	37	6	-	0	44	3	26	14	-	0	43	19	18	6	-	0	43	2	15	0	-	0	17	147
1700 - 1715	11	32	3	-	0	46	2	22	19	-	0	43	13	22	5	-	0	40	4	9	0	-	0	13	142
1715 - 1730	6	45	2	-	0	53	2	32	17	-	0	51	14	14	3	-	0	31	2	14	0	-	0	16	151
1730 - 1745	3	28	3	-	0	34	0	30	15	-	0	45	13	21	6	-	0	40	1	9	0	-	0	10	129
Total	21	142	14	0	0	177	7	110	65	0	0	182	59	75	20	0	0	154	9	47	0	0	0	56	569
Approach %	11.86	80.23	7.91	0.00	0.00	-	3.85	60.44	35.71	0.00	0.00	-	38.31	48.70	12.99	0.00	0.00	-	16.07	83.93	0.00	0.00	0.00	-	
PHF	0.48	0.79	0.58	0.00	0.00	**0.83**	0.58	0.86	0.86	0.00	0.00	**0.89**	0.78	0.85	0.83	0.00	0.00	**0.90**	0.56	0.78	0.00	0.00	0.00	**0.82**	**0.94**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	Rocky Fork Rd (South)						Rocky Fork Rd (North)						Lee Rd (West)						Lee Rd (East)						
Time	Left 3.1	Thru 3.2	Right 3.3		U-Turn 3.4	App Total	Left 3.5	Thru 3.6	Right 3.7		U-Turn 3.8	App Total	Left 3.9	Thru 3.10	Right 3.11		U-Turn 3.12	App Total	Left 3.13	Thru 3.14	Right 3.15		U-Turn 3.16	App Total	Int Total
1645 - 1700	1	37	6	-	0	44	3	26	12	-	0	41	18	17	6	-	0	41	2	15	0	-	0	17	143
1700 - 1715	11	32	3	-	0	46	2	22	18	-	0	42	13	22	5	-	0	40	4	9	0	-	0	13	141
1715 - 1730	6	45	2	-	0	53	1	32	17	-	0	50	13	14	3	-	0	30	2	13	0	-	0	15	148
1730 - 1745	3	28	3	-	0	34	0	30	15	-	0	45	12	21	6	-	0	39	1	9	0	-	0	10	128
Total	21	142	14	0	0	177	6	110	62	0	0	178	56	74	20	0	0	150	9	46	0	0	0	55	560
Approach %	11.86	80.23	7.91	0.00	0.00	-	3.37	61.80	34.83	0.00	0.00	-	37.33	49.33	13.33	0.00	0.00	-	16.36	83.64	0.00	0.00	0.00	-	
PHF	0.48	0.79	0.58	0.00	0.00	**0.83**	0.50	0.86	0.86	0.00	0.00	**0.89**	0.78	0.84	0.83	0.00	0.00	**0.91**	0.56	0.77	0.00	0.00	0.00	**0.81**	**0.95**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	Rocky Fork Rd (South)						Rocky Fork Rd (North)						Lee Rd (West)						Lee Rd (East)						
Time	Left 3.1	Thru 3.2	Right 3.3		U-Turn 3.4	App Total	Left 3.5	Thru 3.6	Right 3.7		U-Turn 3.8	App Total	Left 3.9	Thru 3.10	Right 3.11		U-Turn 3.12	App Total	Left 3.13	Thru 3.14	Right 3.15		U-Turn 3.16	App Total	Int Total
1645 - 1700	0	0	0	-	0	0	0	0	2	-	0	2	1	1	0	-	0	2	0	0	0	-	0	0	4
1700 - 1715	0	0	0	-	0	0	0	0	1	-	0	1	0	0	0	-	0	0	0	0	0	-	0	0	1
1715 - 1730	0	0	0	-	0	0	1	0	0	-	0	1	0	0	0	-	0	0	0	1	0	-	0	1	2
1730 - 1745	0	0	0	-	0	0	0	0	0	-	0	0	1	0	0	-	0	1	0	0	0	-	0	0	1
Total	0	0	0	0	0	0	1	0	3	0	0	4	2	1	0	0	0	3	0	1	0	0	0	1	8
Approach %	0.00	0.00	0.00	0.00	0.00	-	25.00	0.00	75.00	0.00	0.00	-	66.67	33.33	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.25	0.00	0.38	0.00	0.00	**0.50**	0.50	0.25	0.00	0.00	0.00	**0.38**	0.00	0.25	0.00	0.00	0.00	**0.25**	**0.50**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	Rocky Fork Rd (South)						Rocky Fork Rd (North)						Lee Rd (West)						Lee Rd (East)						
Time	Left 3.1	Thru 3.2	Right 3.3		U-Turn 3.4	App Total	Left 3.5	Thru 3.6	Right 3.7		U-Turn 3.8	App Total	Left 3.9	Thru 3.10	Right 3.11		U-Turn 3.12	App Total	Left 3.13	Thru 3.14	Right 3.15		U-Turn 3.16	App Total	Int Total
1645 - 1700	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1700 - 1715	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1715 - 1730	0	0	0	-	0	0	0	0	0	-	0	0	1	0	0	-	0	1	0	0	0	-	0	0	1
1730 - 1745	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	1
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.25	0.00	0.00	0.00	0.00	**0.25**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.25**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	Rocky Fork Rd (South)						Rocky Fork Rd (North)						Lee Rd (West)						Lee Rd (East)						
Time	Left 3.1	Thru 3.2	Right 3.3		U-Turn 3.4	App Total	Left 3.5	Thru 3.6	Right 3.7		U-Turn 3.8	App Total	Left 3.9	Thru 3.10	Right 3.11		U-Turn 3.12	App Total	Left 3.13	Thru 3.14	Right 3.15		U-Turn 3.16	App Total	Int Total
1645 - 1700	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1700 - 1715	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1715 - 1730	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1730 - 1745	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

APPENDIX D
TRIP GENERATION CALCULATIONS

Middle School/Junior High School
(522)

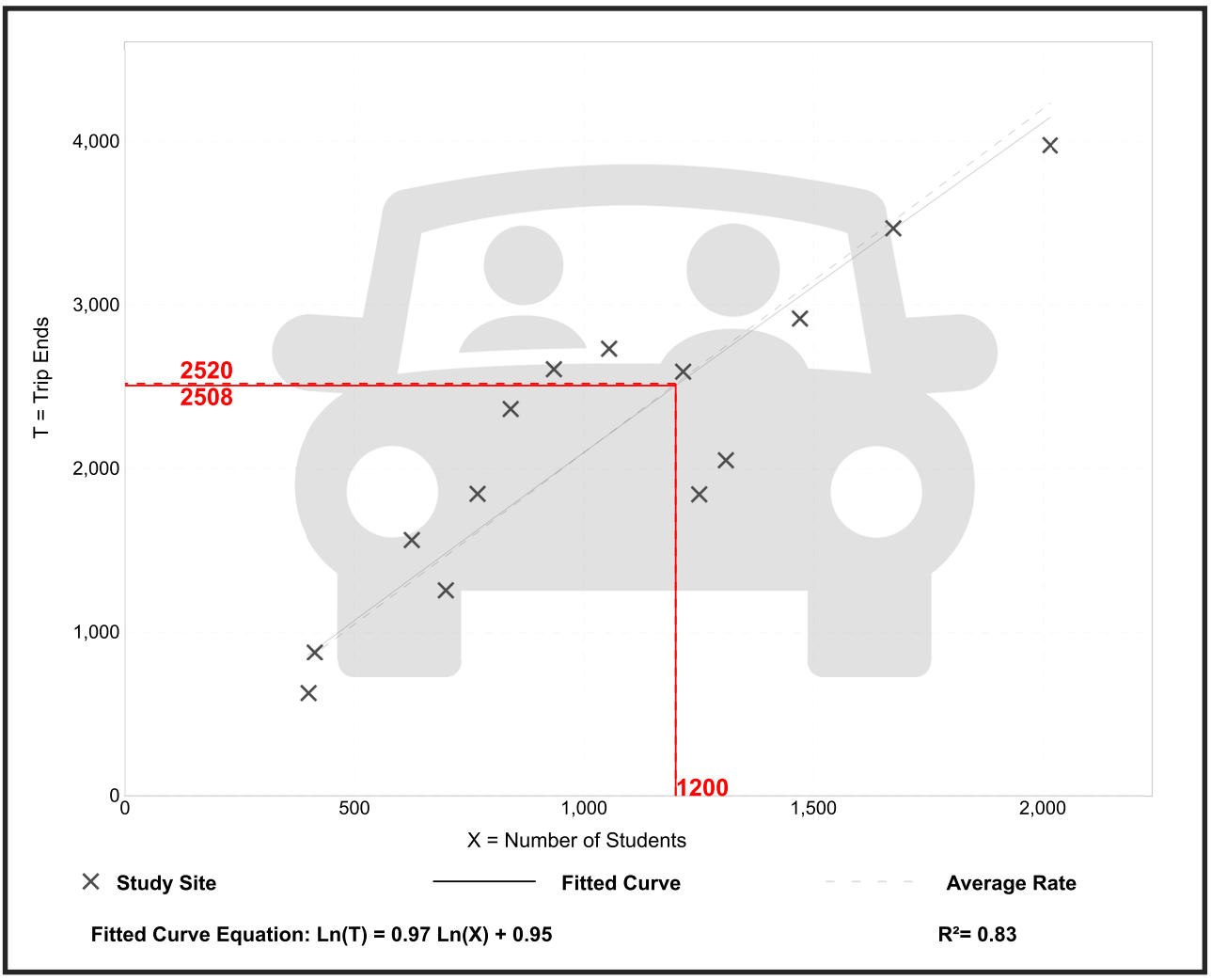
Vehicle Trip Ends vs: **Students**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 14
Avg. Num. of Students: 1048
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
2.10	1.48 - 2.81	0.42

Data Plot and Equation



Middle School/Junior High School
(522)

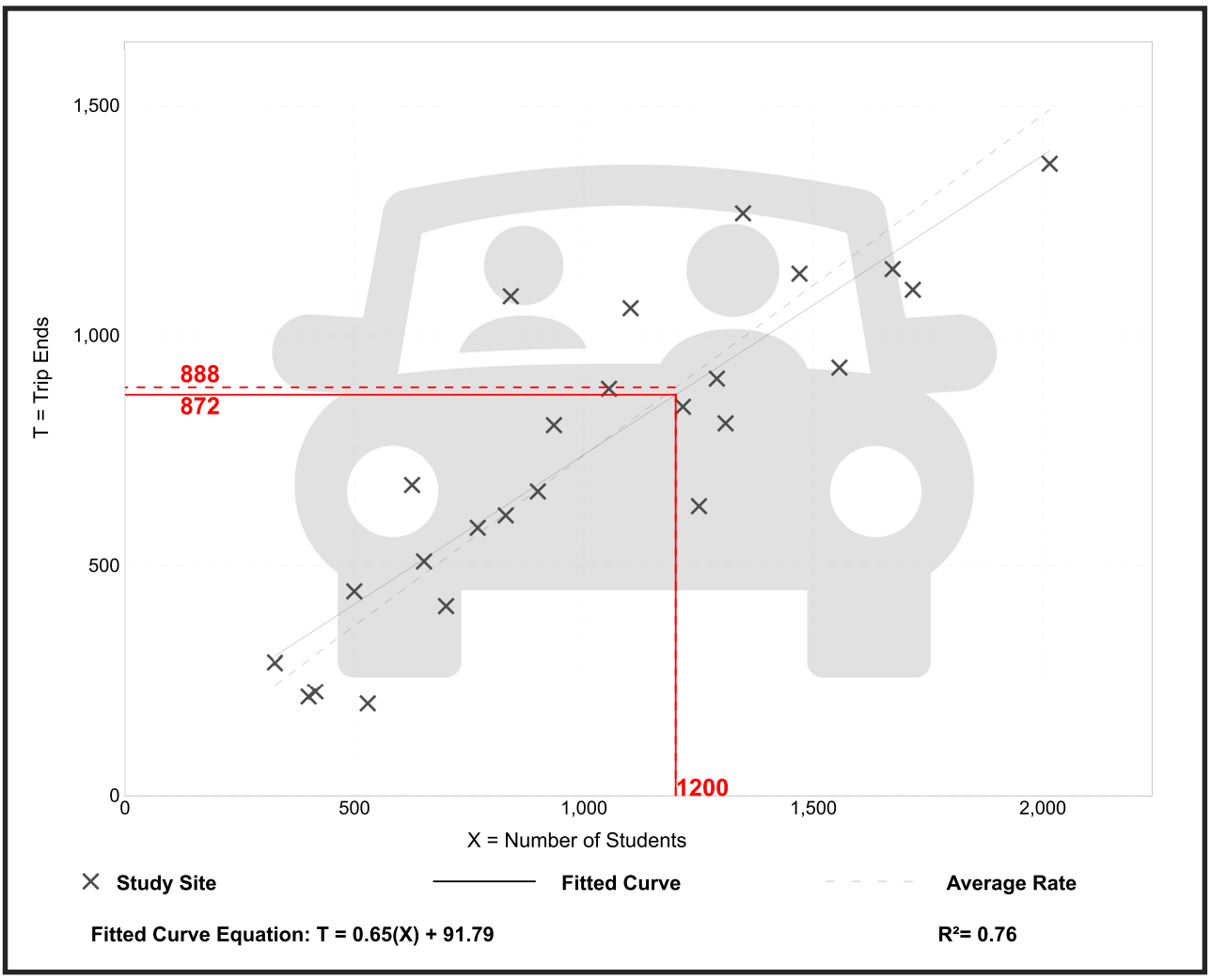
Vehicle Trip Ends vs: **Students**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 25
Avg. Num. of Students: 1017
Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.74	0.38 - 1.29	0.18

Data Plot and Equation



Middle School/Junior High School
(522)

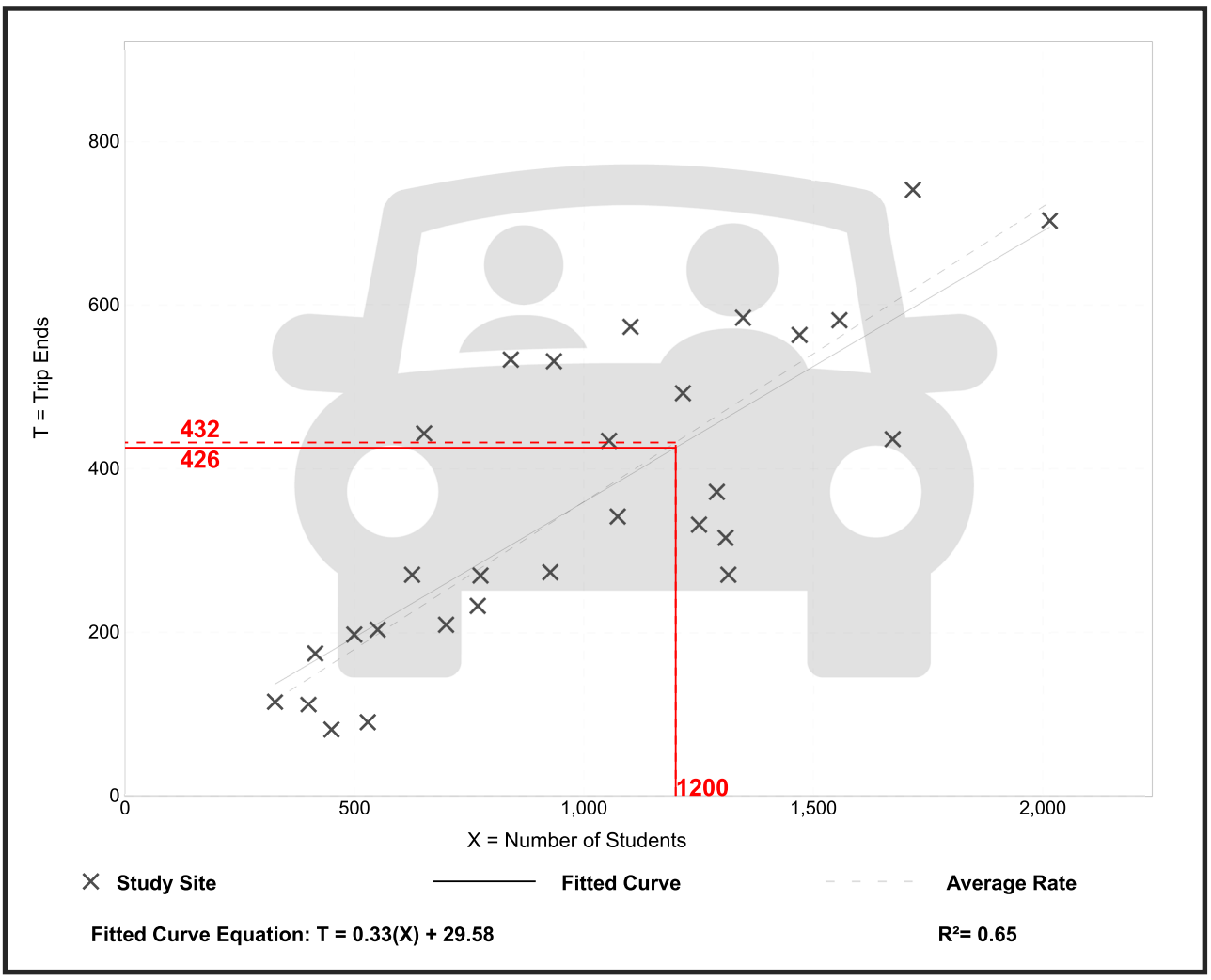
Vehicle Trip Ends vs: **Students**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 29
Avg. Num. of Students: 993
Directional Distribution: 46% entering, 54% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.36	0.17 - 0.68	0.11

Data Plot and Equation



High School
(525)

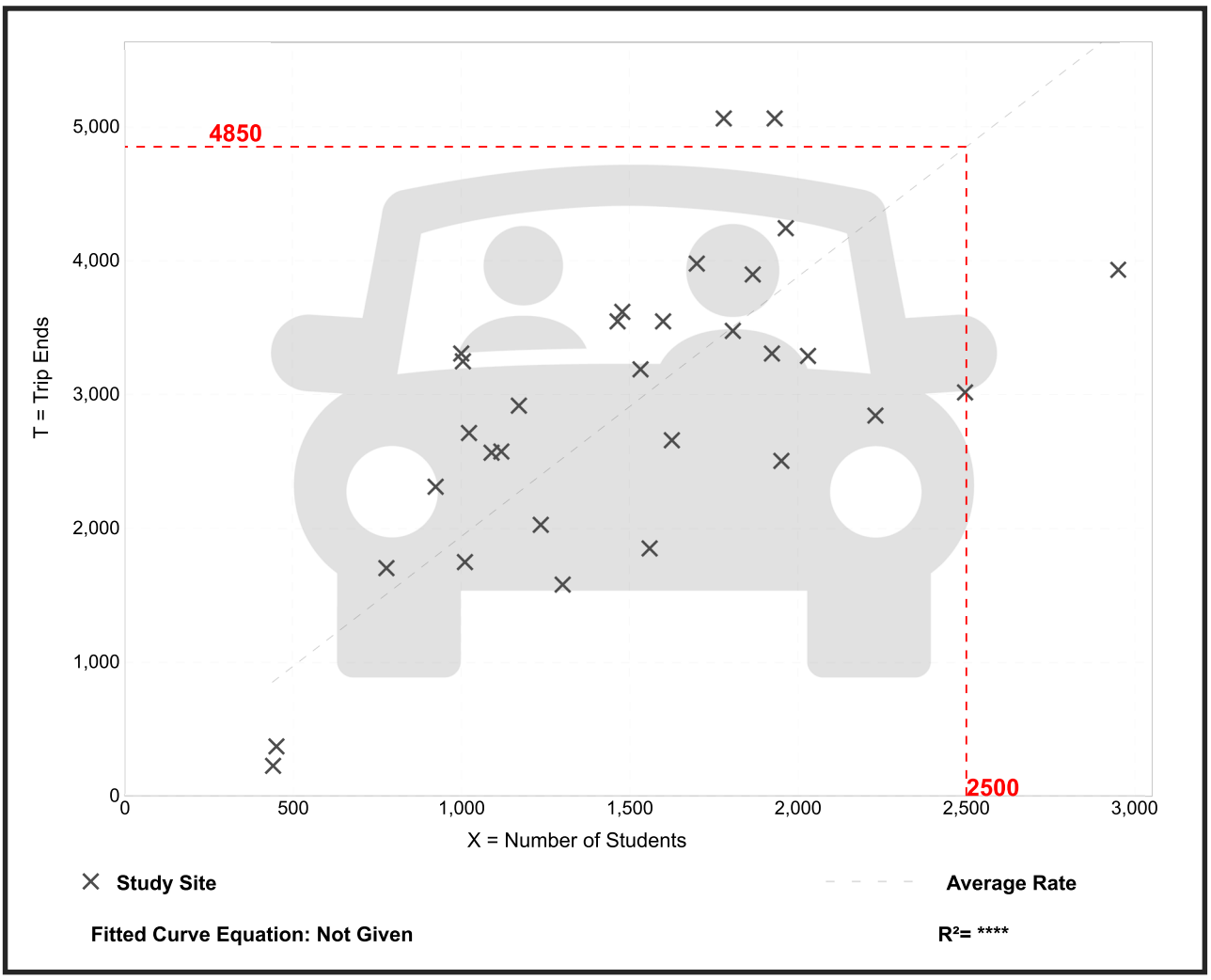
Vehicle Trip Ends vs: **Students**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 31
Avg. Num. of Students: 1498
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
1.94	0.51 - 3.30	0.61

Data Plot and Equation



High School
(525)

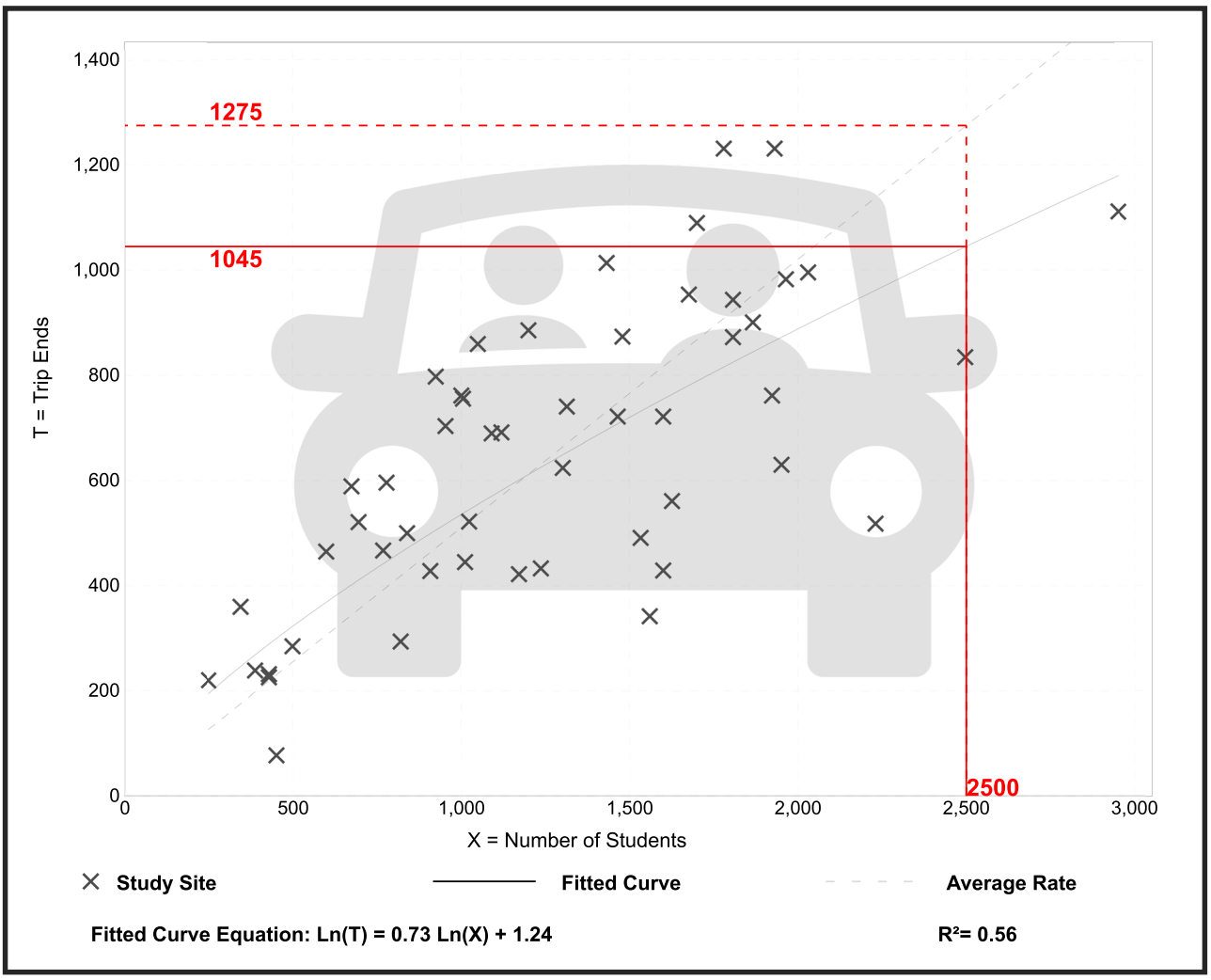
Vehicle Trip Ends vs: **Students**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 51
Avg. Num. of Students: 1269
Directional Distribution: 68% entering, 32% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.51	0.17 - 1.04	0.17

Data Plot and Equation



High School
(525)

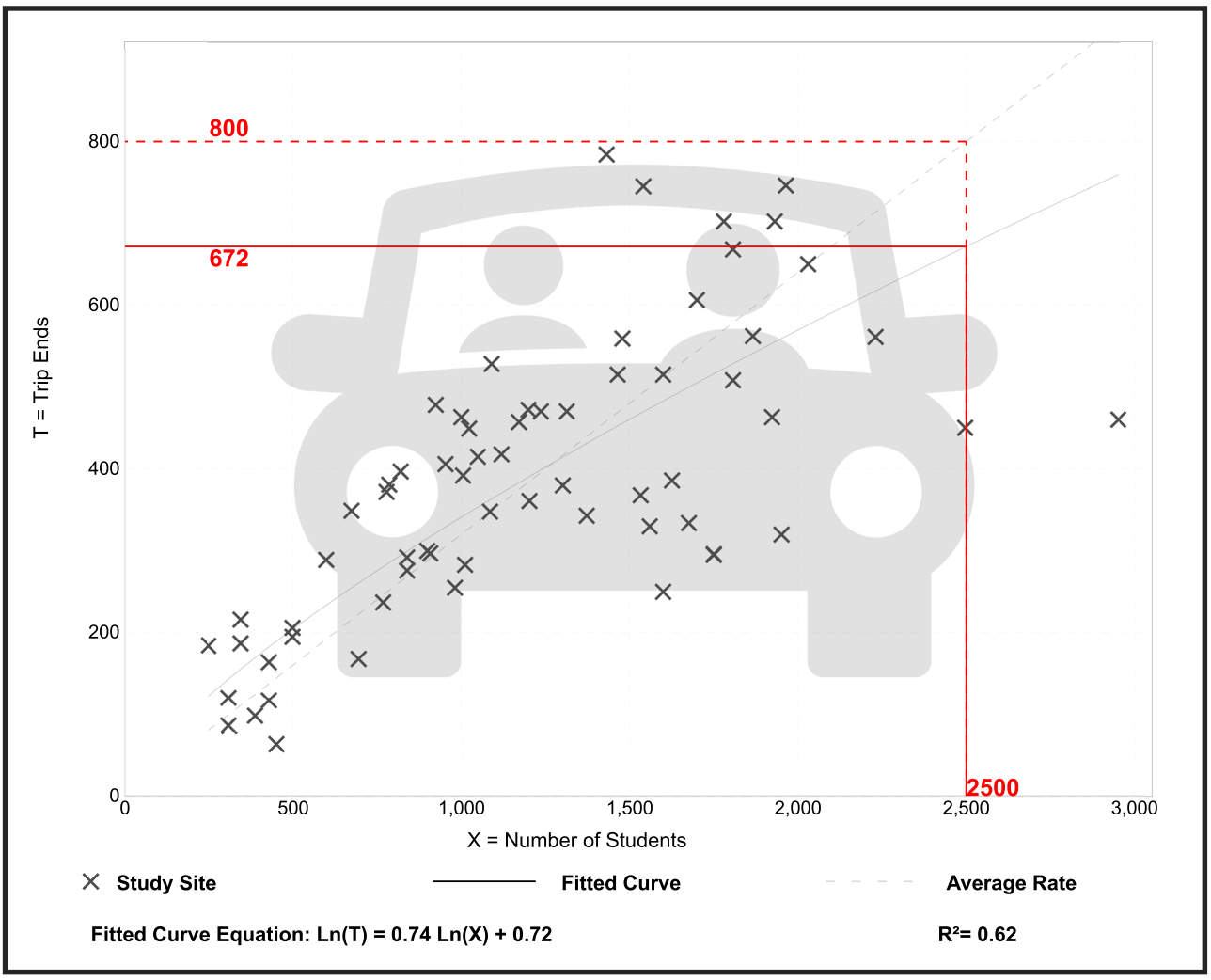
Vehicle Trip Ends vs: **Students**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 65
Avg. Num. of Students: 1206
Directional Distribution: 32% entering, 68% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.32	0.14 - 0.74	0.11

Data Plot and Equation



APPENDIX E
TRAFFIC CALCULATION WORKSHEETS

Traffic Volume Calculations
#1 Lee Road and Cooks Lane

AM Peak Hour

Condition	Eastbound --			Westbound Lee Road			Northbound Cooks Lane			Southbound Cooks Lane		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 Existing Traffic Volumes	0	0	0	38	0	21	0	123	11	8	70	0
2025 Background Growth												
Growth Rate (9% Annual for 3 Years)	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27
Background Growth Volumes	0	0	0	10	0	6	0	33	3	2	19	0
2028 Background Traffic Volumes	0	0	0	48	0	27	0	156	14	10	89	0
New Site Traffic												
Directional Distribution												
Enter									10%	5%		
Exit				10%		5%						
Traffic Assignment												
Enter 1191	0	0	0	0	0	0	0	0	119	60	0	0
Exit 726	0	0	0	73	0	36	0	0	0	0	0	0
Total Assignment	0	0	0	73	0	36	0	0	119	60	0	0
2028 Total Projected Traffic Volumes	0	0	0	121	0	63	0	156	133	70	89	0

PM Peak Hour

Condition	Eastbound --			Westbound Lee Road			Northbound Cooks Lane			Southbound Cooks Lane		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 Existing Traffic Volumes	0	0	0	20	0	6	0	100	21	14	103	0
2025 Background Growth												
Growth Rate (9% Annual for 3 Years)	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27
Background Growth Volumes	0	0	0	5	0	2	0	27	6	4	28	0
2028 Background Traffic Volumes	0	0	0	25	0	8	0	127	27	18	131	0
New Site Traffic												
Directional Distribution												
Enter	0%	0%	0%	0%	0%	0%	0%	0%	10%	5%	0%	0%
Exit	0%	0%	0%	10%	0%	5%	0%	0%	0%	0%	0%	0%
Traffic Assignment												
Enter 411	0	0	0	0	0	0	0	0	41	21	0	0
Exit 687	0	0	0	69	0	34	0	0	0	0	0	0
Total Assignment	0	0	0	69	0	34	0	0	41	21	0	0
2028 Total Projected Traffic Volumes	0	0	0	94	0	42	0	127	68	39	131	0

**Adjusted for rounding errors.*

Traffic Volume Calculations
#2 Lee Road & Montgomery Way

AM Peak Hour

Condition	Eastbound Lee Road			Westbound Lee Road			Northbound --			Southbound Montgomery Way		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 Existing Traffic Volumes	3	23			39	34				46		15
2025 Background Growth												
Growth Rate (9% Annual for 3 Years)	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27
Background Growth Volumes	1	6	0	0	11	9	0	0	0	12	0	4
2028 Background Traffic Volumes	4	29	0	0	50	43	0	0	0	58	0	19
New Site Traffic												
Directional Distribution												
Enter		15%								10%		
Exit					15%	10%						
Traffic Assignment												
Enter 1191	0	179	0	0	0	0	0	0	0	119	0	0
Exit 726	0	0	0	0	109	72	0	0	0	0	0	0
Total Assignment	0	179	0	0	109	72	0	0	0	119	0	0
2028 Total Projected Traffic Volumes	4	208	0	0	159	115	0	0	0	177	0	19

PM Peak Hour

Condition	Eastbound Lee Road			Westbound Lee Road			Northbound --			Southbound Montgomery Way		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 Existing Traffic Volumes	13	26			31	48				45		9
2025 Background Growth												
Growth Rate (9% Annual for 3 Years)	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27
Background Growth Volumes	4	7	0	0	8	13	0	0	0	12	0	2
2028 Background Traffic Volumes	17	33	0	0	39	61	0	0	0	57	0	11
New Site Traffic												
Directional Distribution												
Enter	0%	15%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%
Exit	0%	0%	0%	0%	15%	10%	0%	0%	0%	0%	0%	0%
Traffic Assignment												
Enter 411	0	62	0	0	0	0	0	0	0	41	0	0
Exit 687	0	0	0	0	103	69	0	0	0	0	0	0
Total Assignment	0	62	0	0	103	69	0	0	0	41	0	0
2028 Total Projected Traffic Volumes	17	95	0	0	142	130	0	0	0	98	0	11

**Adjusted for rounding errors.*

Traffic Volume Calculations
#3 Lee Road & Rocky Fork Road

AM Peak Hour

Condition	Eastbound Lee Road			Westbound Lee Road			Northbound Rocky Fork Road			Southbound Rocky Fork Road		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 Existing Traffic Volumes	43	39	13	6	37	3	14	64	6	1	90	30
2025 Background Growth												
Growth Rate (9% Annual for 3 Years)	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27
Background Growth Volumes	12	11	4	2	10	1	4	17	2	0	24	8
2028 Background Traffic Volumes	55	50	17	8	47	4	18	81	8	1	114	38
New Site Traffic												
Directional Distribution												
Enter					25%		25%					25%
Exit	25%	25%	25%									
Traffic Assignment												
Enter 1191	0	0	0	0	297	0	298	0	0	0	0	298
Exit 726	182	181	182	0	0	0	0	0	0	0	0	0
Total Assignment	182	181	182	0	297	0	298	0	0	0	0	298
2028 Total Projected Traffic Volumes	237	231	199	8	344	4	316	81	8	1	114	336

PM Peak Hour

Condition	Eastbound Lee Road			Westbound Lee Road			Northbound Rocky Fork Road			Southbound Rocky Fork Road		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 Existing Traffic Volumes	51	40	5	3	47	1	12	77	8	1	77	37
2025 Background Growth												
Growth Rate (9% Annual for 3 Years)	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27
Background Growth Volumes	14	11	1	1	13	0	3	21	2	0	21	10
2028 Background Traffic Volumes	65	51	6	4	60	1	15	98	10	1	98	47
New Site Traffic												
Directional Distribution												
Enter	0%	0%	0%	0%	25%	0%	25%	0%	0%	0%	0%	25%
Exit	25%	25%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Traffic Assignment												
Enter 411	0	0	0	0	102	0	103	0	0	0	0	103
Exit 687	172	171	172	0	0	0	0	0	0	0	0	0
Total Assignment	172	171	172	0	102	0	103	0	0	0	0	103
2028 Total Projected Traffic Volumes	237	222	178	4	162	1	118	98	10	1	98	150

**Adjusted for rounding errors.*

Traffic Volume Calculations
#4 Lee Road & Site Access

AM Peak Hour

Condition	Eastbound Lee Road			Westbound Lee Road			Northbound Site Access			Southbound --		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 Existing Traffic Volumes		69			73							
2025 Background Growth												
Growth Rate (9% Annual for 3 Years)	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27
Background Growth Volumes	0	19	0	0	20	0	0	0	0	0	0	0
2028 Background Traffic Volumes	0	88	0	0	93	0	0	0	0	0	0	0
New Site Traffic												
Directional Distribution												
Enter			25%	75%								
Exit							25%		75%			
Traffic Assignment												
Enter 1191	0	0	298	893	0	0	0	0	0	0	0	0
Exit 726	0	0	0	0	0	0	181	0	545	0	0	0
Total Assignment	0	0	298	893	0	0	181	0	545	0	0	0
2028 Total Projected Traffic Volumes	0	88	298	893	93	0	181	0	545	0	0	0

PM Peak Hour

Condition	Eastbound Lee Road			Westbound Lee Road			Northbound Site Access			Southbound --		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 Existing Traffic Volumes		71			79							
2025 Background Growth												
Growth Rate (9% Annual for 3 Years)	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27	0.27
Background Growth Volumes	0	19	0	0	21	0	0	0	0	0	0	0
2028 Background Traffic Volumes	0	90	0	0	100	0	0	0	0	0	0	0
New Site Traffic												
Directional Distribution												
Enter	0%	0%	25%	75%	0%	0%	0%	0%	0%	0%	0%	0%
Exit	0%	0%	0%	0%	0%	0%	25%	0%	75%	0%	0%	0%
Traffic Assignment												
Enter 411	0	0	103	308	0	0	0	0	0	0	0	0
Exit 687	0	0	0	0	0	0	172	0	515	0	0	0
Total Assignment	0	0	103	308	0	0	172	0	515	0	0	0
2028 Total Projected Traffic Volumes	0	90	103	308	100	0	172	0	515	0	0	0

**Adjusted for rounding errors.*

APPENDIX F
CAPACITY ANALYSIS

2025 EXISTING CONDITIONS

Intersection	
Int Delay, s/veh	2.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	38	21	123	11	8	70
Future Vol, veh/h	38	21	123	11	8	70
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	41	23	134	12	9	76

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	233	140	0	0	146	0
Stage 1	140	-	-	-	-	-
Stage 2	93	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	755	908	-	-	1436	-
Stage 1	887	-	-	-	-	-
Stage 2	930	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	750	908	-	-	1436	-
Mov Cap-2 Maneuver	750	-	-	-	-	-
Stage 1	887	-	-	-	-	-
Stage 2	924	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	9.89	0	0.77
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	800	185	-
HCM Lane V/C Ratio	-	-	0.08	0.006	-
HCM Control Delay (s/veh)	-	-	9.9	7.5	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0	-

Intersection	
Int Delay, s/veh	3.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	23	39	34	46	15
Future Vol, veh/h	3	23	39	34	46	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	25	42	37	50	16

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	79	0	-	0	92	61
Stage 1	-	-	-	-	61	-
Stage 2	-	-	-	-	32	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1519	-	-	-	908	1004
Stage 1	-	-	-	-	962	-
Stage 2	-	-	-	-	991	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1519	-	-	-	906	1004
Mov Cap-2 Maneuver	-	-	-	-	906	-
Stage 1	-	-	-	-	960	-
Stage 2	-	-	-	-	991	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.85	0	9.18
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	208	-	-	-	928
HCM Lane V/C Ratio	0.002	-	-	-	0.071
HCM Control Delay (s/veh)	7.4	0	-	-	9.2
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2

Intersection	
Intersection Delay, s/veh	8
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	43	39	13	6	37	3	14	64	6	1	90	30
Future Vol, veh/h	43	39	13	6	37	3	14	64	6	1	90	30
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	47	42	14	7	40	3	15	70	7	1	98	33
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	8.2	7.9	8	8
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	17%	45%	13%	1%
Vol Thru, %	76%	41%	80%	74%
Vol Right, %	7%	14%	7%	25%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	84	95	46	121
LT Vol	14	43	6	1
Through Vol	64	39	37	90
RT Vol	6	13	3	30
Lane Flow Rate	91	103	50	132
Geometry Grp	1	1	1	1
Degree of Util (X)	0.112	0.129	0.063	0.155
Departure Headway (Hd)	4.423	4.5	4.54	4.246
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	813	799	790	847
Service Time	2.439	2.515	2.557	2.261
HCM Lane V/C Ratio	0.112	0.129	0.063	0.156
HCM Control Delay, s/veh	8	8.2	7.9	8
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.4	0.4	0.2	0.5

Intersection	
Int Delay, s/veh	1.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	20	6	100	21	14	103
Future Vol, veh/h	20	6	100	21	14	103
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	22	7	109	23	15	112

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	263	120	0	0	132	0
Stage 1	120	-	-	-	-	-
Stage 2	142	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	726	931	-	-	1454	-
Stage 1	905	-	-	-	-	-
Stage 2	885	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	718	931	-	-	1454	-
Mov Cap-2 Maneuver	718	-	-	-	-	-
Stage 1	905	-	-	-	-	-
Stage 2	875	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	9.93	0	0.9
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	758	215	-
HCM Lane V/C Ratio	-	-	0.037	0.01	-
HCM Control Delay (s/veh)	-	-	9.9	7.5	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0	-

Intersection	
Int Delay, s/veh	3.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	13	26	31	48	45	9
Future Vol, veh/h	13	26	31	48	45	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	28	34	52	49	10

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	86	0	-	0	116	60
Stage 1	-	-	-	-	60	-
Stage 2	-	-	-	-	57	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1510	-	-	-	880	1006
Stage 1	-	-	-	-	963	-
Stage 2	-	-	-	-	966	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1510	-	-	-	871	1006
Mov Cap-2 Maneuver	-	-	-	-	871	-
Stage 1	-	-	-	-	954	-
Stage 2	-	-	-	-	966	-

Approach	EB	WB	SB
HCM Control Delay, s/v	2.47	0	9.32
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	600	-	-	-	891
HCM Lane V/C Ratio	0.009	-	-	-	0.066
HCM Control Delay (s/veh)	7.4	0	-	-	9.3
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2

Intersection	
Intersection Delay, s/veh	8.1
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	51	40	5	3	47	1	12	77	8	1	77	37
Future Vol, veh/h	51	40	5	3	47	1	12	77	8	1	77	37
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	55	43	5	3	51	1	13	84	9	1	84	40
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	8.3	7.9	8.1	8
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	12%	53%	6%	1%
Vol Thru, %	79%	42%	92%	67%
Vol Right, %	8%	5%	2%	32%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	97	96	51	115
LT Vol	12	51	3	1
Through Vol	77	40	47	77
RT Vol	8	5	1	37
Lane Flow Rate	105	104	55	125
Geometry Grp	1	1	1	1
Degree of Util (X)	0.129	0.133	0.07	0.147
Departure Headway (Hd)	4.421	4.586	4.57	4.238
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	813	784	785	849
Service Time	2.437	2.605	2.591	2.253
HCM Lane V/C Ratio	0.129	0.133	0.07	0.147
HCM Control Delay, s/veh	8.1	8.3	7.9	8
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.4	0.5	0.2	0.5

2028 BACKGROUND CONDITIONS

Intersection	
Int Delay, s/veh	2.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	48	27	156	14	10	89
Future Vol, veh/h	48	27	156	14	10	89
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	52	29	170	15	11	97

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	296	177	0	0	185	0
Stage 1	177	-	-	-	-	-
Stage 2	118	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	695	866	-	-	1390	-
Stage 1	854	-	-	-	-	-
Stage 2	907	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	690	866	-	-	1390	-
Mov Cap-2 Maneuver	690	-	-	-	-	-
Stage 1	854	-	-	-	-	-
Stage 2	899	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	10.43	0	0.77
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	744	182	-
HCM Lane V/C Ratio	-	-	0.11	0.008	-
HCM Control Delay (s/veh)	-	-	10.4	7.6	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0	-

Intersection	
Int Delay, s/veh	3.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	4	29	50	43	58	19
Future Vol, veh/h	4	29	50	43	58	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	32	54	47	63	21

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	101	0	-	0	118	78
Stage 1	-	-	-	-	78	-
Stage 2	-	-	-	-	40	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1491	-	-	-	878	983
Stage 1	-	-	-	-	945	-
Stage 2	-	-	-	-	982	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1491	-	-	-	875	983
Mov Cap-2 Maneuver	-	-	-	-	875	-
Stage 1	-	-	-	-	943	-
Stage 2	-	-	-	-	982	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.9	0	9.41
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	218	-	-	-	900
HCM Lane V/C Ratio	0.003	-	-	-	0.093
HCM Control Delay (s/veh)	7.4	0	-	-	9.4
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Intersection	
Intersection Delay, s/veh	8.5
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	55	50	17	8	47	4	18	81	8	1	114	38
Future Vol, veh/h	55	50	17	8	47	4	18	81	8	1	114	38
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	60	54	18	9	51	4	20	88	9	1	124	41
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	8.7	8.2	8.4	8.5
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	17%	45%	14%	1%
Vol Thru, %	76%	41%	80%	75%
Vol Right, %	7%	14%	7%	25%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	107	122	59	153
LT Vol	18	55	8	1
Through Vol	81	50	47	114
RT Vol	8	17	4	38
Lane Flow Rate	116	133	64	166
Geometry Grp	1	1	1	1
Degree of Util (X)	0.148	0.172	0.084	0.203
Departure Headway (Hd)	4.58	4.663	4.728	4.392
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	783	769	757	817
Service Time	2.609	2.693	2.762	2.419
HCM Lane V/C Ratio	0.148	0.173	0.085	0.203
HCM Control Delay, s/veh	8.4	8.7	8.2	8.5
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.5	0.6	0.3	0.8

Intersection	
Int Delay, s/veh	1.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	25	8	127	27	18	131
Future Vol, veh/h	25	8	127	27	18	131
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	27	9	138	29	20	142

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	334	153	0	0	167	0
Stage 1	153	-	-	-	-	-
Stage 2	182	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	661	893	-	-	1410	-
Stage 1	875	-	-	-	-	-
Stage 2	850	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	651	893	-	-	1410	-
Mov Cap-2 Maneuver	651	-	-	-	-	-
Stage 1	875	-	-	-	-	-
Stage 2	837	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	10.45	0	0.92
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	697	217	-
HCM Lane V/C Ratio	-	-	0.051	0.014	-
HCM Control Delay (s/veh)	-	-	10.4	7.6	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.2	0	-

Intersection	
Int Delay, s/veh	3.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	17	33	39	61	57	11
Future Vol, veh/h	17	33	39	61	57	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	36	42	66	62	12

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	109	0	-	0	148	76
Stage 1	-	-	-	-	76	-
Stage 2	-	-	-	-	73	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1482	-	-	-	844	986
Stage 1	-	-	-	-	947	-
Stage 2	-	-	-	-	950	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1482	-	-	-	833	986
Mov Cap-2 Maneuver	-	-	-	-	833	-
Stage 1	-	-	-	-	935	-
Stage 2	-	-	-	-	950	-

Approach	EB	WB	SB
HCM Control Delay, s/v	2.54	0	9.61
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	612	-	-	-	854
HCM Lane V/C Ratio	0.012	-	-	-	0.087
HCM Control Delay (s/veh)	7.5	0	-	-	9.6
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Intersection	
Intersection Delay, s/veh	8.6
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	65	51	6	4	60	1	15	98	10	1	98	47
Future Vol, veh/h	65	51	6	4	60	1	15	98	10	1	98	47
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	71	55	7	4	65	1	16	107	11	1	107	51
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	8.8	8.3	8.6	8.5
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	12%	53%	6%	1%
Vol Thru, %	80%	42%	92%	67%
Vol Right, %	8%	5%	2%	32%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	123	122	65	146
LT Vol	15	65	4	1
Through Vol	98	51	60	98
RT Vol	10	6	1	47
Lane Flow Rate	134	133	71	159
Geometry Grp	1	1	1	1
Degree of Util (X)	0.17	0.175	0.094	0.194
Departure Headway (Hd)	4.58	4.763	4.769	4.391
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	782	752	750	817
Service Time	2.613	2.799	2.807	2.421
HCM Lane V/C Ratio	0.171	0.177	0.095	0.195
HCM Control Delay, s/veh	8.6	8.8	8.3	8.5
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.6	0.6	0.3	0.7

2028 PROJECTED CONDITIONS WITHOUT IMPROVEMENTS

Intersection	
Int Delay, s/veh	5.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	121	63	156	133	70	89
Future Vol, veh/h	121	63	156	133	70	89
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	132	68	170	145	76	97

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	491	242	0	0	314	0
Stage 1	242	-	-	-	-	-
Stage 2	249	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	537	797	-	-	1246	-
Stage 1	798	-	-	-	-	-
Stage 2	793	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	502	797	-	-	1246	-
Mov Cap-2 Maneuver	502	-	-	-	-	-
Stage 1	798	-	-	-	-	-
Stage 2	741	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	14.56	0	3.56
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	575	792	-
HCM Lane V/C Ratio	-	-	0.348	0.061	-
HCM Control Delay (s/veh)	-	-	14.6	8.1	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	1.5	0.2	-

Intersection	
Int Delay, s/veh	4.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	4	208	159	115	177	19
Future Vol, veh/h	4	208	159	115	177	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	226	173	125	192	21

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	298	0	-	0	470	235
Stage 1	-	-	-	-	235	-
Stage 2	-	-	-	-	235	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1263	-	-	-	552	804
Stage 1	-	-	-	-	804	-
Stage 2	-	-	-	-	804	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1263	-	-	-	550	804
Mov Cap-2 Maneuver	-	-	-	-	550	-
Stage 1	-	-	-	-	801	-
Stage 2	-	-	-	-	804	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.15	0	15.12
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	34	-	-	-	567
HCM Lane V/C Ratio	0.003	-	-	-	0.376
HCM Control Delay (s/veh)	7.9	0	-	-	15.1
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	1.7

Intersection	
Intersection Delay, s/veh	254.9
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	237	231	199	8	344	4	316	81	8	1	114	336
Future Vol, veh/h	237	231	199	8	344	4	316	81	8	1	114	336
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	258	251	216	9	374	4	343	88	9	1	124	365
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	449	106.3	156.3	173.8
HCM LOS	F	F	F	F

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	78%	36%	2%	0%
Vol Thru, %	20%	35%	97%	25%
Vol Right, %	2%	30%	1%	75%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	405	667	356	451
LT Vol	316	237	8	1
Through Vol	81	231	344	114
RT Vol	8	199	4	336
Lane Flow Rate	440	725	387	490
Geometry Grp	1	1	1	1
Degree of Util (X)	1.195	1.918	1.035	1.251
Departure Headway (Hd)	13.534	11.03	14.08	12.681
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	273	341	263	289
Service Time	11.534	9.03	12.08	10.681
HCM Lane V/C Ratio	1.612	2.126	1.471	1.696
HCM Control Delay, s/veh	156.3	449	106.3	173.8
HCM Lane LOS	F	F	F	F
HCM 95th-tile Q	14.6	42.9	10.5	16.8

Intersection	
Int Delay, s/veh	1966.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	88	298	893	93	181	545
Future Vol, veh/h	88	298	893	93	181	545
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	96	324	971	101	197	592

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	420	0	2300	258
Stage 1	-	-	-	-	258	-
Stage 2	-	-	-	-	2042	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1140	-	~ 43	781
Stage 1	-	-	-	-	785	-
Stage 2	-	-	-	-	~ 109	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1140	-	~ 4	781
Mov Cap-2 Maneuver	-	-	-	-	~ 4	-
Stage 1	-	-	-	-	785	-
Stage 2	-	-	-	-	~ 11	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	20.84	$ 5653.66
HCM LOS			F

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	4	781	-	-	1076	-
HCM Lane V/C Ratio	47.411	0.758	-	-	0.852	-
HCM Control Delay (s/veh)	$ 22609.2	22.5	-	-	23	0
HCM Lane LOS	F	C	-	-	C	A
HCM 95th %tile Q(veh)	26.8	7.2	-	-	11.2	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	3.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	94	42	127	68	39	131
Future Vol, veh/h	94	42	127	68	39	131
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	102	46	138	74	42	142

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	402	175	0	0	212	0
Stage 1	175	-	-	-	-	-
Stage 2	227	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	604	868	-	-	1358	-
Stage 1	855	-	-	-	-	-
Stage 2	811	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	584	868	-	-	1358	-
Mov Cap-2 Maneuver	584	-	-	-	-	-
Stage 1	855	-	-	-	-	-
Stage 2	783	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	12.17	0	1.77
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	649	413	-
HCM Lane V/C Ratio	-	-	0.228	0.031	-
HCM Control Delay (s/veh)	-	-	12.2	7.7	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.9	0.1	-

Intersection	
Int Delay, s/veh	2.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	17	95	142	130	98	11
Future Vol, veh/h	17	95	142	130	98	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	103	154	141	107	12

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	296	0	-	0	365	225
Stage 1	-	-	-	-	225	-
Stage 2	-	-	-	-	140	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1266	-	-	-	634	814
Stage 1	-	-	-	-	812	-
Stage 2	-	-	-	-	887	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1266	-	-	-	625	814
Mov Cap-2 Maneuver	-	-	-	-	625	-
Stage 1	-	-	-	-	800	-
Stage 2	-	-	-	-	887	-

Approach	EB	WB	SB
HCM Control Delay, s/v	1.2	0	11.9
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	273	-	-	-	640
HCM Lane V/C Ratio	0.015	-	-	-	0.185
HCM Control Delay (s/veh)	7.9	0	-	-	11.9
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.7

Intersection	
Intersection Delay, s/veh	64.2
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	237	222	178	4	162	1	118	98	10	1	98	150
Future Vol, veh/h	237	222	178	4	162	1	118	98	10	1	98	150
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	258	241	193	4	176	1	128	107	11	1	107	163
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	112.2	14.4	17.6	17.1
HCM LOS	F	B	C	C

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	52%	37%	2%	0%
Vol Thru, %	43%	35%	97%	39%
Vol Right, %	4%	28%	1%	60%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	226	637	167	249
LT Vol	118	237	4	1
Through Vol	98	222	162	98
RT Vol	10	178	1	150
Lane Flow Rate	246	692	182	271
Geometry Grp	1	1	1	1
Degree of Util (X)	0.485	1.16	0.353	0.5
Departure Headway (Hd)	7.641	6.033	7.434	7.16
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	474	595	486	506
Service Time	5.641	4.13	5.434	5.16
HCM Lane V/C Ratio	0.519	1.163	0.374	0.536
HCM Control Delay, s/veh	17.6	112.2	14.4	17.1
HCM Lane LOS	C	F	B	C
HCM 95th-tile Q	2.6	22.9	1.6	2.8

Intersection	
Int Delay, s/veh	18.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	90	103	308	100	172	515
Future Vol, veh/h	90	103	308	100	172	515
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	98	112	335	109	187	560

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	210	0	932	154
Stage 1	-	-	-	-	154	-
Stage 2	-	-	-	-	778	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1361	-	296	892
Stage 1	-	-	-	-	874	-
Stage 2	-	-	-	-	453	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1361	-	218	892
Mov Cap-2 Maneuver	-	-	-	-	218	-
Stage 1	-	-	-	-	874	-
Stage 2	-	-	-	-	334	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	6.42	30.49
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	218	892	-	-	1279	-
HCM Lane V/C Ratio	0.856	0.627	-	-	0.246	-
HCM Control Delay (s/veh)	75.1	15.6	-	-	8.5	0
HCM Lane LOS	F	C	-	-	A	A
HCM 95th %tile Q(veh)	6.6	4.6	-	-	1	-

2028 PROJECTED CONDITIONS WITH IMPROVEMENTS

Intersection	
Intersection Delay, s/veh	15.8
Intersection LOS	C

Approach	EB	WB	NB	SB
Entry Lanes	1	1	1	1
Conflicting Circle Lanes	1	1	1	1
Adj Approach Flow, veh/h	725	387	440	490
Demand Flow Rate, veh/h	739	394	449	499
Vehicles Circulating, veh/h	136	703	520	740
Vehicles Exiting, veh/h	1103	266	355	357
Ped Vol Crossing Leg, #/h	0	0	0	0
Ped Cap Adj	1.000	1.000	1.000	1.000
Approach Delay, s/veh	10.9	15.8	12.7	25.8
Approach LOS	B	C	B	D

Lane	Left	Left	Left	Left
Designated Moves	LTR	LTR	LTR	LTR
Assumed Moves	LTR	LTR	LTR	LTR
RT Channelized				
Lane Util	1.000	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976	4.976
Entry Flow, veh/h	739	394	449	499
Cap Entry Lane, veh/h	1201	674	812	649
Entry HV Adj Factor	0.981	0.981	0.980	0.981
Flow Entry, veh/h	725	387	440	490
Cap Entry, veh/h	1178	661	796	636
V/C Ratio	0.615	0.585	0.553	0.769
Control Delay, s/veh	10.9	15.8	12.7	25.8
LOS	B	C	B	D
95th %tile Queue, veh	4	4	3	7

Intersection	
Intersection Delay, s/veh	30.3
Intersection LOS	D

Approach	EB	WB	NB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	420	1072	789
Demand Flow Rate, veh/h	428	1093	805
Vehicles Circulating, veh/h	990	201	98
Vehicles Exiting, veh/h	304	702	1320
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	40.7	40.2	11.3
Approach LOS	E	E	B

Lane	Left	Left	Left
Designated Moves	TR	LT	LR
Assumed Moves	TR	LT	LR
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	428	1093	805
Cap Entry Lane, veh/h	503	1124	1249
Entry HV Adj Factor	0.981	0.981	0.980
Flow Entry, veh/h	420	1072	789
Cap Entry, veh/h	493	1102	1224
V/C Ratio	0.851	0.972	0.645
Control Delay, s/veh	40.7	40.2	11.3
LOS	E	E	B
95th %tile Queue, veh	9	18	5

Intersection	
Intersection Delay, s/veh	8.4
Intersection LOS	A

Approach	EB	WB	NB	SB
Entry Lanes	1	1	1	1
Conflicting Circle Lanes	1	1	1	1
Adj Approach Flow, veh/h	692	181	246	271
Demand Flow Rate, veh/h	706	185	251	276
Vehicles Circulating, veh/h	114	503	510	315
Vehicles Exiting, veh/h	477	258	310	373
Ped Vol Crossing Leg, #/h	0	0	0	0
Ped Cap Adj	1.000	1.000	1.000	1.000
Approach Delay, s/veh	9.8	6.8	8.0	6.4
Approach LOS	A	A	A	A

Lane	Left	Left	Left	Left
Designated Moves	LTR	LTR	LTR	LTR
Assumed Moves	LTR	LTR	LTR	LTR
RT Channelized				
Lane Util	1.000	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976	4.976
Entry Flow, veh/h	706	185	251	276
Cap Entry Lane, veh/h	1228	826	820	1001
Entry HV Adj Factor	0.980	0.981	0.980	0.981
Flow Entry, veh/h	692	181	246	271
Cap Entry, veh/h	1204	810	803	982
V/C Ratio	0.575	0.224	0.306	0.276
Control Delay, s/veh	9.8	6.8	8.0	6.4
LOS	A	A	A	A
95th %tile Queue, veh	4	1	1	1

Intersection	
Intersection Delay, s/veh	8.8
Intersection LOS	A

Approach	EB	WB	NB
Entry Lanes	1	1	1
Conflicting Circle Lanes	1	1	1
Adj Approach Flow, veh/h	210	444	747
Demand Flow Rate, veh/h	214	453	762
Vehicles Circulating, veh/h	342	191	100
Vehicles Exiting, veh/h	302	671	456
Ped Vol Crossing Leg, #/h	0	0	0
Ped Cap Adj	1.000	1.000	1.000
Approach Delay, s/veh	5.9	7.4	10.5
Approach LOS	A	A	B

Lane	Left	Left	Left
Designated Moves	TR	LT	LR
Assumed Moves	TR	LT	LR
RT Channelized			
Lane Util	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976
Entry Flow, veh/h	214	453	762
Cap Entry Lane, veh/h	974	1136	1246
Entry HV Adj Factor	0.981	0.980	0.980
Flow Entry, veh/h	210	444	747
Cap Entry, veh/h	956	1113	1222
V/C Ratio	0.220	0.399	0.612
Control Delay, s/veh	5.9	7.4	10.5
LOS	A	A	B
95th %tile Queue, veh	1	2	4

APPENDIX G
TURN LANE ANALYSIS

Left Turn Deceleration Lane Analysis (Southbound Cooks Lane at Lee Road)

Source: NCHRP Report 457: Evaluating Intersection Improvements: An Engineering Study Guide
Based on posted speed limit of 35 mph
2028 Projected Peak Hour Traffic Volumes

AM Peak Hour

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

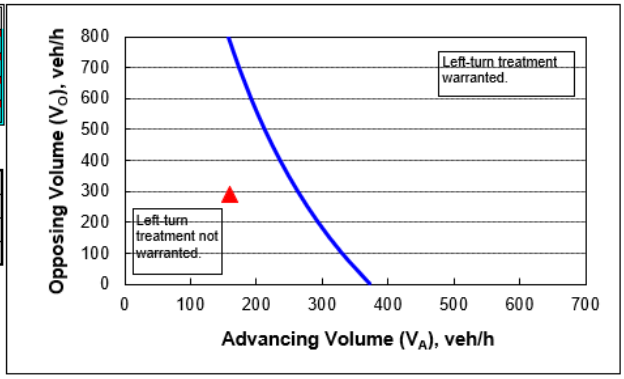
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	35
Percent of left-turns in advancing volume (V_A), %:	44%
Advancing volume (V_A), veh/h:	159
Opposing volume (V_O), veh/h:	289

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	266
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

PM Peak Hour

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

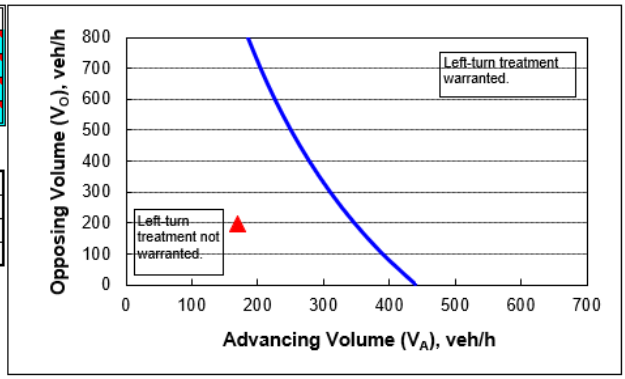
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	35
Percent of left-turns in advancing volume (V_A), %:	23%
Advancing volume (V_A), veh/h:	170
Opposing volume (V_O), veh/h:	195

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	348
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Right Turn Deceleration Lane Analysis (Northbound Cooks Lane at Lee Road)

Source: NCHRP Report 457: Evaluating Intersection Improvements: An Engineering Study Guide
Based on posted speed limit of 35 mph
2028 Projected Peak Hour Traffic Volumes

AM Peak Hour

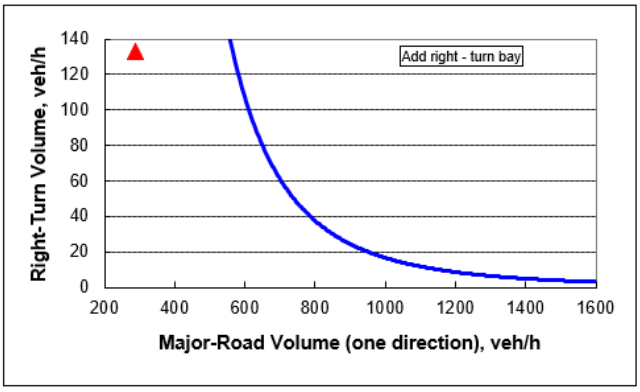
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	35
Major-road volume (one direction), veh/h:	289
Right-turn volume, veh/h:	133

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	1508
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



PM Peak Hour

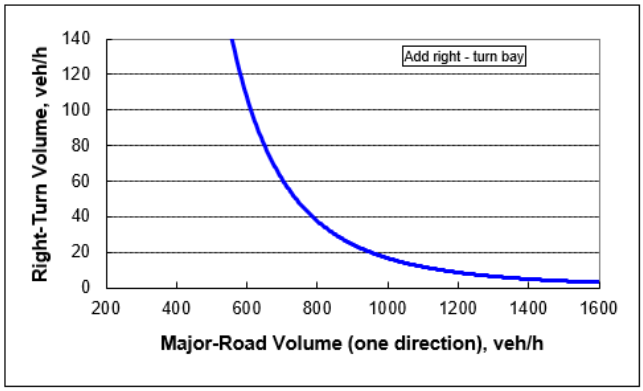
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	35
Major-road volume (one direction), veh/h:	195
Right-turn volume, veh/h:	68

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	6307
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



Left Turn Deceleration Lane Analysis (Eastbound Lee Road at Montgomery Way)

Source: NCHRP Report 457: Evaluating Intersection Improvements: An Engineering Study Guide
Based on posted speed limit of 30 mph
2028 Projected Peak Hour Traffic Volumes

AM Peak Hour

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

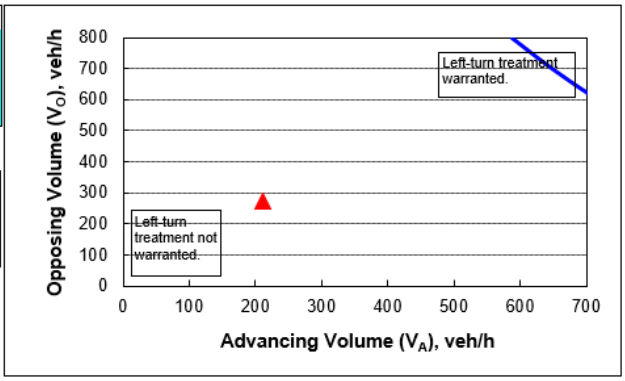
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	2%
Advancing volume (V_A), veh/h:	212
Opposing volume (V_O), veh/h:	274

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	1010
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

PM Peak Hour

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

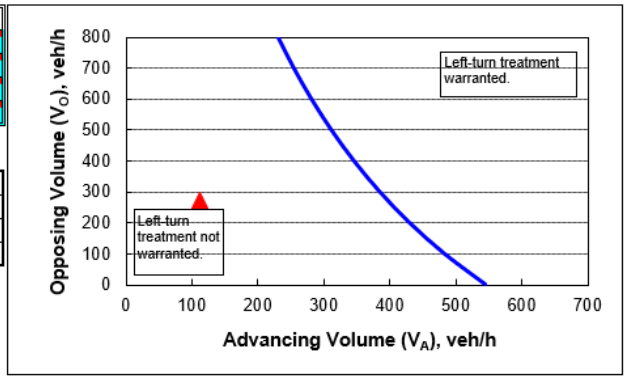
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	15%
Advancing volume (V_A), veh/h:	112
Opposing volume (V_O), veh/h:	272

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	397
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Right Turn Deceleration Lane Analysis (Westbound Lee Road at Montgomery Way)

Source: NCHRP Report 457: Evaluating Intersection Improvements: An Engineering Study Guide
Based on posted speed limit of 30 mph
2028 Projected Peak Hour Traffic Volumes

AM Peak Hour

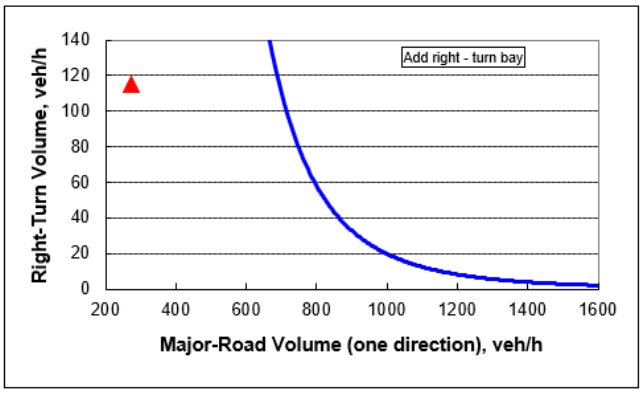
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	274
Right-turn volume, veh/h:	115

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	10009
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



PM Peak Hour

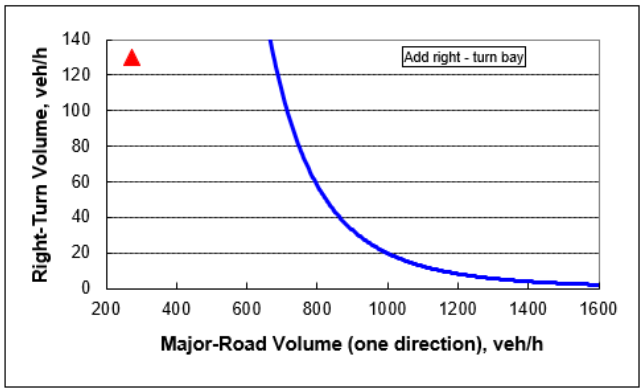
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	272
Right-turn volume, veh/h:	130

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	10369
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



Left Turn Deceleration Lane Analysis (Westbound Lee Road at the Site Access)

Source: NCHRP Report 457: Evaluating Intersection Improvements: An Engineering Study Guide
Based on posted speed limit of 30 mph
2028 Projected Peak Hour Traffic Volumes

AM Peak Hour

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

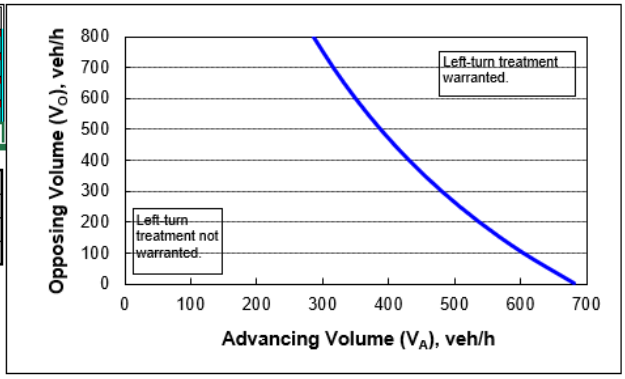
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	91%
Advancing volume (V_A), veh/h:	986
Opposing volume (V_O), veh/h:	386

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	438
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

PM Peak Hour

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

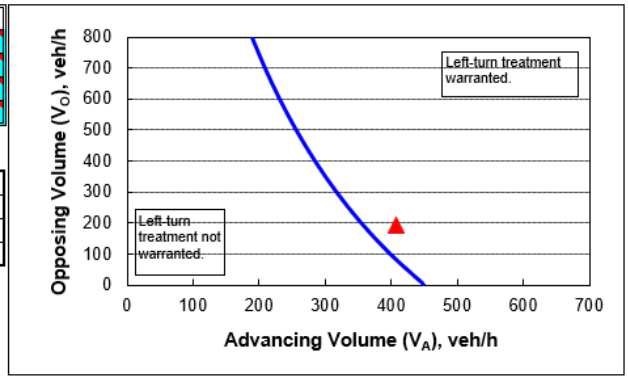
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	75%
Advancing volume (V_A), veh/h:	408
Opposing volume (V_O), veh/h:	193

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	357
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Right Turn Deceleration Lane Analysis (Eastbound Lee Road at the Site Access)

Source: NCHRP Report 457: Evaluating Intersection Improvements: An Engineering Study Guide
Based on posted speed limit of 30 mph
2028 Projected Peak Hour Traffic Volumes

AM Peak Hour

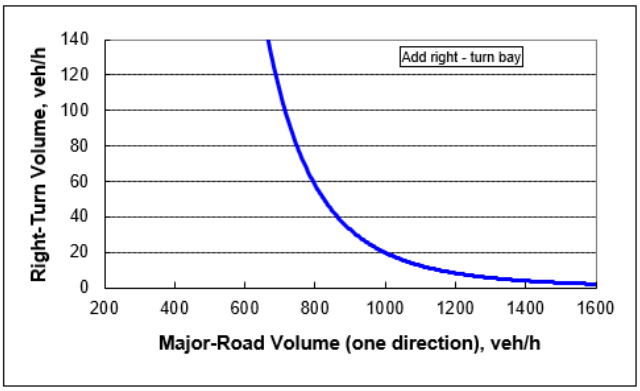
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	386
Right-turn volume, veh/h:	298

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	1919
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



PM Peak Hour

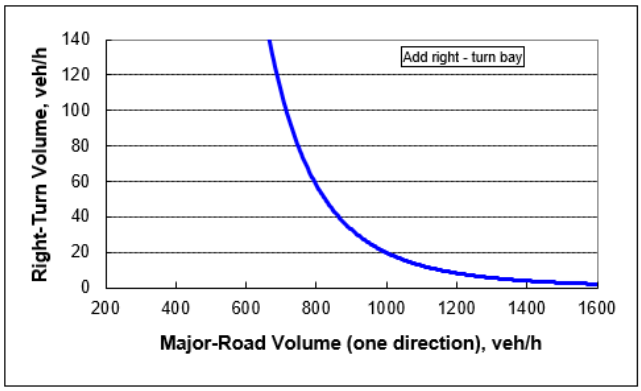
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	193
Right-turn volume, veh/h:	103

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	54176
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



APPENDIX H
SIGNAL WARRANT ANALYSIS

Warrants Summary Report

1: Lee Road and Rocky Fork Road

Intersection Information:

	Major Street	Minor Street
Street Name	Lee Road	Rocky Fork Road
Direction	EB/WB	NB/SB
Number of Lanes	1	1
Approach Speed	30	40

Warrant	Met?	Notes
Warrant 1, Eight-Hour Vehicular Volume		
	No	
Condition A or B Met?	No	4 Hours met (8 required)
Condition A and B Met?	No	3 Hours met (8 required)
Warrant 2, Four-Hour Vehicular Volume		
	No	3 Hours met (4 required)
Warrant 3, Peak Hour		
	Yes	
Condition A Met?	No	0 Hours met (1 required)
Condition B Met?	Yes	1 Hours met (1 required)

Warrant 1: Eight-hour Vehicular Volume

1: Lee Road and Rocky Fork Road

Intersection Information:

Major Street Name:	Lee Road
Major Street Direction:	EB/WB
Minor Street Direction:	NB/SB

WARRANT 1 MET? **No**

Details:

Condition A Met?	No	4 Hours met (8 required) at 100%
Condition B Met?	No	2 Hours met (8 required) at 100%

Hour	Major Street Vehicles (Total of Both Approaches)		High Volume Minor Approach Vehicles		100% Standard Met? Cond. A OR Cond. B		80% Standard Met? Cond. A AND Cond. B	
					Condition A 100% Column	Condition B 100% Column	Condition A 80% Column	Condition B 80% Column
06:00 to 07:00	**322**		**139**		No	No	No	No
Condition A	Volume >= 100% column (500)?	No	Volume >= 100% column (150)?	No				
	Volume >= 80% column (400)?	No	Volume >= 80% column (120)?	Yes				
Condition B	**Volume >= 100% column (750)?**	No	**Volume >= 100% column (75)?**	Yes				
	Volume >= 80% column (600)?	No	**Volume >= 80% column (60)?**	Yes				
07:00 to 08:00	**959**		**415**		Yes*	Yes*	Yes*	Yes*
Condition A	Volume >= 100% column (500)?	Yes	Volume >= 100% column (150)?	Yes				
	Volume >= 80% column (400)?	Yes	Volume >= 80% column (120)?	Yes				
Condition B	**Volume >= 100% column (750)?**	Yes	**Volume >= 100% column (75)?**	Yes				
	Volume >= 80% column (600)?	Yes	**Volume >= 80% column (60)?**	Yes				
08:00 to 09:00	**447**		**184**		No	No	Yes	No
Condition A	Volume >= 100% column (500)?	No	Volume >= 100% column (150)?	Yes				
	Volume >= 80% column (400)?	Yes	Volume >= 80% column (120)?	Yes				
Condition B	**Volume >= 100% column (750)?**	No	**Volume >= 100% column (75)?**	Yes				
	Volume >= 80% column (600)?	No	**Volume >= 80% column (60)?**	Yes				
09:00 to 10:00	**236**		**100**		No	No	No	No
Condition A	Volume >= 100% column (500)?	No	Volume >= 100% column (150)?	No				
	Volume >= 80% column (400)?	No	Volume >= 80% column (120)?	No				
Condition B	**Volume >= 100% column (750)?**	No	**Volume >= 100% column (75)?**	Yes				
	Volume >= 80% column (600)?	No	**Volume >= 80% column (60)?**	Yes				

10:00 to 11:00	**223**		**107**		No	No	No	No
Condition A	Volume >= 100% column (500)?	No	Volume >= 100% column (150)?	No				
	Volume >= 80% column (400)?	No	Volume >= 80% column (120)?	No				
Condition B	**Volume >= 100% column (750)?**	No	**Volume >= 100% column (75)?**	Yes				
	Volume >= 80% column (600)?	No	**Volume >= 80% column (60)?**	Yes				
11:00 to 12:00	**237**		**131**		No	No	No	No
Condition A	Volume >= 100% column (500)?	No	Volume >= 100% column (150)?	No				
	Volume >= 80% column (400)?	No	Volume >= 80% column (120)?	Yes				
Condition B	**Volume >= 100% column (750)?**	No	**Volume >= 100% column (75)?**	Yes				
	Volume >= 80% column (600)?	No	**Volume >= 80% column (60)?**	Yes				
12:00 to 13:00	**264**		**121**		No	No	No	No
Condition A	Volume >= 100% column (500)?	No	Volume >= 100% column (150)?	No				
	Volume >= 80% column (400)?	No	Volume >= 80% column (120)?	Yes				
Condition B	**Volume >= 100% column (750)?**	No	**Volume >= 100% column (75)?**	Yes				
	Volume >= 80% column (600)?	No	**Volume >= 80% column (60)?**	Yes				
13:00 to 14:00	**295**		**105**		No	No	No	No
Condition A	Volume >= 100% column (500)?	No	Volume >= 100% column (150)?	No				
	Volume >= 80% column (400)?	No	Volume >= 80% column (120)?	No				
Condition B	**Volume >= 100% column (750)?**	No	**Volume >= 100% column (75)?**	Yes				
	Volume >= 80% column (600)?	No	**Volume >= 80% column (60)?**	Yes				
14:00 to 15:00	**326**		**152**		No	No	No	No
Condition A	Volume >= 100% column (500)?	No	Volume >= 100% column (150)?	Yes				
	Volume >= 80% column (400)?	No	Volume >= 80% column (120)?	Yes				
Condition B	**Volume >= 100% column (750)?**	No	**Volume >= 100% column (75)?**	Yes				
	Volume >= 80% column (600)?	No	**Volume >= 80% column (60)?**	Yes				
15:00 to 16:00	**950**		**210**		Yes*	Yes*	Yes*	Yes*
Condition A	Volume >= 100% column (500)?	Yes	Volume >= 100% column (150)?	Yes				
	Volume >= 80% column (400)?	Yes	Volume >= 80% column (120)?	Yes				
Condition B	**Volume >= 100% column (750)?**	Yes	**Volume >= 100% column (75)?**	Yes				
	Volume >= 80% column (600)?	Yes	**Volume >= 80% column (60)?**	Yes				

16:00 to 17:00	518		227		Yes*	No	Yes	No
Condition A	Volume >= 100% column (500)?	Yes	Volume >= 100% column (150)?	Yes				
	Volume >= 80% column (400)?	Yes	Volume >= 80% column (120)?	Yes				
Condition B	**Volume >= 100% column (750)?**	No	**Volume >= 100% column (75)?**	Yes				
	Volume >= 80% column (600)?	No	**Volume >= 80% column (60)?**	Yes				

17:00 to 18:00	629		289		Yes*	No	Yes*	Yes*
Condition A	Volume >= 100% column (500)?	Yes	Volume >= 100% column (150)?	Yes				
	Volume >= 80% column (400)?	Yes	Volume >= 80% column (120)?	Yes				
Condition B	**Volume >= 100% column (750)?**	No	**Volume >= 100% column (75)?**	Yes				
	Volume >= 80% column (600)?	Yes	**Volume >= 80% column (60)?**	Yes				

18:00 to 19:00	194		41		No	No	No	No
Condition A	Volume >= 100% column (500)?	No	Volume >= 100% column (150)?	No				
	Volume >= 80% column (400)?	No	Volume >= 80% column (120)?	No				
Condition B	**Volume >= 100% column (750)?**	No	**Volume >= 100% column (75)?**	No				
	Volume >= 80% column (600)?	No	**Volume >= 80% column (60)?**	No				

Warrant 2: Four-hour Vehicular Volume

1: Lee Road and Rocky Fork Road

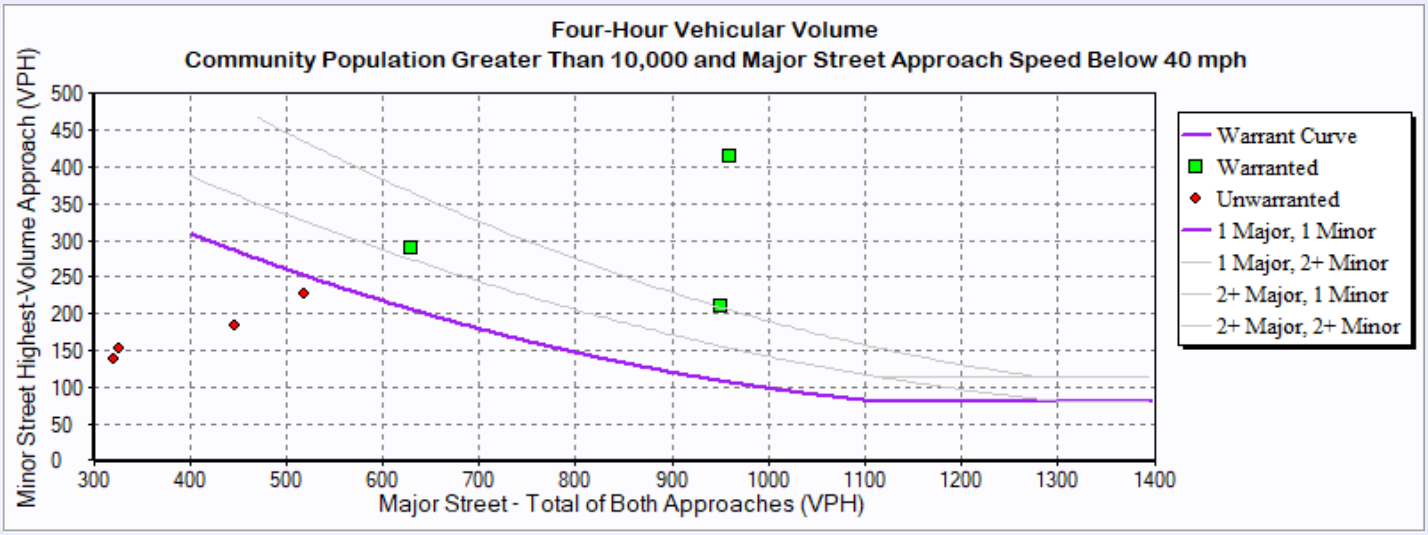
Intersection Information:

	Major Street	Minor Street
Street Name	Lee Road	Rocky Fork Road
Direction	EB/WB	NB/SB
Number of Lanes	1	1
Approach Speed	30	40

Warrant 2 Met? **No**

Details:

Notes	3 Hours met (4 required)
Low population?	No



Hourly Volumes

Hour	Major Street Total All Approaches (vph)	Minor Street Highest Volume Approach (vph)
00:00:00 - 01:00:00	0.00	0.00
01:00:00 - 02:00:00	0.00	0.00
02:00:00 - 03:00:00	0.00	0.00
03:00:00 - 04:00:00	0.00	0.00
04:00:00 - 05:00:00	0.00	0.00
05:00:00 - 06:00:00	0.00	0.00
06:00:00 - 07:00:00	322.00	139.00
07:00:00 - 08:00:00	959.00	415.00
08:00:00 - 09:00:00	447.00	184.00
09:00:00 - 10:00:00	236.00	100.00
10:00:00 - 11:00:00	223.00	107.00
11:00:00 - 12:00:00	237.00	131.00
12:00:00 - 13:00:00	264.00	121.00
13:00:00 - 14:00:00	295.00	105.00
14:00:00 - 15:00:00	326.00	152.00
15:00:00 - 16:00:00	950.00	210.00
16:00:00 - 17:00:00	518.00	227.00
17:00:00 - 18:00:00	629.00	289.00
18:00:00 - 19:00:00	194.00	41.00
19:00:00 - 20:00:00	0.00	0.00
20:00:00 - 21:00:00	0.00	0.00
21:00:00 - 22:00:00	0.00	0.00
22:00:00 - 23:00:00	0.00	0.00
23:00:00 - 00:00:00	0.00	0.00

Warranted Volumes

Hour	Major Street Total All Approaches (vph)	Minor Street Highest Volume Approach (vph)
07:00:00 - 08:00:00	959.00	415.00
15:00:00 - 16:00:00	950.00	210.00
17:00:00 - 18:00:00	629.00	289.00

Warrant 3: Peak Hour

1: Lee Road and Rocky Fork Road

Intersection Information:

	Major Street	Minor Street
Street Name	Lee Road	Rocky Fork Road
Direction	EB/WB	NB/SB
Number of Lanes	1	1
Approach Speed	30	40

Warrant 3 Met? **Yes**

Details

Low Population? No

Condition A Met? No

Notes 0 Hours met (1 required)

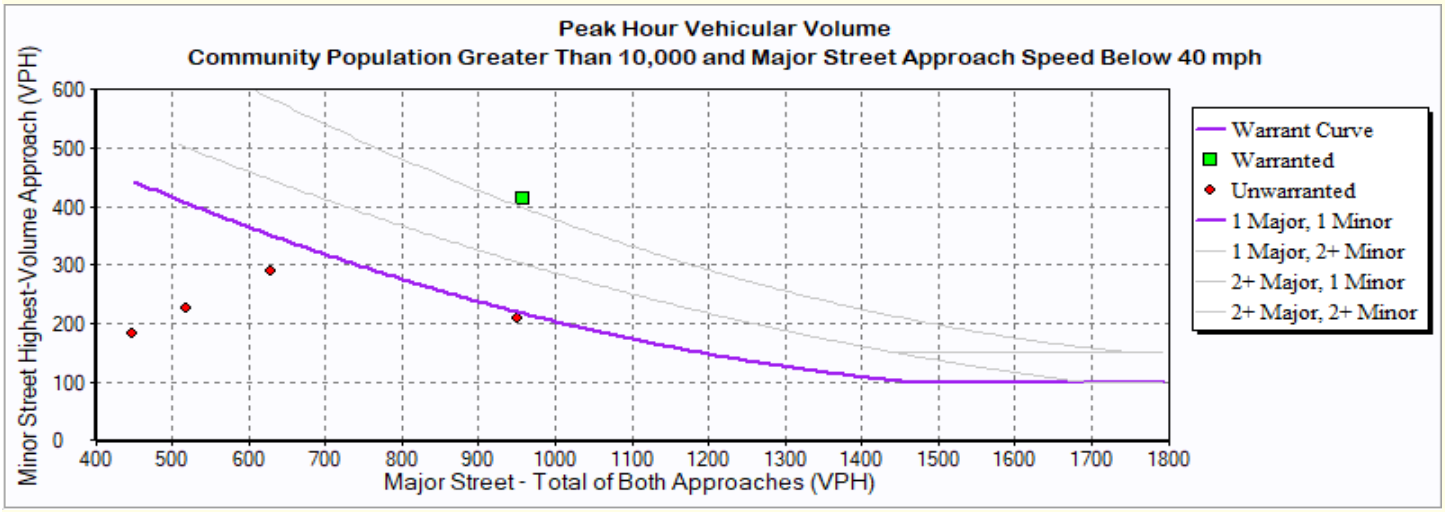
Condition B Met? Yes

Notes 1 Hours met (1 required)

Minor Approach Time Delay Condition Met? Not Met

Minor Approach Volume Condition Met? Met

Total Entering Intersection Volume Condition Met? Not Met



Hour	Major Street Total All Approaches (vph)	Minor Street Highest Volume Approach (vph)
6:00	322	139
7:00	959	415
8:00	447	184
9:00	236	100
10:00	223	107
11:00	237	131
12:00	264	121
13:00	295	105
14:00	326	152
15:00	950	210
16:00	518	227
17:00	629	289
18:00	194	41

Warrants Summary Report

1: Lee Road and School Access

Intersection Information:

	Major Street	Minor Street
Street Name	Lee Road	School Access
Direction	EB/WB	NB
Number of Lanes	2	2
Approach Speed	30	25

Warrant	Met?	Notes
Warrant 1, Eight-Hour Vehicular Volume		
	No	
Condition A or B Met?	No	1 Hours met (8 required)
Condition A and B Met?	No	1 Hours met (8 required)
Warrant 2, Four-Hour Vehicular Volume		
	No	2 Hours met (4 required)
Warrant 3, Peak Hour		
	Yes	
Condition A Met?	No	0 Hours met (1 required)
Condition B Met?	Yes	2 Hours met (1 required)

Warrant 1: Eight-hour Vehicular Volume

1: Lee Road and School Access

Intersection Information:

Major Street Name:	Lee Road
Major Street Direction:	EB/WB
Minor Street Direction:	NB

WARRANT 1 MET? **No**

Details:

Condition A Met?	No	1 Hours met (8 required) at 100%
Condition B Met?	No	1 Hours met (8 required) at 100%

Hour	Major Street Vehicles (Total of Both Approaches)		High Volume Minor Approach Vehicles		100% Standard Met? Cond. A OR Cond. B		80% Standard Met? Cond. A AND Cond. B	
					Condition A 100% Column	Condition B 100% Column	Condition A 80% Column	Condition B 80% Column
06:00 to 07:00	**409**		**120**		No	No	No	No
Condition A	Volume >= 100% column (600)?	No	Volume >= 100% column (200)?	No				
	Volume >= 80% column (480)?	No	Volume >= 80% column (160)?	No				
Condition B	**Volume >= 100% column (900)?**	No	**Volume >= 100% column (100)?**	Yes				
	Volume >= 80% column (720)?	No	**Volume >= 80% column (80)?**	Yes				
07:00 to 08:00	**1,339**		**625**		Yes*	Yes*	Yes*	Yes*
Condition A	Volume >= 100% column (600)?	Yes	Volume >= 100% column (200)?	Yes				
	Volume >= 80% column (480)?	Yes	Volume >= 80% column (160)?	Yes				
Condition B	**Volume >= 100% column (900)?**	Yes	**Volume >= 100% column (100)?**	Yes				
	Volume >= 80% column (720)?	Yes	**Volume >= 80% column (80)?**	Yes				
08:00 to 09:00	**534**		**255**		No	No	Yes	No
Condition A	Volume >= 100% column (600)?	No	Volume >= 100% column (200)?	Yes				
	Volume >= 80% column (480)?	Yes	Volume >= 80% column (160)?	Yes				
Condition B	**Volume >= 100% column (900)?**	No	**Volume >= 100% column (100)?**	Yes				
	Volume >= 80% column (720)?	No	**Volume >= 80% column (80)?**	Yes				
09:00 to 10:00	**205**		**82**		No	No	No	No
Condition A	Volume >= 100% column (600)?	No	Volume >= 100% column (200)?	No				
	Volume >= 80% column (480)?	No	Volume >= 80% column (160)?	No				
Condition B	**Volume >= 100% column (900)?**	No	**Volume >= 100% column (100)?**	No				
	Volume >= 80% column (720)?	No	**Volume >= 80% column (80)?**	Yes				

10:00 to 11:00	**224**		**101**		No	No	No	No
Condition A	Volume >= 100% column (600)?	No	Volume >= 100% column (200)?	No				
	Volume >= 80% column (480)?	No	Volume >= 80% column (160)?	No				
Condition B	**Volume >= 100% column (900)?**	No	**Volume >= 100% column (100)?**	Yes				
	Volume >= 80% column (720)?	No	**Volume >= 80% column (80)?**	Yes				
11:00 to 12:00	**267**		**79**		No	No	No	No
Condition A	Volume >= 100% column (600)?	No	Volume >= 100% column (200)?	No				
	Volume >= 80% column (480)?	No	Volume >= 80% column (160)?	No				
Condition B	**Volume >= 100% column (900)?**	No	**Volume >= 100% column (100)?**	No				
	Volume >= 80% column (720)?	No	**Volume >= 80% column (80)?**	No				
12:00 to 13:00	**233**		**130**		No	No	No	No
Condition A	Volume >= 100% column (600)?	No	Volume >= 100% column (200)?	No				
	Volume >= 80% column (480)?	No	Volume >= 80% column (160)?	No				
Condition B	**Volume >= 100% column (900)?**	No	**Volume >= 100% column (100)?**	Yes				
	Volume >= 80% column (720)?	No	**Volume >= 80% column (80)?**	Yes				
13:00 to 14:00	**272**		**130**		No	No	No	No
Condition A	Volume >= 100% column (600)?	No	Volume >= 100% column (200)?	No				
	Volume >= 80% column (480)?	No	Volume >= 80% column (160)?	No				
Condition B	**Volume >= 100% column (900)?**	No	**Volume >= 100% column (100)?**	Yes				
	Volume >= 80% column (720)?	No	**Volume >= 80% column (80)?**	Yes				
14:00 to 15:00	**394**		**146**		No	No	No	No
Condition A	Volume >= 100% column (600)?	No	Volume >= 100% column (200)?	No				
	Volume >= 80% column (480)?	No	Volume >= 80% column (160)?	No				
Condition B	**Volume >= 100% column (900)?**	No	**Volume >= 100% column (100)?**	Yes				
	Volume >= 80% column (720)?	No	**Volume >= 80% column (80)?**	Yes				
15:00 to 16:00	**542**		**896**		No	No	Yes	No
Condition A	Volume >= 100% column (600)?	No	Volume >= 100% column (200)?	Yes				
	Volume >= 80% column (480)?	Yes	Volume >= 80% column (160)?	Yes				
Condition B	**Volume >= 100% column (900)?**	No	**Volume >= 100% column (100)?**	Yes				
	Volume >= 80% column (720)?	No	**Volume >= 80% column (80)?**	Yes				

16:00 to 17:00	473		283		No	No	No	No
Condition A	Volume >= 100% column (600)?	No	Volume >= 100% column (200)?	Yes				
	Volume >= 80% column (480)?	No	Volume >= 80% column (160)?	Yes				
Condition B	**Volume >= 100% column (900)?**	No	**Volume >= 100% column (100)?**	Yes				
	Volume >= 80% column (720)?	No	**Volume >= 80% column (80)?**	Yes				

17:00 to 18:00	571		400		No	No	Yes	No
Condition A	Volume >= 100% column (600)?	No	Volume >= 100% column (200)?	Yes				
	Volume >= 80% column (480)?	Yes	Volume >= 80% column (160)?	Yes				
Condition B	**Volume >= 100% column (900)?**	No	**Volume >= 100% column (100)?**	Yes				
	Volume >= 80% column (720)?	No	**Volume >= 80% column (80)?**	Yes				

18:00 to 19:00	162		205		No	No	No	No
Condition A	Volume >= 100% column (600)?	No	Volume >= 100% column (200)?	Yes				
	Volume >= 80% column (480)?	No	Volume >= 80% column (160)?	Yes				
Condition B	**Volume >= 100% column (900)?**	No	**Volume >= 100% column (100)?**	Yes				
	Volume >= 80% column (720)?	No	**Volume >= 80% column (80)?**	Yes				

Warrant 2: Four-hour Vehicular Volume

1: Lee Road and School Access

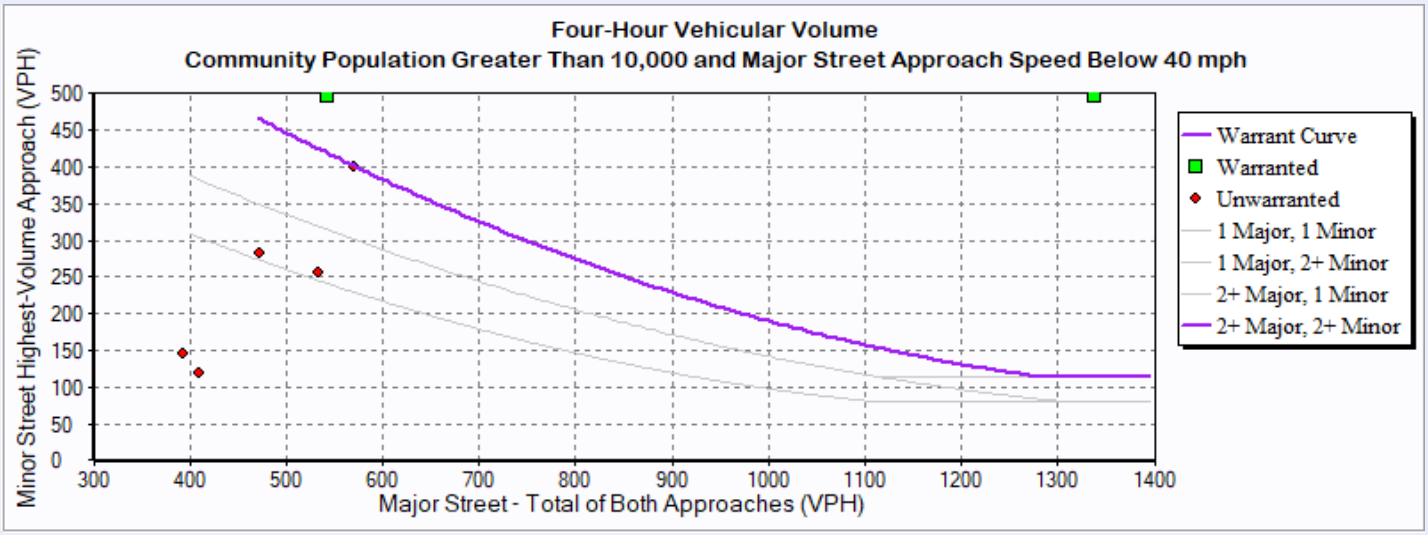
Intersection Information:

	Major Street	Minor Street
Street Name	Lee Road	School Access
Direction	EB/WB	NB
Number of Lanes	2	2
Approach Speed	30	25

Warrant 2 Met? No

Details:

Notes	2 Hours met (4 required)
Low population?	No



Hourly Volumes

Hour	Major Street Total All Approaches (vph)	Minor Street Highest Volume Approach (vph)
00:00:00 - 01:00:00	0.00	0.00
01:00:00 - 02:00:00	0.00	0.00
02:00:00 - 03:00:00	0.00	0.00
03:00:00 - 04:00:00	0.00	0.00
04:00:00 - 05:00:00	0.00	0.00
05:00:00 - 06:00:00	0.00	0.00
06:00:00 - 07:00:00	409.00	120.00
07:00:00 - 08:00:00	1,339.00	625.00
08:00:00 - 09:00:00	534.00	255.00
09:00:00 - 10:00:00	205.00	82.00
10:00:00 - 11:00:00	224.00	101.00
11:00:00 - 12:00:00	267.00	79.00
12:00:00 - 13:00:00	233.00	130.00
13:00:00 - 14:00:00	272.00	130.00
14:00:00 - 15:00:00	394.00	146.00
15:00:00 - 16:00:00	542.00	896.00
16:00:00 - 17:00:00	473.00	283.00
17:00:00 - 18:00:00	571.00	400.00
18:00:00 - 19:00:00	162.00	205.00
19:00:00 - 20:00:00	0.00	0.00
20:00:00 - 21:00:00	0.00	0.00
21:00:00 - 22:00:00	0.00	0.00
22:00:00 - 23:00:00	0.00	0.00
23:00:00 - 00:00:00	0.00	0.00

Warranted Volumes

Hour	Major Street Total All Approaches (vph)	Minor Street Highest Volume Approach (vph)
07:00:00 - 08:00:00	1,339.00	625.00
15:00:00 - 16:00:00	542.00	896.00

Warrant 3: Peak Hour

1: Lee Road and School Access

Intersection Information:

	Major Street	Minor Street
Street Name	Lee Road	School Access
Direction	EB/WB	NB
Number of Lanes	2	2
Approach Speed	30	25

Warrant 3 Met? **Yes**

Details

Low Population? No

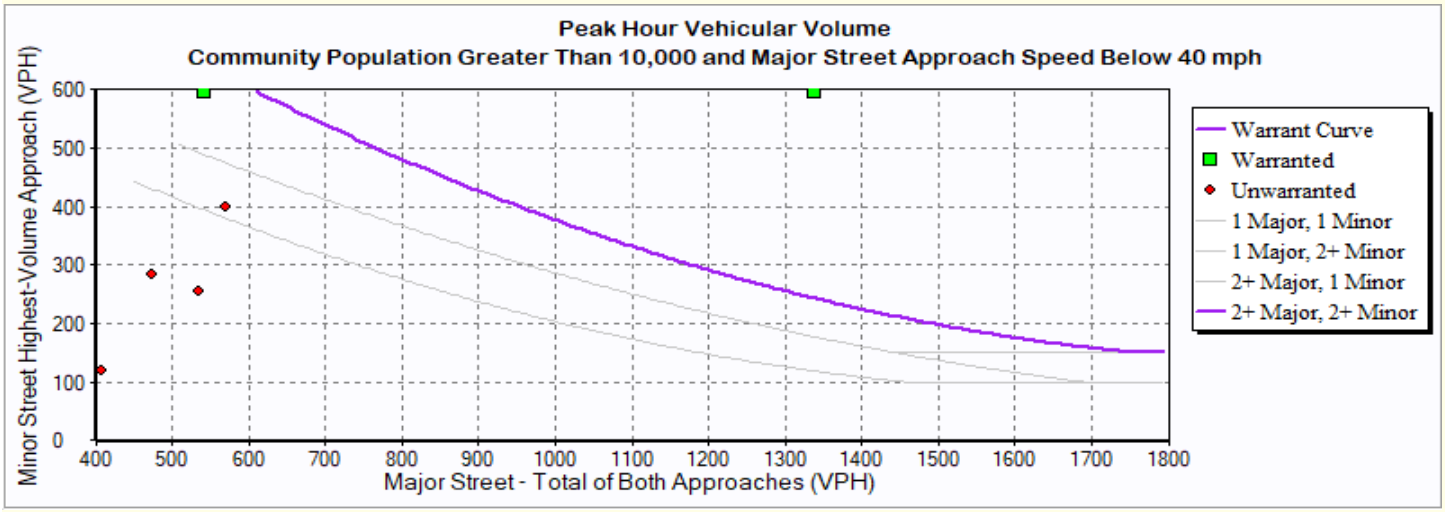
Condition A Met? No

Notes 0 Hours met (1 required)

Condition B Met? Yes

Notes 2 Hours met (1 required)

Minor Approach Time Delay Condition Met?	Not Met
Minor Approach Volume Condition Met?	Met
Total Entering Intersection Volume Condition Met?	Not Met



Hour	Major Street Total All Approaches (vph)	Minor Street Highest Volume Approach (vph)
6:00	409	120
7:00	1,339	625
8:00	534	255
9:00	205	82
10:00	224	101
11:00	267	79
12:00	233	130
13:00	272	130
14:00	394	146
15:00	542	896
16:00	473	283
17:00	571	400
18:00	162	205

Intersection: **Lee Road and Site Access**
Control: Uncontrolled
Day: Wednesday
Date: 6/18/2025
Count by: Marr Traffic

2025 Existing

Street				Lee Road				Lee Road				Site Access				--				Intersection	
Direction				Eastbound				Westbound				Northbound				Southbound				15-Min	Rolling
TOD	15-Min Increment			L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	Total	Hour Total
AM	6:00	-	6:15		1		1		12		12				0				0	13	107
	6:15	-	6:30		9		9		19		19				0				0	28	120
	6:30	-	6:45		11		11		21		21				0				0	32	117
	6:45	-	7:00		16		16		18		18				0				0	34	123
	7:00	-	7:15		13		13		13		13				0				0	26	127
	7:15	-	7:30		14		14		11		11				0				0	25	139
	7:30	-	7:45		18		18		20		20				0				0	38	145
	7:45	-	8:00		16		16		22		22				0				0	38	142
	8:00	-	8:15		16		16		22		22				0				0	38	137
	8:15	-	8:30		18		18		13		13				0				0	31	127
	8:30	-	8:45		19		19		16		16				0				0	35	117
	8:45	-	9:00		14		14		19		19				0				0	33	104
	9:00	-	9:15		8		8		20		20				0				0	28	102
	9:15	-	9:30		9		9		12		12				0				0	21	98
	9:30	-	9:45		12		12		10		10				0				0	22	99
	9:45	-	10:00		20		20		11		11				0				0	31	99
	10:00	-	10:15		12		12		12		12				0				0	24	97
	10:15	-	10:30		9		9		13		13				0				0	22	99
	10:30	-	10:45		9		9		13		13				0				0	22	117
	10:45	-	11:00		13		13		16		16				0				0	29	138
Midday	11:00	-	11:15		10		10		16		16				0				0	26	136
	11:15	-	11:30		21		21		19		19				0				0	40	133
	11:30	-	11:45		16		16		27		27				0				0	43	125
	11:45	-	12:00		12		12		15		15				0				0	27	109
	12:00	-	12:15		12		12		11		11				0				0	23	103
	12:15	-	12:30		17		17		15		15				0				0	32	114
	12:30	-	12:45		9		9		18		18				0				0	27	116
	12:45	-	13:00		9		9		12		12				0				0	21	119
	13:00	-	13:15		13		13		21		21				0				0	34	121
	13:15	-	13:30		13		13		21		21				0				0	34	111
	13:30	-	13:45		14		14		16		16				0				0	30	105
	13:45	-	14:00		14		14		9		9				0				0	23	104
	14:00	-	14:15		7		7		17		17				0				0	24	116
	14:15	-	14:30		9		9		19		19				0				0	28	132
	14:30	-	14:45		20		20		9		9				0				0	29	139
	14:45	-	15:00		16		16		19		19				0				0	35	150
PM	15:00	-	15:15		16		16		24		24				0				0	40	154
	15:15	-	15:30		23		23		12		12				0				0	35	156
	15:30	-	15:45		16		16		24		24				0				0	40	159
	15:45	-	16:00		18		18		21		21				0				0	39	175
	16:00	-	16:15		19		19		23		23				0				0	42	194
	16:15	-	16:30		21		21		17		17				0				0	38	214
	16:30	-	16:45		35		35		21		21				0				0	56	237
	16:45	-	17:00		37		37		21		21				0				0	58	230
	17:00	-	17:15		33		33		29		29				0				0	62	217
	17:15	-	17:30		28		28		33		33				0				0	61	155
	17:30	-	17:45		28		28		21		21				0				0	49	94
	17:45	-	18:00		30		30		15		15				0				0	45	45
	18:00	-	18:15				0				0				0				0	0	0
	18:15	-	18:30				0				0				0				0	0	0
	18:30	-	18:45				0				0				0				0	0	0
	18:45	-	19:00				0				0				0				0	0	0
AM	7:15	-	8:15	0	64	0	64	0	75	0	75	0	0	0	0	0	0	0	0		139
PM	15:45	-	16:45	0	93	0	93	0	82	0	82	0	0	0	0	0	0	0	0		175

Intersection: **Lee Road and Site Access**
Control: Uncontrolled
Day: Wednesday
Date: 6/18/2025
Count by: Marr Traffic

2025 Existing

Street				Highway 104				Highway 104				Gallery Boulevard				--				Intersection	
Direction				Eastbound				Westbound				Northbound				Southbound				Hourly Total	Rolling Hour Total
TOD	Hourly Increment			L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total		
AM	6:00	-	7:00	0	37	0	37	0	70	0	70	0	0	0	0	0	0	0	0	107	107
	7:00	-	8:00	0	61	0	61	0	66	0	66	0	0	0	0	0	0	0	0	127	127
	8:00	-	9:00	0	67	0	67	0	70	0	70	0	0	0	0	0	0	0	0	137	137
	9:00	-	10:00	0	49	0	49	0	53	0	53	0	0	0	0	0	0	0	0	102	102
	10:00	-	11:00	0	43	0	43	0	54	0	54	0	0	0	0	0	0	0	0	97	97
Midday	11:00	-	12:00	0	59	0	59	0	77	0	77	0	0	0	0	0	0	0	0	136	136
	12:00	-	13:00	0	47	0	47	0	56	0	56	0	0	0	0	0	0	0	0	103	103
	13:00	-	14:00	0	54	0	54	0	67	0	67	0	0	0	0	0	0	0	0	121	121
	14:00	-	15:00	0	52	0	52	0	64	0	64	0	0	0	0	0	0	0	0	116	116
PM	15:00	-	16:00	0	73	0	73	0	81	0	81	0	0	0	0	0	0	0	0	154	154
	16:00	-	17:00	0	112	0	112	0	82	0	82	0	0	0	0	0	0	0	0	194	194
	17:00	-	18:00	0	119	0	119	0	98	0	98	0	0	0	0	0	0	0	0	217	217
	18:00	-	19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Intersection: **Lee Road and Site Access**
Control: Uncontrolled
Day: Wednesday
Date: 6/18/2025
Count by: Marr Traffic

2028 Background Growth 27% (3 years at 9%)

Street			Highway 104				Highway 104				Gallery Boulevard				--				Intersection	
Direction			Eastbound				Westbound				Northbound				Southbound				Hourly Total	Rolling Hour Total
TOD	Hourly Increment		L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total		
AM	6:00	7:00	0	47	0	47	0	89	0	89	0	0	0	0	0	0	0	0	136	136
	7:00	8:00	0	77	0	77	0	84	0	84	0	0	0	0	0	0	0	0	161	161
	8:00	9:00	0	85	0	85	0	89	0	89	0	0	0	0	0	0	0	0	174	174
	9:00	10:00	0	62	0	62	0	67	0	67	0	0	0	0	0	0	0	0	129	129
	10:00	11:00	0	55	0	55	0	69	0	69	0	0	0	0	0	0	0	0	124	124
Midday	11:00	12:00	0	75	0	75	0	98	0	98	0	0	0	0	0	0	0	0	173	173
	12:00	13:00	0	60	0	60	0	71	0	71	0	0	0	0	0	0	0	0	131	131
	13:00	14:00	0	69	0	69	0	85	0	85	0	0	0	0	0	0	0	0	154	154
	14:00	15:00	0	66	0	66	0	81	0	81	0	0	0	0	0	0	0	0	147	147
PM	15:00	16:00	0	93	0	93	0	103	0	103	0	0	0	0	0	0	0	0	196	196
	16:00	17:00	0	142	0	142	0	104	0	104	0	0	0	0	0	0	0	0	246	246
	17:00	18:00	0	151	0	151	0	124	0	124	0	0	0	0	0	0	0	0	275	275
	18:00	19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LUC 522 **1200 students**

Middle School/Junior High School

Daily Traffic **2508** Assumes 0% Internal Capture **2508**

Time			Hourly Distribution	Enter %	Exit %	Hourly Traffic	Enter	Exit
6:00	-	7:00		1.7%	0.7%	30	21	9
7:00	-	8:00		33.4%	24.0%	719	418	301
8:00	-	9:00		11.5%	12.7%	303	144	159
9:00	-	10:00		1.4%	1.4%	35	17	18
10:00	-	11:00		1.3%	1.4%	33	16	17
11:00	-	12:00		1.4%	1.3%	34	18	16
12:00	-	13:00		1.5%	1.4%	36	19	17
13:00	-	14:00		1.5%	1.8%	40	18	22
14:00	-	15:00		8.3%	4.1%	155	104	51
15:00	-	16:00		10.1%	17.5%	347	127	220
16:00	-	17:00		6.0%	5.8%	147	75	72
17:00	-	18:00		7.7%	7.4%	190	97	93
18:00	-	19:00		8.5%	7.0%	194	106	88

Total Trip Gen

Street				Lee Road				Lee Road				Site Access				--				Intersection	
Direction				Eastbound				Westbound				Northbound				Southbound				Hourly	Hour
TOD	Hourly Increment			L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	Total	Total
	Enter %					25%		75%													
	Exit %											25%		75%							
AM	6:00	-	7:00	0	0	5	5	16	0	0	16	2	0	7	9	0	0	0	0	30	30
	7:00	-	8:00	0	0	105	105	314	0	0	314	75	0	226	301	0	0	0	0	**720**	720
	8:00	-	9:00	0	0	36	36	108	0	0	108	40	0	119	159	0	0	0	0	303	303
	9:00	-	10:00	0	0	4	4	13	0	0	13	5	0	14	19	0	0	0	0	36	36
	10:00	-	11:00	0	0	4	4	12	0	0	12	4	0	13	17	0	0	0	0	33	33
Midday	11:00	-	12:00	0	0	5	5	14	0	0	14	4	0	12	16	0	0	0	0	35	35
	12:00	-	13:00	0	0	5	5	14	0	0	14	4	0	13	17	0	0	0	0	36	36
	13:00	-	14:00	0	0	5	5	14	0	0	14	6	0	17	23	0	0	0	0	42	42
	14:00	-	15:00	0	0	26	26	78	0	0	78	13	0	38	51	0	0	0	0	155	155
PM	15:00	-	16:00	0	0	32	32	95	0	0	95	55	0	165	220	0	0	0	0	347	347
	16:00	-	17:00	0	0	19	19	56	0	0	56	18	0	54	72	0	0	0	0	147	147
	17:00	-	18:00	0	0	24	24	73	0	0	73	23	0	70	93	0	0	0	0	**190**	190
	18:00	-	19:00	0	0	27	27	80	0	0	80	22	0	66	88	0	0	0	0	195	195

LUC 525 **2500 students**
High School
Daily Traffic **4850** Assumes 0% Internal Capture **4850**

Time			Hourly Distribution	Enter %	Exit %	Hourly Traffic	Enter	Exit
6:00	-	7:00		10.4%	4.6%	363	252	111
7:00	-	8:00		31.3%	13.3%	1083	759	324
8:00	-	9:00		8.9%	4.0%	312	216	96
9:00	-	10:00		2.4%	2.6%	122	59	63
10:00	-	11:00		3.5%	3.5%	168	84	84
11:00	-	12:00		3.1%	2.6%	138	75	63
12:00	-	13:00		3.4%	4.7%	196	83	113
13:00	-	14:00		4.1%	4.4%	204	98	106
14:00	-	15:00		5.9%	3.9%	237	143	94
15:00	-	16:00		9.0%	27.9%	895	219	676
16:00	-	17:00		6.3%	8.7%	363	152	211
17:00	-	18:00		8.2%	12.7%	505	198	307
18:00	-	19:00		2.3%	4.8%	172	55	117

Total Trip Gen

Street				Lee Road				Lee Road				Site Access				--				Intersection	
Direction				Eastbound				Westbound				Northbound				Southbound				Hourly	Hour
TOD	Hourly Increment			L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	Total	Total
	Enter %					25%		75%													
	Exit %											25%		75%							
AM	6:00	-	7:00	0	0	63	63	189	0	0	189	28	0	83	111	0	0	0	0	363	363
	7:00	-	8:00	0	0	190	190	569	0	0	569	81	0	243	324	0	0	0	0	**1083**	1083
	8:00	-	9:00	0	0	54	54	162	0	0	162	24	0	72	96	0	0	0	0	312	312
	9:00	-	10:00	0	0	15	15	44	0	0	44	16	0	47	63	0	0	0	0	122	122
	10:00	-	11:00	0	0	21	21	63	0	0	63	21	0	63	84	0	0	0	0	168	168
Midday	11:00	-	12:00	0	0	19	19	56	0	0	56	16	0	47	63	0	0	0	0	138	138
	12:00	-	13:00	0	0	21	21	62	0	0	62	28	0	85	113	0	0	0	0	196	196
	13:00	-	14:00	0	0	25	25	74	0	0	74	27	0	80	107	0	0	0	0	206	206
	14:00	-	15:00	0	0	36	36	107	0	0	107	24	0	71	95	0	0	0	0	238	238
PM	15:00	-	16:00	0	0	55	55	164	0	0	164	169	0	507	676	0	0	0	0	895	895
	16:00	-	17:00	0	0	38	38	114	0	0	114	53	0	158	211	0	0	0	0	363	363
	17:00	-	18:00	0	0	50	50	149	0	0	149	77	0	230	307	0	0	0	0	**506**	506
	18:00	-	19:00	0	0	14	14	41	0	0	41	29	0	88	117	0	0	0	0	172	172

Intersection: **Lee Road and Site Access**
Control: Uncontrolled
Day: Wednesday
Date: 6/18/2025
Count by: Marr Traffic

2028 Future Projected Conditions

Street			Lee Road				Lee Road				Site Access				--				Intersection	
Direction			Eastbound				Westbound				Northbound				Southbound				Hourly Total	Rolling Hour Total
TOD	Hourly Increment		L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total		
AM	6:00	7:00	0	47	68	115	205	89	0	294	30	0	90	120	0	0	0	0	529	529
	7:00	8:00	0	77	295	372	883	84	0	967	156	0	469	625	0	0	0	0	**1964**	1964
	8:00	9:00	0	85	90	175	270	89	0	359	64	0	191	255	0	0	0	0	789	789
	9:00	10:00	0	62	19	81	57	67	0	124	21	0	61	82	0	0	0	0	287	287
	10:00	11:00	0	55	25	80	75	69	0	144	25	0	76	101	0	0	0	0	325	325
Midday	11:00	12:00	0	75	24	99	70	98	0	168	20	0	59	79	0	0	0	0	346	346
	12:00	13:00	0	60	26	86	76	71	0	147	32	0	98	130	0	0	0	0	363	363
	13:00	14:00	0	69	30	99	88	85	0	173	33	0	97	130	0	0	0	0	402	402
	14:00	15:00	0	66	62	128	185	81	0	266	37	0	109	146	0	0	0	0	540	540
PM	15:00	16:00	0	93	87	180	259	103	0	362	224	0	672	896	0	0	0	0	1438	1438
	16:00	17:00	0	142	57	199	170	104	0	274	71	0	212	283	0	0	0	0	756	756
	17:00	18:00	0	151	74	225	222	124	0	346	100	0	300	400	0	0	0	0	**971**	971
	18:00	19:00	0	0	41	41	121	0	0	121	51	0	154	205	0	0	0	0	367	367

Intersection: **Lee Road and Site Access**
Control: Uncontrolled
Day: Wednesday
Date: 6/18/2025
Count by: Marr Traffic

2028 Background

Street				Lee Road				Lee Road				Site Access				--				Intersection	
Direction				Eastbound				Westbound				Northbound				Southbound				Hourly	Rolling
TOD	Hourly Increment			L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	Total	Hour Total
AM	6:00	-	7:00	0	47	0	47	0	89	0	89	0	0	0	0	0	0	0	0	136	136
	7:00	-	8:00	0	77	0	77	0	84	0	84	0	0	0	0	0	0	0	0	**161**	161
	8:00	-	9:00	0	85	0	85	0	89	0	89	0	0	0	0	0	0	0	0	174	174
	9:00	-	10:00	0	62	0	62	0	67	0	67	0	0	0	0	0	0	0	0	129	129
	10:00	-	11:00	0	55	0	55	0	69	0	69	0	0	0	0	0	0	0	0	124	124
Midday	11:00	-	12:00	0	75	0	75	0	98	0	98	0	0	0	0	0	0	0	0	173	173
	12:00	-	13:00	0	60	0	60	0	71	0	71	0	0	0	0	0	0	0	0	131	131
	13:00	-	14:00	0	69	0	69	0	85	0	85	0	0	0	0	0	0	0	0	154	154
	14:00	-	15:00	0	66	0	66	0	81	0	81	0	0	0	0	0	0	0	0	147	147
PM	15:00	-	16:00	0	93	0	93	0	103	0	103	0	0	0	0	0	0	0	0	196	196
	16:00	-	17:00	0	142	0	142	0	104	0	104	0	0	0	0	0	0	0	0	246	246
	17:00	-	18:00	0	151	0	151	0	124	0	124	0	0	0	0	0	0	0	0	**275**	275
	18:00	-	19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Intersection: **Lee Road and Site Access**
Control: Uncontrolled
Day: Wednesday
Date: 6/18/2025
Count by: Marr Traffic

	Street			Lee Road			Lee Road			Site Access			--		
	Direction			Eastbound			Westbound			Northbound			Southbound		
TOD	Hourly Increment			L	T	R	L	T	R	L	T	R	L	T	R
AM	6:00	-	7:00	0	47	68	205	89	0	30	0	90	0	0	0
	7:00	-	8:00	0	77	295	883	84	0	156	0	469	0	0	0
	8:00	-	9:00	0	85	90	270	89	0	64	0	191	0	0	0
	9:00	-	10:00	0	62	19	57	67	0	21	0	61	0	0	0
	10:00	-	11:00	0	55	25	75	69	0	25	0	76	0	0	0
Midday	11:00	-	12:00	0	75	24	70	98	0	20	0	59	0	0	0
	12:00	-	13:00	0	60	26	76	71	0	32	0	98	0	0	0
	13:00	-	14:00	0	69	30	88	85	0	33	0	97	0	0	0
	14:00	-	15:00	0	66	62	185	81	0	37	0	109	0	0	0
PM	15:00	-	16:00	0	93	87	259	103	0	224	0	672	0	0	0
	16:00	-	17:00	0	142	57	170	104	0	71	0	212	0	0	0
	17:00	-	18:00	0	151	74	222	124	0	100	0	300	0	0	0
	18:00	-	19:00	0	0	41	121	0	0	51	0	154	0	0	0

Intersection: **Lee Road and Rocky Fork Road**
Control: All-Way Stop-Controlled
Day: Wednesday
Date: 6/18/2025
Count by: Marr Traffic

2025 Existing

Street				Lee Road				Lee Road				Rocky Fork Road				Rocky Fork Road				Intersection	
Direction				Eastbound				Westbound				Northbound				Southbound				15-Min	Rolling
TOD	15-Min Increment			L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	Total	Hour Total
AM	6:00	-	6:15	3	6	0	9	3	9	0	12	0	5	0	5	0	20	6	26	52	314
	6:15	-	6:30	6	4	0	10	2	12	0	14	2	14	0	16	0	28	7	35	75	345
	6:30	-	6:45	7	11	6	24	4	15	0	19	1	12	0	13	0	20	10	30	86	371
	6:45	-	7:00	11	4	5	20	6	14	1	21	2	18	2	22	0	31	7	38	101	376
	7:00	-	7:15	14	9	0	23	0	7	1	8	0	22	0	22	1	23	6	30	83	390
	7:15	-	7:30	15	6	0	21	4	12	0	16	0	21	0	21	0	35	8	43	101	391
	7:30	-	7:45	15	10	0	25	7	9	2	18	1	12	3	16	1	21	10	32	91	373
	7:45	-	8:00	17	4	5	26	3	14	1	18	1	33	1	35	1	25	10	36	115	346
	8:00	-	8:15	7	17	0	24	1	6	1	8	7	6	5	18	0	27	7	34	84	303
	8:15	-	8:30	9	8	4	21	2	9	1	12	6	14	0	20	0	25	5	30	83	277
	8:30	-	8:45	10	10	4	24	0	8	0	8	0	11	0	11	0	13	8	21	64	254
	8:45	-	9:00	10	8	3	21	3	8	0	11	6	18	1	25	0	11	4	15	72	253
	9:00	-	9:15	3	9	0	12	0	9	0	9	5	15	0	20	0	13	4	17	58	265
	9:15	-	9:30	9	6	4	19	1	10	0	11	2	5	0	7	0	18	5	23	60	267
	9:30	-	9:45	5	9	3	17	0	10	1	11	1	14	2	17	0	14	4	18	63	270
	9:45	-	10:00	11	13	2	26	5	11	0	16	3	16	0	19	0	21	2	23	84	260
	10:00	-	10:15	3	19	0	22	3	9	0	12	3	8	2	13	1	7	5	13	60	243
	10:15	-	10:30	7	3	2	12	3	6	0	9	3	16	1	20	0	13	9	22	63	249
	10:30	-	10:45	3	10	2	15	1	4	0	5	3	10	1	14	0	15	4	19	53	258
	10:45	-	11:00	7	3	1	11	2	10	0	12	2	13	2	17	1	20	6	27	67	294
Midday	11:00	-	11:15	7	7	3	17	1	8	0	9	2	13	2	17	1	16	6	23	66	302
	11:15	-	11:30	13	8	2	23	0	6	0	6	2	10	1	13	1	18	11	30	72	300
	11:30	-	11:45	7	12	5	24	2	9	0	11	9	21	3	33	0	13	8	21	89	300
	11:45	-	12:00	8	7	0	15	2	14	0	16	3	17	2	22	0	14	8	22	75	293
	12:00	-	12:15	7	2	4	13	0	5	0	5	1	17	2	20	0	19	7	26	64	286
	12:15	-	12:30	9	8	2	19	0	7	0	7	2	15	1	18	0	17	11	28	72	279
	12:30	-	12:45	9	11	3	23	0	13	0	13	2	16	3	21	1	12	12	25	82	290
	12:45	-	13:00	3	12	1	16	1	14	0	15	0	16	0	16	0	16	5	21	68	288
	13:00	-	13:15	6	9	1	16	1	9	2	12	0	11	0	11	1	12	5	18	57	287
	13:15	-	13:30	15	11	0	26	0	15	0	15	4	14	2	20	0	9	13	22	83	300
	13:30	-	13:45	8	12	2	22	0	9	0	9	0	9	2	11	0	26	12	38	80	284
	13:45	-	14:00	7	7	4	18	1	10	0	11	4	13	0	17	0	15	6	21	67	276
	14:00	-	14:15	9	7	0	16	3	8	0	11	6	12	0	18	0	16	9	25	70	292
	14:15	-	14:30	3	11	1	15	1	13	0	14	3	11	2	16	0	14	8	22	67	319
	14:30	-	14:45	15	8	5	28	1	8	0	9	1	11	1	13	0	14	8	22	72	339
	14:45	-	15:00	10	7	1	18	1	8	0	9	2	22	0	24	1	19	12	32	83	359
PM	15:00	-	15:15	10	10	2	22	1	15	0	16	6	21	2	29	0	18	12	30	97	370
	15:15	-	15:30	18	11	1	30	1	11	1	13	1	15	4	20	0	22	2	24	87	370
	15:30	-	15:45	13	12	1	26	0	13	0	13	3	19	2	24	0	18	11	29	92	382
	15:45	-	16:00	11	6	2	19	2	9	0	11	3	18	2	23	0	24	17	41	94	417
	16:00	-	16:15	11	14	3	28	1	13	0	14	4	20	2	26	0	19	10	29	97	470
	16:15	-	16:30	11	9	2	22	1	14	0	15	2	24	1	27	0	24	11	35	99	515
	16:30	-	16:45	14	17	6	37	2	16	0	18	2	31	4	37	0	22	13	35	127	567
	16:45	-	17:00	19	18	6	43	2	15	0	17	1	37	6	44	3	26	14	43	147	569
	17:00	-	17:15	13	22	5	40	4	9	0	13	11	32	3	46	2	22	19	43	142	538
	17:15	-	17:30	14	14	3	31	2	14	0	16	6	45	2	53	2	32	17	51	151	396
	17:30	-	17:45	13	21	6	40	1	9	0	10	3	28	3	34	0	30	15	45	129	245
	17:45	-	18:00	16	21	2	39	2	10	1	13	1	31	4	36	0	18	10	28	116	116
	18:00	-	18:15				0				0				0				0	0	0
	18:15	-	18:30				0				0				0				0	0	0
	18:30	-	18:45				0				0				0				0	0	0
	18:45	-	19:00				0				0				0				0	0	0
AM	7:15	-	8:15	54	37	5	96	15	41	4	60	9	72	9	90	2	108	35	145		391
PM	15:45	-	16:45	47	46	13	106	6	52	0	58	11	93	9	113	0	89	51	140		417

Intersection: **Lee Road and Rocky Fork Road**
Control: All-Way Stop-Controlled
Day: Wednesday
Date: 6/18/2025
Count by: Marr Traffic

2025 Existing

Street			Lee Road				Lee Road				Rocky Fork Road				Rocky Fork Road				Intersection	
Direction			Eastbound				Westbound				Northbound				Southbound				Hourly Total	Rolling Hour Total
TOD	Hourly Increment		L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total		
AM	6:00	7:00	27	25	11	63	15	50	1	66	5	49	2	56	0	99	30	129	314	314
	7:00	8:00	61	29	5	95	14	42	4	60	2	88	4	94	3	104	34	141	390	390
	8:00	9:00	36	43	11	90	6	31	2	39	19	49	6	74	0	76	24	100	303	303
	9:00	10:00	28	37	9	74	6	40	1	47	11	50	2	63	0	66	15	81	265	265
	10:00	11:00	20	35	5	60	9	29	0	38	11	47	6	64	2	55	24	81	243	243
Midday	11:00	12:00	35	34	10	79	5	37	0	42	16	61	8	85	2	61	33	96	302	302
	12:00	13:00	28	33	10	71	1	39	0	40	5	64	6	75	1	64	35	100	286	286
	13:00	14:00	36	39	7	82	2	43	2	47	8	47	4	59	1	62	36	99	287	287
	14:00	15:00	37	33	7	77	6	37	0	43	12	56	3	71	1	63	37	101	292	292
PM	15:00	16:00	52	39	6	97	4	48	1	53	13	73	10	96	0	82	42	124	370	370
	16:00	17:00	55	58	17	130	6	58	0	64	9	112	13	134	3	91	48	142	470	470
	17:00	18:00	56	78	16	150	9	42	1	52	21	136	12	169	4	102	61	167	538	538
	18:00	19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Intersection: **Lee Road and Rocky Fork Road**
Control: All-Way Stop-Controlled
Day: Wednesday
Date: 6/18/2025
Count by: Marr Traffic

2028 Background Growth 27% (3 years at 9%)

Street			Lee Road				Lee Road				Rocky Fork Road				Rocky Fork Road				Intersection	
Direction			Eastbound				Westbound				Northbound				Southbound				Hourly Total	Rolling Hour Total
TOD	Hourly Increment		L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total		
AM	6:00	7:00	34	32	14	80	19	64	1	84	6	62	3	71	0	126	38	164	399	399
	7:00	8:00	77	37	6	120	18	53	5	76	3	112	5	120	4	132	43	179	495	495
	8:00	9:00	46	55	14	115	8	39	3	50	24	62	8	94	0	97	30	127	386	386
	9:00	10:00	36	47	11	94	8	51	1	60	14	64	3	81	0	84	19	103	338	338
	10:00	11:00	25	44	6	75	11	37	0	48	14	60	8	82	3	70	30	103	308	308
Midday	11:00	12:00	44	43	13	100	6	47	0	53	20	77	10	107	3	77	42	122	382	382
	12:00	13:00	36	42	13	91	1	50	0	51	6	81	8	95	1	81	44	126	363	363
	13:00	14:00	46	50	9	105	3	55	3	61	10	60	5	75	1	79	46	126	367	367
	14:00	15:00	47	42	9	98	8	47	0	55	15	71	4	90	1	80	47	128	371	371
PM	15:00	16:00	66	50	8	124	5	61	1	67	17	93	13	123	0	104	53	157	471	471
	16:00	17:00	70	74	22	166	8	74	0	82	11	142	17	170	4	116	61	181	599	599
	17:00	18:00	71	99	20	190	11	53	1	65	27	173	15	215	5	130	77	212	682	682
	18:00	19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LUC 522 **1200 students**

Middle School/Junior High School

Daily Traffic **2508** Assumes 0% Internal Capture **2508**

Time			Hourly Distribution	Enter %	Exit %	Hourly Traffic	Enter	Exit
6:00	-	7:00		1.7%	0.7%	30	21	9
7:00	-	8:00		33.4%	24.0%	719	418	301
8:00	-	9:00		11.5%	12.7%	303	144	159
9:00	-	10:00		1.4%	1.4%	35	17	18
10:00	-	11:00		1.3%	1.4%	33	16	17
11:00	-	12:00		1.4%	1.3%	34	18	16
12:00	-	13:00		1.5%	1.4%	36	19	17
13:00	-	14:00		1.5%	1.8%	40	18	22
14:00	-	15:00		8.3%	4.1%	155	104	51
15:00	-	16:00		10.1%	17.5%	347	127	220
16:00	-	17:00		6.0%	5.8%	147	75	72
17:00	-	18:00		7.7%	7.4%	190	97	93
18:00	-	19:00		8.5%	7.0%	194	106	88

Total Trip Gen

Street				Lee Road				Lee Road				Rocky Fork Road				Rocky Fork Road				Intersection	
Direction				Eastbound				Westbound				Northbound				Southbound				Hourly	Hour
TOD	Hourly Increment			L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	Total	Total
			Enter %						25%			25%						25%			
			Exit %	25%	25%	25%															
AM	6:00	-	7:00	2	2	2	6	0	5	0	5	5	0	0	5	0	0	5	5	21	21
	7:00	-	8:00	75	75	75	225	0	105	0	105	105	0	0	105	0	0	105	105	**540**	540
	8:00	-	9:00	40	40	40	120	0	36	0	36	36	0	0	36	0	0	36	36	228	228
	9:00	-	10:00	5	5	5	15	0	4	0	4	4	0	0	4	0	0	4	4	27	27
	10:00	-	11:00	4	4	4	12	0	4	0	4	4	0	0	4	0	0	4	4	24	24
Midday	11:00	-	12:00	4	4	4	12	0	5	0	5	5	0	0	5	0	0	5	5	27	27
	12:00	-	13:00	4	4	4	12	0	5	0	5	5	0	0	5	0	0	5	5	27	27
	13:00	-	14:00	6	6	6	18	0	5	0	5	5	0	0	5	0	0	5	5	33	33
	14:00	-	15:00	13	13	13	39	0	26	0	26	26	0	0	26	0	0	26	26	117	117
PM	15:00	-	16:00	55	55	55	165	0	32	0	32	32	0	0	32	0	0	32	32	261	261
	16:00	-	17:00	18	18	18	54	0	19	0	19	19	0	0	19	0	0	19	19	111	111
	17:00	-	18:00	23	23	23	69	0	24	0	24	24	0	0	24	0	0	24	24	**141**	141
	18:00	-	19:00	22	22	22	66	0	27	0	27	27	0	0	27	0	0	27	27	147	147

LUC 525 **2500 students**
High School
Daily Traffic **4850** Assumes 0% Internal Capture **4850**

Time			Hourly Distribution	Enter %	Exit %	Hourly Traffic	Enter	Exit
6:00	-	7:00		10.4%	4.6%	363	252	111
7:00	-	8:00		31.3%	13.3%	1083	759	324
8:00	-	9:00		8.9%	4.0%	312	216	96
9:00	-	10:00		2.4%	2.6%	122	59	63
10:00	-	11:00		3.5%	3.5%	168	84	84
11:00	-	12:00		3.1%	2.6%	138	75	63
12:00	-	13:00		3.4%	4.7%	196	83	113
13:00	-	14:00		4.1%	4.4%	204	98	106
14:00	-	15:00		5.9%	3.9%	237	143	94
15:00	-	16:00		9.0%	27.9%	895	219	676
16:00	-	17:00		6.3%	8.7%	363	152	211
17:00	-	18:00		8.2%	12.7%	505	198	307
18:00	-	19:00		2.3%	4.8%	172	55	117

Total Trip Gen

Street				Lee Road				Lee Road				Rocky Fork Road				Rocky Fork Road				Intersection	
Direction				Eastbound				Westbound				Northbound				Southbound				Hourly Total	Hour Total
TOD	Hourly Increment			L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total		
	Enter %								25%			25%						25%			
	Exit %			25%	25%	25%															
AM	6:00	-	7:00	28	28	28	84	0	63	0	63	63	0	0	63	0	0	63	63	273	273
	7:00	-	8:00	81	81	81	243	0	190	0	190	190	0	0	190	0	0	190	190	**813**	813
	8:00	-	9:00	24	24	24	72	0	54	0	54	54	0	0	54	0	0	54	54	234	234
	9:00	-	10:00	16	16	16	48	0	15	0	15	15	0	0	15	0	0	15	15	93	93
	10:00	-	11:00	21	21	21	63	0	21	0	21	21	0	0	21	0	0	21	21	126	126
Midday	11:00	-	12:00	16	16	16	48	0	19	0	19	19	0	0	19	0	0	19	19	105	105
	12:00	-	13:00	28	28	28	84	0	21	0	21	21	0	0	21	0	0	21	21	147	147
	13:00	-	14:00	27	27	27	81	0	25	0	25	25	0	0	25	0	0	25	25	156	156
	14:00	-	15:00	24	24	24	72	0	36	0	36	36	0	0	36	0	0	36	36	180	180
PM	15:00	-	16:00	169	169	169	507	0	55	0	55	55	0	0	55	0	0	55	55	672	672
	16:00	-	17:00	53	53	53	159	0	38	0	38	38	0	0	38	0	0	38	38	273	273
	17:00	-	18:00	77	77	77	231	0	50	0	50	50	0	0	50	0	0	50	50	**381**	381
	18:00	-	19:00	29	29	29	87	0	14	0	14	14	0	0	14	0	0	14	14	129	129

Intersection: **Lee Road and Rocky Fork Road**
Control: All-Way Stop-Controlled
Day: Wednesday
Date: 6/18/2025
Count by: Marr Traffic

2028 Future Projected Conditions

Street			Lee Road				Lee Road				Rocky Fork Road				Rocky Fork Road				Intersection	
Direction			Eastbound				Westbound				Northbound				Southbound				Hourly Total	Rolling Hour Total
TOD	Hourly Increment		L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total		
AM	6:00	7:00	64	62	44	170	19	132	1	152	74	62	3	139	0	126	106	232	693	693
	7:00	8:00	233	193	162	588	18	348	5	371	298	112	5	415	4	132	338	474	**1848**	1848
	8:00	9:00	110	119	78	307	8	129	3	140	114	62	8	184	0	97	120	217	848	848
	9:00	10:00	57	68	32	157	8	70	1	79	33	64	3	100	0	84	38	122	458	458
	10:00	11:00	50	69	31	150	11	62	0	73	39	60	8	107	3	70	55	128	458	458
Midday	11:00	12:00	64	63	33	160	6	71	0	77	44	77	10	131	3	77	66	146	514	514
	12:00	13:00	68	74	45	187	1	76	0	77	32	81	8	121	1	81	70	152	537	537
	13:00	14:00	79	83	42	204	3	85	3	91	40	60	5	105	1	79	76	156	556	556
	14:00	15:00	84	79	46	209	8	109	0	117	77	71	4	152	1	80	109	190	668	668
PM	15:00	16:00	290	274	232	796	5	148	1	154	104	93	13	210	0	104	140	244	1404	1404
	16:00	17:00	141	145	93	379	8	131	0	139	68	142	17	227	4	116	118	238	983	983
	17:00	18:00	171	199	120	490	11	127	1	139	101	173	15	289	5	130	151	286	**1204**	1204
	18:00	19:00	51	51	51	153	0	41	0	41	41	0	0	41	0	0	41	41	276	276

Intersection: **Lee Road and Rocky Fork Road**
Control: All-Way Stop-Controlled
Day: Wednesday
Date: 6/18/2025
Count by: Marr Traffic

2028 Background

Street			Lee Road				Lee Road				Rocky Fork Road				Rocky Fork Road				Intersection	
Direction			Eastbound				Westbound				Northbound				Southbound				Hourly	Rolling
TOD	Hourly Increment		L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	Total	Hour Total
AM	6:00	7:00	34	32	14	80	19	64	1	84	6	62	3	71	0	126	38	164	399	399
	7:00	8:00	77	37	6	120	18	53	5	76	3	112	5	120	4	132	43	179	**495**	495
	8:00	9:00	46	55	14	115	8	39	3	50	24	62	8	94	0	97	30	127	386	386
	9:00	10:00	36	47	11	94	8	51	1	60	14	64	3	81	0	84	19	103	338	338
	10:00	11:00	25	44	6	75	11	37	0	48	14	60	8	82	3	70	30	103	308	308
Midday	11:00	12:00	44	43	13	100	6	47	0	53	20	77	10	107	3	77	42	122	382	382
	12:00	13:00	36	42	13	91	1	50	0	51	6	81	8	95	1	81	44	126	363	363
	13:00	14:00	46	50	9	105	3	55	3	61	10	60	5	75	1	79	46	126	367	367
	14:00	15:00	47	42	9	98	8	47	0	55	15	71	4	90	1	80	47	128	371	371
PM	15:00	16:00	66	50	8	124	5	61	1	67	17	93	13	123	0	104	53	157	471	471
	16:00	17:00	70	74	22	166	8	74	0	82	11	142	17	170	4	116	61	181	599	599
	17:00	18:00	71	99	20	190	11	53	1	65	27	173	15	215	5	130	77	212	**682**	682
	18:00	19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Intersection: **Lee Road and Rocky Fork Road**
Control: All-Way Stop-Controlled
Day: Wednesday
Date: 6/18/2025
Count by: Marr Traffic

Street				Lee Road			Lee Road			Rocky Fork Road			Rocky Fork Road		
Direction				Eastbound			Westbound			Northbound			Southbound		
TOD	Hourly Increment			L	T	R	L	T	R	L	T	R	L	T	R
AM	6:00	-	7:00	64	62	44	19	132	1	74	62	3	0	126	106
	7:00	-	8:00	233	193	162	18	348	5	298	112	5	4	132	338
	8:00	-	9:00	110	119	78	8	129	3	114	62	8	0	97	120
	9:00	-	10:00	57	68	32	8	70	1	33	64	3	0	84	38
	10:00	-	11:00	50	69	31	11	62	0	39	60	8	3	70	55
Midday	11:00	-	12:00	64	63	33	6	71	0	44	77	10	3	77	66
	12:00	-	13:00	68	74	45	1	76	0	32	81	8	1	81	70
	13:00	-	14:00	79	83	42	3	85	3	40	60	5	1	79	76
	14:00	-	15:00	84	79	46	8	109	0	77	71	4	1	80	109
PM	15:00	-	16:00	290	274	232	5	148	1	104	93	13	0	104	140
	16:00	-	17:00	141	145	93	8	131	0	68	142	17	4	116	118
	17:00	-	18:00	171	199	120	11	127	1	101	173	15	5	130	151
	18:00	-	19:00	51	51	51	0	41	0	41	0	0	0	0	41

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.j.
Department: Public Works
Date: January 13, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with S&W Contracting Company LLC for construction of pedestrian buttons at the intersection of Old Nashville Highway and Hazelwood Drive.

Fiscal Impact:
This project was budgeted for $350,000 in the 2026 fiscal year under GL Account number 320-43100-949. The lowest responsive bidder is S&W at $105,300. This contract includes the pedestrian signals and buttons, conduit, and wiring. It excludes concrete and striping. The remaining budget will be used for the concrete islands, detectable warnings, and striping, and will be performed by a separate contractor.

Contract Type:
Original Contract

Contract Term (if applicable):
All work is expected to be complete within 150 days of Notice To Proceed which is expected to take place within 2 weeks after this contract is approved by Town Council.

Background:
This intersection at Old Nashville Highway and Hazelwood is identified in the ADA Self-Evaluation as needing to be upgraded with a pedestrian signal. Additionally, we have had calls and email requests for a pedestrian signal at this intersection. This project will help provide the required ADA compliance at this intersection.

Summary:
The lowest responsive bidder is S&W at $105,300. The contract includes the pedestrian signals and buttons, conduit, and wiring. It excludes concrete and striping. The remaining budget will be used for the concrete islands, detectable warnings, and striping, and will be performed by a separate contractor. This contract is just for the pedestrian signal at the intersection. Since this is already a signalized intersection there will not be a need for upgrades in the traffic cabinet. While the pedestrian signals and buttons are being installed, our annual concrete and striping contractor will install the remaining components.

Recommended Council Action:

Staff recommends Town Council approve the Mayor to sign the contract.

Attachments:

1. S & W Contracting Company LLC
2. Pedestrian Signal at ONH and Hazelwood Dr Bid Tabulation

LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations for addition of the pedestrian signal at Old Nashville Highway and Hazelwood Drive. Bidders shall submit sealed proposals in the format specified in the Invitation to Submit Quotations no later than 2:30 p.m. December 11, 2025 at which time proposals will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Smyrna Town Hall during regular business hours or www.townofsmyrna.org. Quotations should be mailed or hand delivered to:

Sierra Lowry
Smyrna Town Hall
Sealed Bid for Pedestrian Signal
December 11, 2025 @ 2:30 p.m.
315 South Lowry Street
Smyrna, TN 37167

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

All Bidders must be licensed Contractors in the State of Tennessee in strict accordance with State regulations. All bidders shall comply with the Tennessee Contractor' License law Section 62-6-119 (Bid documents - Required disclosure by bidders) when submitting bids. Please refer to State Licensing Board website for all applicable licensing laws, https://www.tn.gov/commerce/regboards/contractor.

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

SUBMITTED BY: SIERRA LOWRY
FINANCE DIRECTOR

TO BE RUN: DECEMBER 2, 2025

TABLE OF CONTENTS

		Page
Section I	- General Information	3
Section II	- Specifications	4
Section III	- Price Quotation	9
	Agreement & Required Forms	10-21
Section IV	- Specification Compliance	22

SECTION I - GENERAL INFORMATION

A. The Town of Smyrna desires quotations on the addition of a pedestrian signal based on the enclosed construction plans at the intersection of Old Nashville Highway and Hazelwood Drive. Contractor is required to coordinate all work with the Town of Smyrna and TDOT.

Questions should be directed to Tom Rose, Public Works Director, Office (615) 459-9742 extension 2163 or E-mail: tom.rose@townofsmyrna.org.

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

Location of project:
Old Nashville Highway and Hazelwood Drive

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

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

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

E. Successful bidder will be expected to enter into a contract Agreement with the Town of Smyrna. Agreement shall be signed and attested (but not dated) by the proper business representative and submitted with the bid proposal.

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

G. The Town is a tax-exempt organization.

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

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

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

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

SECTION II - SPECIFICATIONS FOR PEDESTRIAN SIGNAL

SCOPE OF WORK:

This project is to add a pedestrian signal at the intersection of Old Nashville Highway and Hazelwood Drive based on the enclosed construction plans and the current version of the TDOT Road and Bridge Manual.

GENERAL REQUIREMENTS

1. All vendors can visit the site at intersection of Old Nashville Highway and Hazelwood Drive in Smyrna. Call Jonathan Hemenway at 615-459-9766 to schedule an appointment if you need him on-site.
2. Contractor is responsible for locating all utilities in the work area and is responsible for repair to any damaged utilities or facilities.
3. Contractor will work with our annual concrete contractor, striping contractor, and Town of Smyrna Streets, Public Works, and Building and Grounds Departments for all other work.
4. Vendor / Contractor is responsible for clean up of any debris or damage from their work on the project.
5. The Director of Public Works or his designee will perform final inspection before last invoice is paid. Any problems will be communicated to the contractor.

CONSTRUCTION TO INCLUDE:

A. Modifications to traffic signal cabinet
B. Installation of pedestrian signals with signal wire
C. Traffic control
D. TDOT approval for work in the ROW

EXCLUDED FROM PROJECT:

A. Layout engineering
B. Electrical service connection
C. Concrete refuse islands
D. Roadway striping

QUALITY ASSURANCE

A. Fabricate members in accordance with standard industry practice.

QUALIFICATIONS

A. Contractor shall have proper licensing for work
B. Contractor shall be responsible for all materials, whether furnished by himself or a subcontractor, and proper storage of the same.

REGULATORY REQUIREMENTS

A. Contractor shall be responsible for compliance with all applicable building codes and ordinances covering the work.
B. Contractor shall cooperate with regulatory agencies or authorities to provide data as requested.

FIELD MEASUREMENTS

A. Field measurements shall be taken to verify that components match MTE details. Pole Locations will be staked by MTE.

CERTIFICATIONS

A. Certifications shall be tendered upon request.

WARRANTY

A. No Warranty is required.

INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

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

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

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

   a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor.

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

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

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

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

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

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

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

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

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

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

F. SUBCONTRACTORS

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

G. WORKERS' COMPENSATION INDEMNITY

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

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

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

The contractor further agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of their defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death or damage to

property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the contractor and/or its agents, employees, subcontractors, representative of the Town under this agreement.

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

APPLICABLE LAW:

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

SMYRNA BUSINESS LICENSE

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

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

If the person has no established physical location, outlet, or other place of business in the state, then such receipts will not be subject to the municipal business tax. Receipts from all taxable sales of any services or tangible personal property by a provider of video programming services will be sourced to the municipality where the property or service is received by the customer regardless of whether or not the provider has a physical location, outlet, or other place of business in that municipality.

Compensation of more than $100,000 from contracts performed in one municipality by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that municipality and the tax from such contracts will be distributed to that municipality. Compensation of $50,000 or less from contracts performed in one municipality by such person will be sourced to the municipality of the person's domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will not be subject to the municipal business tax. (*from Tennessee Business Tax Guide/ Tenn. Dept. of*

Revenue 2019; *See also, Tennessee Works Tax Act (2023), Public Chapter 377, 2023 Session of the 113th General Assembly*)

SECTION III – PRICE QUOTATION PEDESTRIAN SIGNAL

TOTAL LUMP SUM: $ 105,300

TOTAL LUMP SUM (WRITTEN AMOUNT): $105,300.00

NUMBER OF DAYS TO COMPLETE JOB FROM NOTICE TO PROCEED 150

LIQUIDATED DAMAGES:

Owner and contractor recognize that time is of the essence of this agreement. Work is to be completed by the number of days stated on the Price Quotation page or agreed upon a date between the contractor and the Town. Bidders must agree to pay $200 per day each calendar day thereafter. Acts of God, unusual weather, etc. will be coordinated between the contractor and the Town. The Town will be the sole judge as to whether the work has been completed within the allotted time.



AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20____, by and between _____, a _____ _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Price Assurance: Unless specifically stated in this Agreement or other bid documents, the bid price shall be valid for the full term of this Agreement. If the Bidder, specifically states that he, she or it cannot honor the bid price for the full term of this Agreement; then this Agreement is voidable at the sole discretion of the Town, if at any time during the full term of this Agreement, Bidder requests

to raise the bid price. If the Town elects to void this Agreement, at its sole discretion, it shall not be deemed to be a breach of the contract by either party.

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

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

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

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

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

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

TOWN OF SMYRNA, TENNESSEE

By: _____
Name: Mary Esther Reed
Title: Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

BIDDER:

By: _____
Title: _____

ATTEST:

_____

TOWN OF SMYRNA

TITLE VI COMPLIANCE SURVEY

The Town of Smyrna intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964; 49 CFT, PART 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information:

NAME OF COMPANY: S&W Contracting Company LLC

NAME OF OWNER/CONTRACTOR: David Counts

ADDRESS OF OWNER/CONTRACTOR: 952 New Salem Rd. Murfreesboro, Tn

COUNTY: Rutherford

TYPE OF SERVICES PROVIDED: Electrical and Traffic Signal

CONTRACT: Jeffrey Reed 615-207-4471

OWNER/CONTRACTOR (Race/Gender)	
White Male	X
White Female	
African-American Male	
African-American Female	
Hispanic Male	
Hispanic Female	
Native American Male	
Native American Female	
Asian-American Male	
Asian-American Female	
Other _____ Male	
Other _____ Females	

EMPLOYEES (Number in each category)	
White Males	120
White Females	6
African-American Males	15
African-American Females	0
Hispanic Males	30
Hispanic Females	10
Native American Males	0
Native American Females	0
Asian-American Males	4
Asian-American Females	0
Other _____ Males	4
Other _____ Females	4

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-DISCRIMINATION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or Other Project,

---

1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification, if awarded a contract for this project, agrees in performance of work:

2. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, religion, sex, national origin, age, or disability:

3. to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the Town;

4. require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name S&W Contracting Company LLC Date 12/10/25

Signature Jeffrey Reed Title Project Manager

Printed or typed name and title

AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF Rutherford OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for S&W Contracting Company LLC;
2. That the bidding entity has submitted a bid to the Town of Smyrna for the construction of Pedestrian Signals;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with §50-9-113, *Tennessee Code Annotated.*
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

Jeffrey Reed
AFFIANT

SUBSCRIBED AND SWORN TO before me this 10 day of December, 2025.

NANCY MACHELLE SWAFFORD
STATE OF TENNESSEE
NOTARY PUBLIC
My Commission Expires on 12/02/2028
RUTHERFORD COUNTY

Nancy Machelle Swafford
NOTARY PUBLIC

My Commission expires: 12/02/28

50-9-113. State and local government construction contracts.

(a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.

(b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.

(c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.

(d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch.918,§§ 1,2.]

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction Project,

_____

1. the undersigned states that he does not knowingly utilize the services of **illegal immigrants** in the performance of a contract for goods or services entered into with the Town of Smyrna:

2. and will not knowingly utilize the services of any subcontractor who will utilize the services of **illegal immigrants** in the performance of the contract;

3. If any person who contracts to supply goods or services to the Town of Smyrna or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of **illegal immigrants** in the performance of the contract to supply goods or services to the Town of Smyrna, the Town of Smyrna shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the Town of Smyrna for a period of one (1) year from the date of discovery of the usage of **illegal** immigrant services in the performance of a contract to supply goods or services to the Town of Smyrna

Contractor's Name S&W Contracting Company LLC Date 12/10/25

Signature Jeffrey Reed Title Project Manager

Printed or typed name and title

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-COLLUSION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or Other Project:

_____

the undersigned hereby declares that no person or party other than the undersigned has any interest whatever in the submitted bid proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

Contractor's Name S&W Contracting Company LLC Date 12/10/25

Signature Jeffrey Reed Title Project Manager

Printed or typed name and title

SECTION IV - SPECIFICATION COMPLIANCE

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

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

Proposal Exceptions

Section	Brief Description
	Quoted Pedestrian Signal Install Only

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

S&W Contracting Company LLC
COMPANY

615-207-4471
TELEPHONE NUMBER

Jeffrey Reed
REPRESENTATIVE NAME

Project Manager
REPRESENTATIVE TITLE

Jeffrey Reed
SIGNATURE

jreed@sandwcontracting.com
E-MAIL ADDRESS

PEDESTRIAN SIGNAL AT OLD NASHVILLE HIGHWAY AND HAZELWOOD DRIVE BID TAB

DECEMBER 11, 2025 @ 2:30 P.M.

	S&W Contracting	Stansell Electric		
TOTAL LUMP SUM COST	$105,300.00	$208,000.00		

ATTENDEES / COMPANY:

Tom Ross	TDS
Trent Leaver	Stansell
Sierra Lowry	TDS
Beth Morris	TDS

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 6.k.
Department: Information Systems
Date: January 13, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a quote from CDWG for a 3-year renewal of the Google Workspace agreement.

Fiscal Impact:
This is a budgeted item in the Information Services Department Operating Budget. The amounts listed may increase slightly over the 3-year term, as the cost is per employee. The total 3 years of payments at current licensing rates is $358,642.50. The annual fee for the current licensing is $119,547.

Contract Type:
Contract Renewal

Contract Term (if applicable):
This is a 3-year agreement with annual payments. This renewal is at the exact same cost per employee as our current 3-year agreement. This is a favorable rate, as all Google Workspace rates were set to increase by at least 20% after they added Gemini AI to the Workspace bundle. At the end of this agreement, we will have had 6 years with zero price increase.

Background:
Google Workspace is our enterprise productivity and collaboration system providing functions including email, calendering, chat, collaboration, storage, word processing, spreadsheets, presentations, conferencing, Artifical Intelligence and many more. The town has utilized this platform since before my arrival. This is our preferred platform due to cost-effectiveness, security and functionality. This platform continues to gain market share that now exceeds 50%. Based on management request, we have compared this platform to Microsoft 365 multiple times with the decision to stay on the Workspace platform each time.

Summary:
In the market, the two major players are Google Workspace and Microsoft 365. The Workspace platform continues to gain market share and has a strong presence in the SMB and Education spaces. This trend, especially in the education space, will likely continue to propel market share gains as many entering the workforce have more experience with Google's tools, and its platform offers significant cost and security

advantages. Microsoft dominates the large-business segment, where the cost of the product and the administrative support required to manage the tools are higher.

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

Attachments:
1. 2026 Google 3 Year
2. Google Workspace HIPAA Business Associate Amendment

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
PRJV445	11/17/2025	GOOGLE WORKSPACE 3-YR	3382724	$358,642.50

IMPORTANT - PLEASE READ

Special Instructions: Google Workspace BAA (to be accepted through Admin Console): https://workspace.google.com/terms/2015/1/hipaa_baa.html

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
GOOGLE WORKSPACE ENT PLUS Mfg. Part#: GAPPS-ENT-PLUS-1USER-1MO Start Date: 03/06/2026 End Date: 03/05/2027 Electronic distribution - NO MEDIA Contract: MARKET	560	6335314	$181.00	$101,360.00
Google Workspace Enterprise Plus - subscription license (1 month) - 1 archi Mfg. Part#: GAPPS-AU-ENT-PLUS-1USER-1MO Start Date: 03/06/2026 End Date: 03/05/2027 Electronic distribution - NO MEDIA Contract: MARKET	375	6745579	$48.50	$18,187.50
GOOGLE WORKSPACE ENT PLUS Mfg. Part#: GAPPS-ENT-PLUS-1USER-1MO Start Date: 03/06/2027 End Date: 03/05/2028 Electronic distribution - NO MEDIA Contract: MARKET	560	6335314	$181.00	$101,360.00
Google Workspace Enterprise Plus - subscription license (1 month) - 1 archi Mfg. Part#: GAPPS-AU-ENT-PLUS-1USER-1MO Start Date: 03/06/2027 End Date: 03/05/2028 Electronic distribution - NO MEDIA Contract: MARKET	375	6745579	$48.50	$18,187.50
GOOGLE WORKSPACE ENT PLUS Mfg. Part#: GAPPS-ENT-PLUS-1USER-1MO Start Date: 03/06/2028 End Date: 03/05/2029 Electronic distribution - NO MEDIA Contract: MARKET	560	6335314	$181.00	$101,360.00

QUOTE DETAILS (CONT.)				
Google Workspace Enterprise Plus - subscription license (1 month) - 1 archi Mfg. Part#: GAPPS-AU-ENT-PLUS-1USER-1MO Start Date: 03/06/2028 End Date: 03/05/2029 Electronic distribution - NO MEDIA Contract: MARKET	375	6745579	$48.50	$18,187.50

SUBTOTAL	$358,642.50
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$358,642.50**

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

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.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Google Workspace HIPAA Business Associate Addendum

Last modified: September 12, 2025

This HIPAA Business Associate Addendum ("BAA") is entered into between Google and the customer agreeing to the terms below ("Customer"), and supplements, amends and is incorporated into the Services Agreement(s) (defined below) solely with respect to Covered Services (defined below). "Google" has the meaning given at https://cloud.google.com/terms/google-entity. This BAA will be effective as of the date electronically accepted by Customer (the "BAA Effective Date").

Customer must have an existing Services Agreement in place for this BAA to be valid and effective. Together with the Services Agreement, this BAA will govern each party's respective obligations regarding Protected Health Information (defined below).

You represent and warrant that (i) you have the full legal authority to bind Customer to this BAA, (ii) you have read and understand this BAA, and (iii) you agree, on behalf of Customer, to the terms of this BAA. If you do not have legal authority to bind Customer, or do not agree to these terms, please do not click to accept the terms of this BAA.

1. **Definitions.**

   "Business Associate" has the definition given to it under HIPAA.

   "Breach" has the definition given to it under HIPAA.

   "Covered Entity" has the definition given to it under HIPAA.

   "Covered Services" means the Google products and/or services specifically listed in the URLs on Attachment 1, as may be updated from time to time by Google with notice to Customer. Google may only remove a Covered Service from those URLs with at least 12 months prior notice.

   "Designated Record Set" has the definition give to it under HIPAA.

   "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the rules and the regulations thereunder, as amended.

   "HIPAA Implementation Guide" means the informational guide that Google makes available at the URL in Attachment 2, or a successor URL, describing how the Covered Services may be configured by Customer in connection with Customer's HIPAA compliance efforts.

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through the Covered Services in connection with Customer's permitted use of Covered Services.

"Required by Law" has the definition given to it under HIPAA.

"Security Incident" has the definition given to it under HIPAA.

"Services Agreement(s)" means the written agreement(s) entered into between Google and Customer for provision of the Covered Services, which agreement(s) may be in the form of online terms of service.

2. **Applicability.**

This BAA applies to the extent Customer is acting as a Covered Entity or a Business Associate to create, receive, maintain, or transmit PHI via a Covered Service and to the extent Google, as a result, is deemed under HIPAA to be acting as a Business Associate or Subcontractor of Customer. Customer acknowledges that this BAA does not apply to (a) any other Google product, service, or feature that is not a Covered Service; or (b) any PHI that Customer creates, receives, maintains, or transmits outside of the Covered Services (including Customer's use of its offline or on-premise storage tools or third-party applications).

3. **Permitted Use and Disclosure of PHI.**

a. Except as otherwise stated in this BAA, Google may use and disclose PHI only (i) as permitted or required by the Services Agreements and/or this BAA or (ii) as Required by Law.

b. Google may use and disclose PHI for its proper management and administration and to carry out its legal responsibilities, provided that any disclosure of PHI for such purposes may only occur if (i) Required by Law; or (ii) Google obtains written reasonable assurances from the person to whom PHI will be disclosed that it will be held in confidence, used only for the purpose for which it was disclosed, and that Google will be notified of any Breach or Security Incident.

4. **Customer Obligations.**

a. Customer will not request that Google or the Covered Services use or disclose PHI in any manner that would not be permissible under HIPAA if done by Customer (if Customer is a Covered Entity) or by the Covered Entity to which Customer is a Business Associate (unless expressly permitted under HIPAA for a Business Associate).

b. For End Users that use the Covered Services in connection with PHI, Customer will use controls available within the Services, including those detailed in the HIPAA Implementation Guide, to ensure its use of PHI is limited to the Covered Services. Customer acknowledges and agrees that the HIPAA Implementation Guide is provided by Google solely as an informational guide with respect to Customer's configuration options, and that Customer is

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to the Covered Services.

6. **Reporting and Related Obligations.**

a. Google will promptly notify Customer of (i) any Security Incident of which Google becomes aware, subject to Section 6(c); and (ii) any Breach that Google discovers, provided that any notice for Breach will be made promptly and without unreasonable delay, and in no case later than 60 calendar days after discovery. Notifications made under this section will describe, to the extent possible, details of a Breach, including steps taken to mitigate the potential risks and steps Google recommends Customer take to address the Breach.

b. Google will send any applicable notifications to the notification email address provided by Customer in the Agreement or via direct communication with Customer.

c. Notwithstanding Section 6(a), this Section 6(c) will be deemed as notice to Customer that Google periodically receives unsuccessful attempts for unauthorized access, use, disclosure, modification, or destruction of information, or interference with the general operation of Google's systems and the Covered Services. Customer acknowledges and agrees that even if such events constitute a Security Incident, Google will not be required to provide any notice under this BAA regarding such unsuccessful attempts other than this Section 6(c).

7. **Subcontractors.**

Google will take appropriate measures to ensure that any Subcontractors used by Google to perform its obligations under the Services Agreements that require access to PHI on behalf of Google are bound by written obligations that provide the same material level of protection for PHI as this BAA. To the extent Google uses Subcontractors in its performance of obligations hereunder, Google will remain responsible for their performance as if performed by Google.

8. **Access and Amendment.**

Customer acknowledges and agrees that Customer is solely responsible for the form and content of PHI maintained by Customer within the Covered Services, including whether Customer maintains such PHI in a Designated Record Set within the Covered Services. Google will provide Customer with access to Customer's PHI via the Covered Services so that Customer may fulfill its obligations under HIPAA with respect to Individuals' rights of access and amendment, but will have no other obligations to Customer or any Individual with respect to the rights afforded to Individuals by HIPAA with respect to Designated Record Sets, including rights of access or amendment of PHI. Customer is responsible for managing its use of the Covered Services to appropriately respond to such individual requests.

9. **Accounting of Disclosures.**

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its internal practices, books, and records concerning the use and disclosure of PHI received from Customer, or created or received by Google on behalf of Customer, available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for the purpose of the Secretary determining compliance with this BAA.

11. **Expiration and Termination.**

a. This BAA will terminate on the earlier of (i) a permitted termination in accordance with Section 11(b), or (ii) the expiration or termination of all Services Agreements under which Customer has access to a Covered Service.

b. If either party materially breaches this BAA, the non-breaching party may terminate this BAA on 30 days' written notice to the breaching party unless the breach is cured within the 30-day period. If a cure under this Section 11(b) is not reasonably possible, the non-breaching party may immediately terminate this BAA, or if neither termination nor cure is reasonably possible under this Section 11(b), the non-breaching party may report the violation to the Secretary, subject to all applicable legal privileges.

c. If this BAA is terminated earlier than the Services Agreements, Customer may continue to use the Services in accordance with the Services Agreements, but must delete any PHI it maintains in the Covered Services and cease to further create, receive, maintain, or transmit such PHI to Google.

12. **Return/Destruction of Information.**

On termination of the Services Agreements, Google will return or destroy all PHI received from Customer, or created or received by Google on behalf of Customer; provided, however, that if such return or destruction is not feasible, Google will extend the protections of this BAA to the PHI not returned or destroyed and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

13. **Miscellaneous.**

a. Survival. Sections 12 (Return/Destruction of Information) and 13 (Miscellaneous) will survive termination or expiration of this BAA.

b. Counterparts. The parties may execute this BAA in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.

c. Effects of Addendum. To the extent this BAA conflicts with the remainder of the Services Agreement(s), this BAA will govern. This BAA is subject to the "Governing Law" section in the Services Agreement(s). Except as expressly modified or amended under this BAA, the terms of the Services Agreement(s) remain in full force and effect.

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Covered Services").

Attachment 2HIPAA Implementation Guide

For Google Workspace Covered Services:

The HIPAA Implementation Guide is available for review at the following URL: https://services.google.com/fh/files/misc/gsuite_cloud_identity_hipaa_implementation_guide.pdf

Previous Versions

Last modified September 12, 2025

August 25, 2021 October 9, 2020

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United States

Also sign me up for Google Cloud emails with news, product updates, event information, special offers, and more. (Optional and you can unsubscribe at a later time).

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Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.I.
Department: Finance
Date: January 13, 2026

Subject:
Approval of and authorization of a list of items to be auctioned through online surplus sale with GovDeals.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
Consideration and authorization of a list of items to be auctioned through online surplus sale with GovDeals.

Summary:
A list is attached of surplus items that need to be sold at auction. The list includes six seized vehicles, one town vehicle and furniture no longer needed. The Town seeks permission to conduct an online auction to sell surplus items. The auction will be advertised in the Murfreesboro Post, on the town's website and Channel 3. All surplus items will be sold through GovDeals online auction company.

Recommended Council Action:
Staff seeks authorization to conduct an auction of approved items.

Attachments:
1. List of items for surplus January 2026

List of items for surplus January 2026

Department	Items
HR	Gym Games Box
Planning/Codes	End Table w/ glass
	Plastic Floor Mat
	Canvas Picture
	3 Framed Pictures in wood frames
	Office Desk
	Office Desk Wooden
Police	1999 Dodge Dakota 1B7GL22X2XS239706 Mileage 138,572
	2001 Honda Accord JHMCG65521C004808 Mileage 196,329
	2011 50L BMW WBAKB8C58BCY66262 Mileage 102,852
	1998 Buick Centry 2G4WY52M6W1601177
	2007 Lincoln Towncar 1LNHM83V67Y608335 Mileage 135,595
	2017 Cadillac ATS Mileage 83,274
Utilities	Typewriter Brother Model# K9K9911.052
Storm Water	2014 Ford F-150 1FTEX1EM4EKG08070 Mileage 146,299

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.a.
Department: Planning
Date: January 13, 2026

Subject:
PUBLIC HEARING: 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. Ordinance #26-3
2. Rezoning Request Application 1191 Rock Springs Road
3. Tracye Mayolo Map 1

4. Tracye Mayolo Map 2
5. Tracye Mayolo December 2025 Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-3

AN ORDINANCE relative to the rezoning of property located on Tax Map 28J, Group A, Parcel 1.00, comprising a total of approximately 0.71 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, Group A, Parcel 1.00, comprising a total of approximately 0.71 acres as shown on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is rezoned from R-3 to C-4, the public health and welfare of the Town of Smyrna requiring it.

Section 2. This ordinance shall take effect immediately upon its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the ____ day of _____, 2025.

PASSED on second reading by the Town Council the ____ day of _____, 2025.
.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: Tracye Mayolo		
Street Address: 219 Wellington Way		
City: Smyrna	State: TN	ZIP: 37167
Email: tracyemayolo@gmail.com	Phone: 615-332-1637	

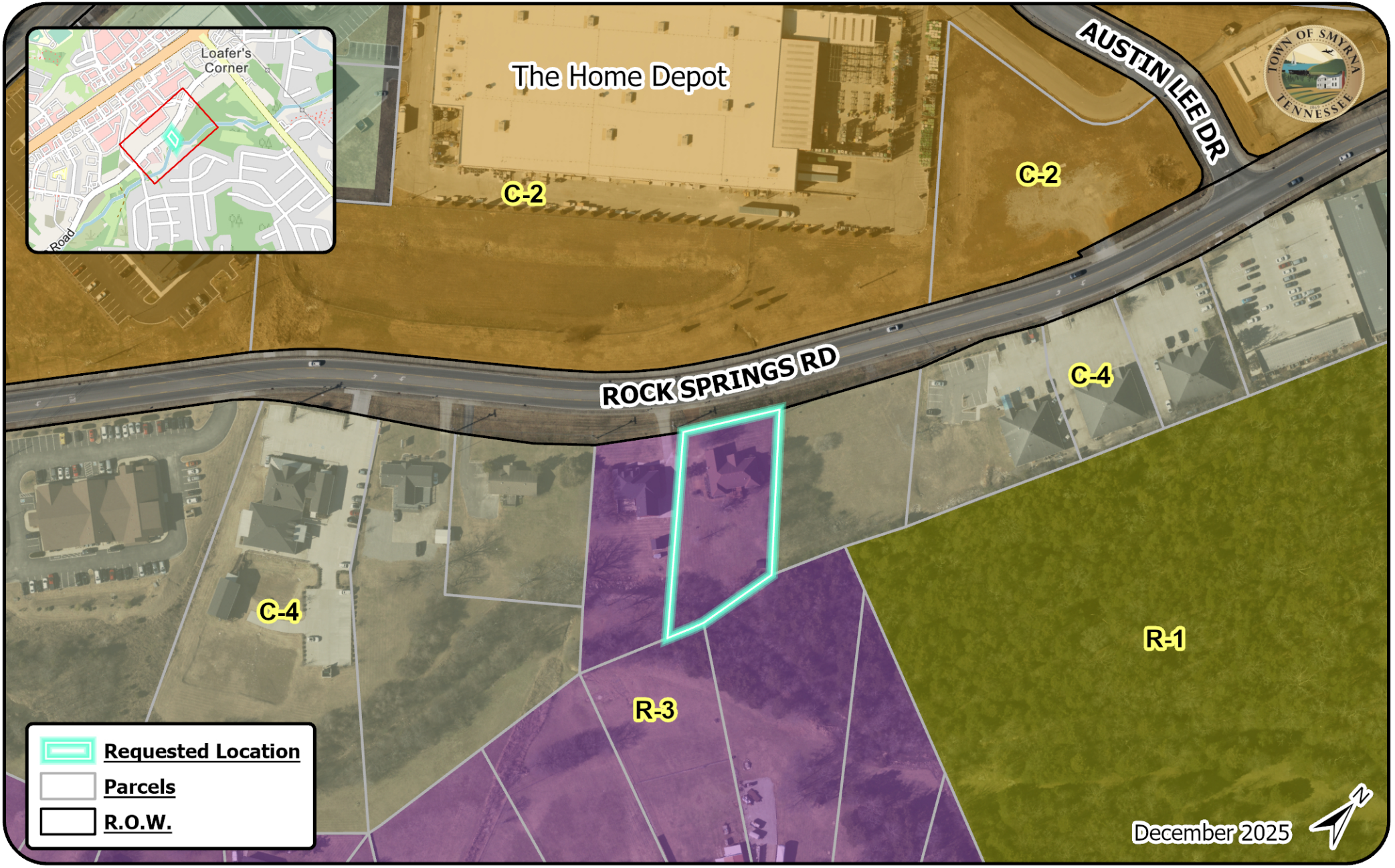
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company:		
Street Address:		
City:	State:	ZIP:
Email:	Phone:	

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

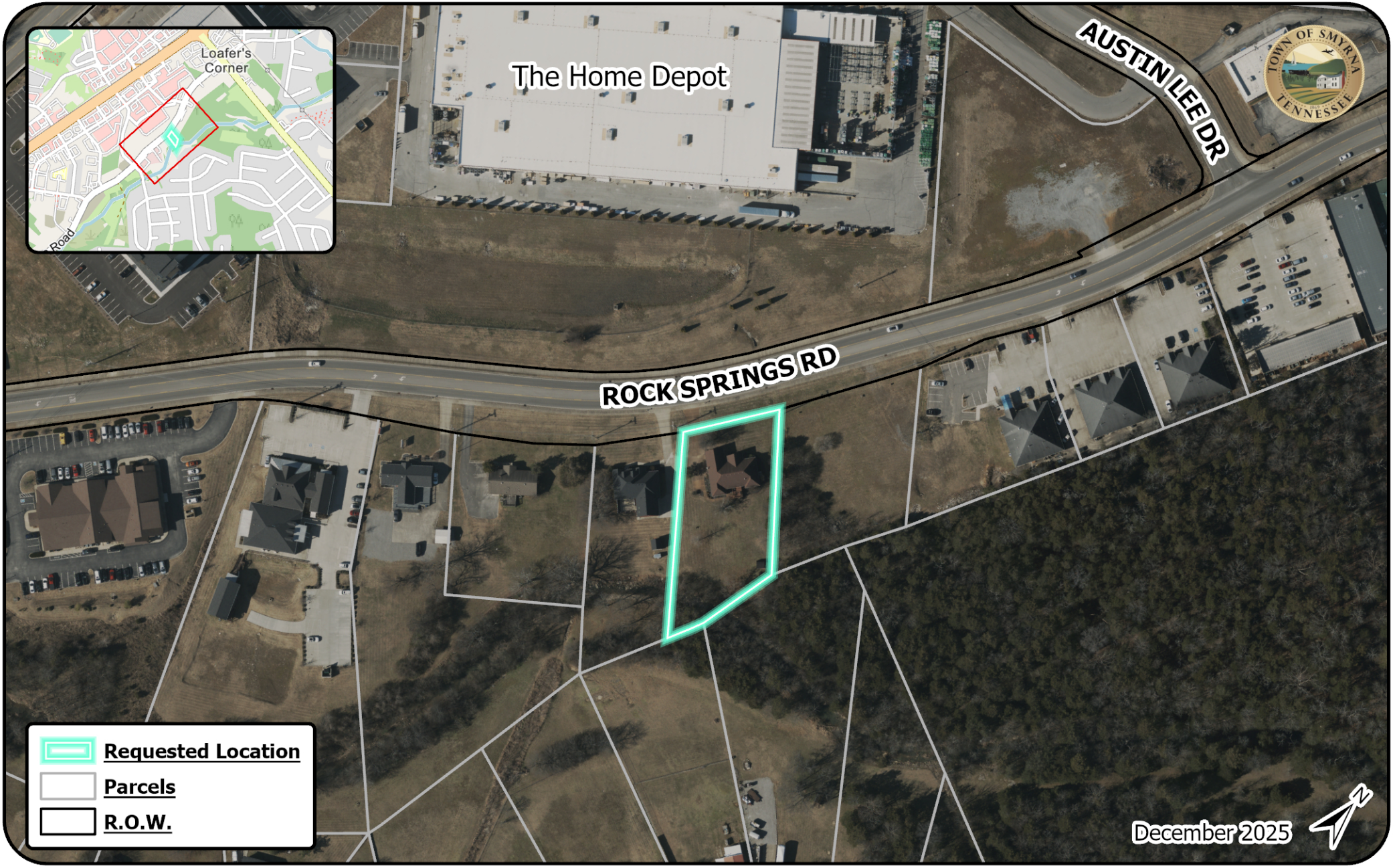
Tracye Mayolo Rezoning Request

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 7.b.
Department: Administration
Date: January 13, 2026

Subject:
PUBLIC HEARING: 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-Redline
3. Amended Title 1- Clean Version (Chapter 1)

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)

TITLE 1: GENERAL ADMINISTRATION

Chapter

1. TOWN COUNCIL

2. MAYOR

3. TOWN MANAGER

4. TOWN CLERK

5. CODE OF ETHICS

CHAPTER 1: TOWN COUNCIL

Section

1-101 Time and place of regular meetings
1-102 Time and place of special meetings
1-103 Time and place of work sessions
1-104 Order of business
1-105 Method for placing items on the agenda
1-106 General rules of order; standing rules
1-107 Adoption of ordinances
1-108 Salary of Mayor and Town Council members

§ 1-101 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. 03-25, passed 7-2003)

Charter reference:

Town Council, see Art. V

§ 1-102 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. 03-25, passed 7-2003)

§ 1-103 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. 03-25, passed 7-2003)

§ 1-104 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) Awards and recognitions;

(e) Consent agenda;

(f) Old business;

(g) New business;

(h) Public Comment Period;

(i) Status reports;

(j) Correspondence & Announcements; and

(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. 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. 05-34, passed 8-2005) (Ord. 24-18, July 2024.)

§ 1-105 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. 03-25, passed 7-2003)

§ 1-106 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)

§ 1-107 ADOPTION OF ORDINANCES.

All ordinances shall be drafted in accordance with the provisions of the Charter (see particularly § 5.10) and shall be passed at two separate meetings on two separate days. However, at least 13 days shall have lapsed between the first and final passage of any ordinance. Abstentions shall be counted neither as a "yes" nor a "no" vote. Ordinances, resolutions, and other measures of the Town Council shall be passed by an affirmative vote of majority of the Council members present and voting. All ordinances, resolutions, and motions must be enacted by an affirmative vote of at least three Council members.
(2007 Code, § 1-107) (Ord. 03-25, passed 7-2003)

§ 1-108 SALARY OF MAYOR AND TOWN COUNCIL MEMBERS.

Pursuant to the authority conferred by the Charter[1] of the Town of Smyrna, the Mayor of the Town of Smyrna shall receive a salary of one thousand and eight hundred dollars ($1,800.00) per month, the Vice-Mayor shall receive a salary of one thousand and one hundred dollars ($1,100.00) per month and the remaining members of the town council shall each receive a salary of one thousand dollars ($1,000.00) per month. (Ord. #03-25, July 2003)(Ord#18-31)

Charter reference:
Salaries, see §5.04

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.1.
Department: Planning
Date: January 13, 2026

Subject:
Consideration of an Ordinance relative to the annexation and PID zoning of property on Tax Map 35, part of Parcel 81.04 requested by Sonny Patel containing 3.54 acres. The property is located at 8216 Florence Road.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The property that is the subject of this request is located at 8216 Florence Road directly across from Lisa Lane. The Land Use Plan for this area would support Medium Density Single Family Residential development. The surrounding zoning is C-2 in Town and RM in Rutherford County. The Town would be providing all services to this area upon annexation. There is an existing single family house on this property.

Summary:
The proposed PID would allow for 35,400 square feet of conventional self storage and covered outdoor storage in 9 buildings, and for the existing house on the property to be converted to an office for the storage business as well as additional rental spaces. Four of the buildings totaling 13,700 square feet would be conventional self storage, with the remaining 5 buildings totaling 21,700 square feet would be covered storage for boats, RVs, etc. This property is bordered on the west and north by US Army Corps of Engineers property, and a vacant privately owned wooded tract to the east. As a part of the review the Planning Commission required that the developer preserve 20 feet of the existing vegetation along the eastern property line where feasible. At any location where it is not feasible or it doesn't exist, a Type D buffer would be required to be constructed. The access to the development would be through the C-2 zoned area, which is developed with a convenience store/gas station and other businesses. The majority of this tract does lie within the 500 year floodplain, but this adds no additional regulatory requirements for development of the property.

The Planning Commission reviewed this request and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #26-7
2. Copy of Town of Smyrna Applications_Redacted
3. 8216 Florence Rd Annexation Map 1
4. 8216 Florence Rd Annexation Map 2
5. 8216 Florence Rd Annexation Map 3
6. 8216 FLORENCE RD PB (3)
7. Sonny Patel January 2026 Annexation Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-7

AN ORDINANCE relative to the annexation and PID zoning of property located on Tax Map 35, part of Parcel 81.04, comprising a total of approximately 3.54 acres.

WHEREAS, the Town Council has determined that it would be in the best interests of its existing residents to annex the above-described property, which borders the current Town limits, and that the failure to annex said property will impede the prosperity of the Town and/or endanger the health, safety and welfare of its inhabitants;

WHEREAS, the Planning Commission has reviewed the proposed annexation and has recommended to the Town Council the proposed annexation; and

WHEREAS, the annexation is in agreement with the general plan for the Town; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by the annexation and zoning; and

WHEREAS, it has been determined that there will not be an adverse effect upon any specific adjoining property owners and/or any such adverse effect would be justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

Section 1. That the property located on Tax Map 35, part of Parcel 81.04, comprising a total of approximately 3.54 acres, all of which is identified on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is, annexed into the corporate limits of the Town of Smyrna, the health and welfare of the Town of Smyrna requiring it.

Section 2. That the property located on Tax Map 35, part of Parcel 81.04, comprising a total of approximately 3.54 acres, all of which is identified on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is, zoned PID, the health and welfare of the Town of Smyrna requiring it.

Section 3. This ordinance shall take effect and become operative thirty (30) days after its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the ____ day of _____, 2026.

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

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: Huddleston-Steele Engineering		
Street Address: 2115 NW Broad St		
City: Murfreesboro	State: TN	ZIP: 37129
Email: Redacted	Phone: Redacted	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Sonny Patel		
Street Address: 2709 Blooming Oak Place		
City: Murfreesboro	State: TN	ZIP: 37130
Email: Redacted	Phone: Redacted	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: 8216 Florence Rd, Smyrna TN 37167		
Tax Map: 035	Group: -	Parcel: 08104
Requested Lot Area (Square feet/Acres): 3.54+/-		
Existing Zoning: RM (County)	**Requested Zoning:** PUD	
*Current Property Owner (See Note Below): Sonny Patel		
APPLICANT AUTHORIZATION		
Applicant Signature: Elyda Rank	Date: 6.9.2025	
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***

- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.

- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.

- All supporting documents must be submitted at the time of application.

Town of Smyrna

Annexation Request Application

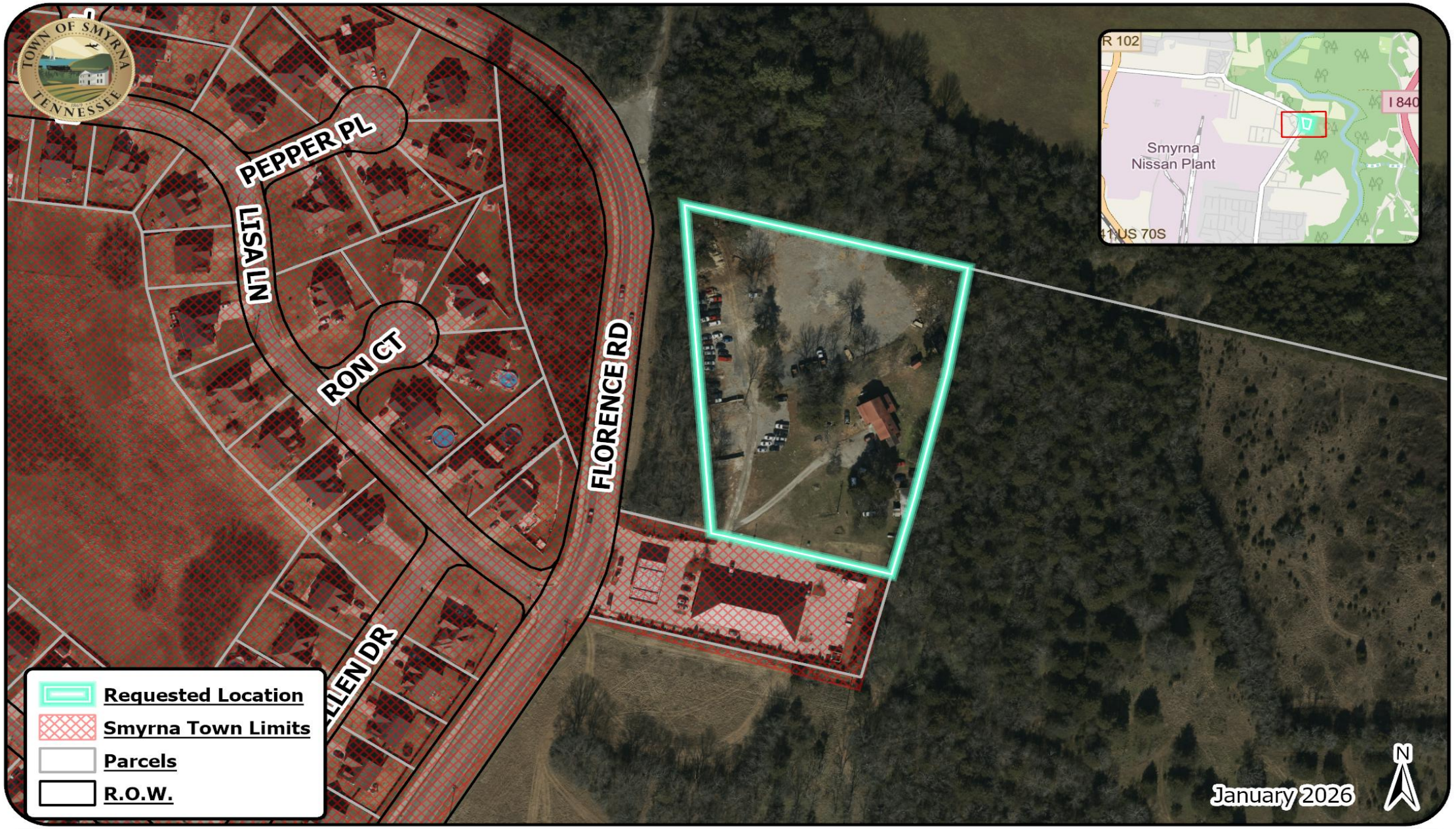
APPLICANT INFORMATION:		
Name/Company: Huddleston-Steele Engineering Inc.		
Street Address: 2115 NW Broad Street		
City: Murfreesboro	State: TN	ZIP: 37129
Email: Redacted	Phone: Redacted	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☐		
Name/Company: Sonny Patel		
Street Address: 2709 Blooming Oak Place		
City: Murfreesboro	State: TN	ZIP: 37130
Email: Redacted	Phone: Redacted	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: 8216 Florence Rd, Smyrna TN		
Tax Map: 035	Group: -	Parcel: 08104
Requested Lot Area (Square feet/Acres): 3.54+/-		
Existing Zoning: RM (County)	Requested Smyrna Zoning: PUD	
*Current Property Owner (See Note Below): Sonny Patel		
APPLICANT AUTHORIZATION		
Applicant Signature:		Date: 6-9-2025
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of annexation as mandated by State law.***

- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.

- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.

- All supporting documents must be submitted at the time of application.



0 135 270 Feet

0 0.03 0.06 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

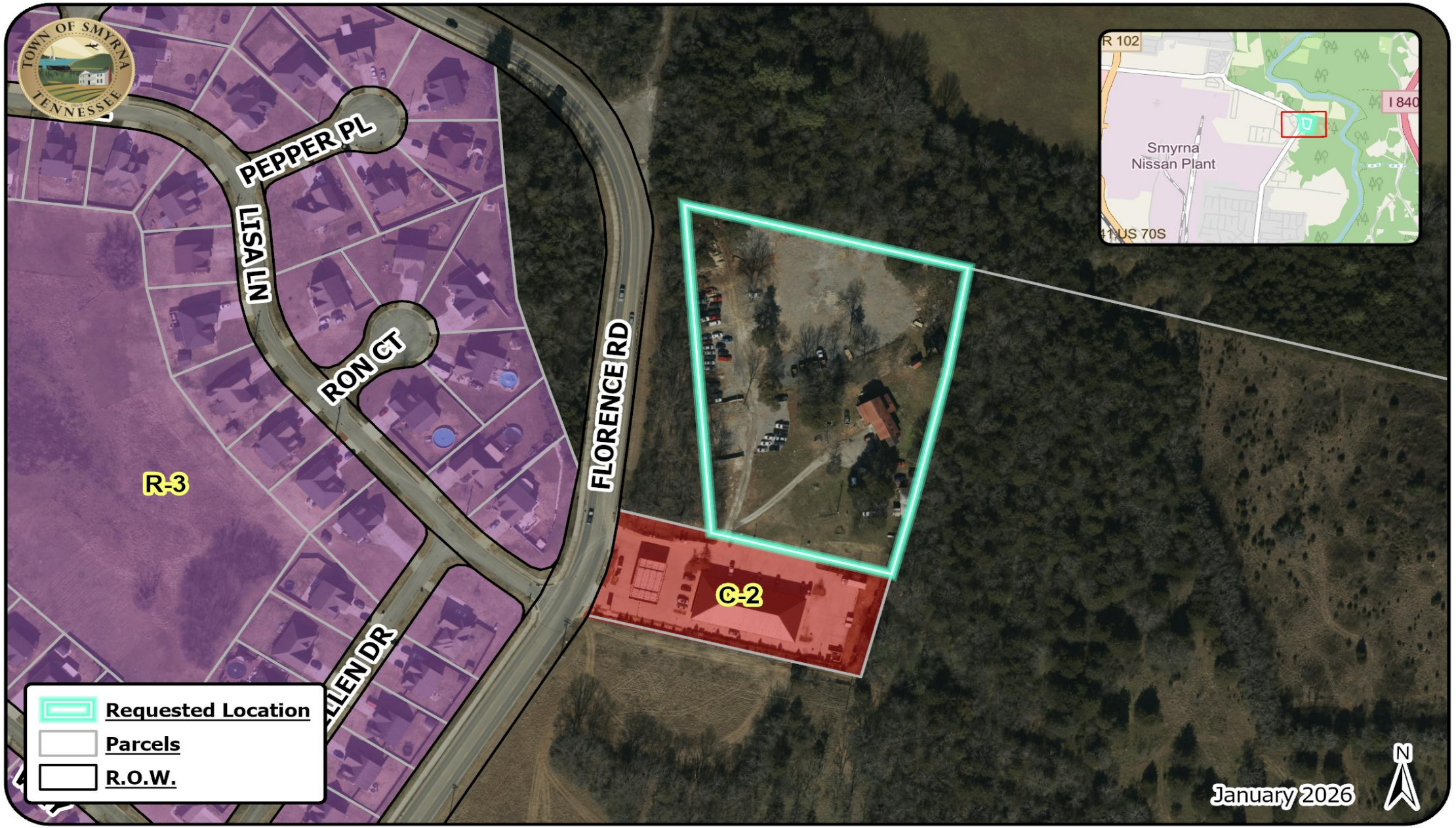
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Sonny Patel - Annexation

Annexation & PID Zoning Request

Owners: Sonny Patel

Tax Map: 35
Parcel: P/O 81.04
Acres: +/- 3.54



0 135 270 Feet

0 0.03 0.06 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

Sources: Esri, Vantor, 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

Sonny Patel - Annexation

Annexation & PID Zoning Request

Owners: Sonny Patel

Tax Map: 35
Parcel: P/O 81.04
Acres: +/- 3.54



0 85 170 Feet

0 0.02 0.04 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

Sources: Esri, Vantor, 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

Sonny Patel - Annexation

Annexation & PID Zoning Request

Owners: Sonny Patel

Tax Map: 35
Parcel: P/O 81.04
Acres: +/- 3.54

8216 FLORENCE RD

REQUEST FOR ANNEXATION AND REZONING TO PLANNED INDUSTRIAL DEVELOPMENT (PID) IN THE TOWN OF SMYRNA.

SUBMITTED DECEMBER 16, 2025, FOR PLANNING COMMISSION MEETING.

Plans Prepared By:

HUDDLESTON-STEELE ENGINEERING, INC.



TABLE OF CONTENTS

	PAGE
PROJECT SUMMARY AND DEVELOPMENT TEAM	**2**
ZONING MAP	**3**
UTILITY MAP	**4**
ROADWAY MAP	**5**
SOIL AND TOPOGRAPHY	**6**
FLOOD ZONE MAP	**7**
AERIAL MAP	**8**
EXISTING CONDITIONS	**9-11**
SITE PLAN	**12**
CONCEPTUAL LANDSCAPE PLAN	**13**
PHASING PLAN	**14**
AUTO TURN PLAN	**15**
ARCHITECTURAL DESIGN	**16**
DESIGN DEVELOPMENT STANDARDS	**17**

HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

GENERAL SITE INFORMATION					
ADDRESS	8216 Florence Road, Smyrna, TN				
TAX MAP	**035**	GROUP	-	PARCEL NUMBER	**08104**
R. Book	1626	PAGE	3006	LOT SIZE (ACREAGE)	3.54±
ZONING	RM (COUNTY)	REZONE TO	PID	NO. OF UNITS OR LOTS	NA

PROJECT SUMMARY

The subject property is approximately 3.53 acres and is located directly to the north of the Eds Bait and Tackle Commercial Strip Center. The property is mostly undeveloped land with a residential home in the southeastern corner. The owner currently uses the property for temporary car storage in addition to a tree service company using it for a truck staging area. The owner desires to improve the property by building a self-storage facility. The project will have multiple phases and will provide both enclosed and open storage. The existing home will serve as the business office with a few additional rental spaces. The storage facility will utilize the same entrance as the commercial center off Florence Road.

SITE LOCATION



DEVELOPMENT TEAM

OWNER/ DEVELOPER			
OWNER	Sonny Patel	ATTN	
ADDRESS	2709 Blooming Oak Place, Murfreesboro	PHONE	615.971.4587
		EMAIL	Sgptl7@yahoo.com

PLANNING			
COMPANY	Huddleston-Steele Engineering Inc.	ATTN	Clyde Rountree, RLA
ADDRESS	2115 N.W. Broad Street, Murfreesboro, TN, 37129	PHONE	615.509.5930
		EMAIL	rountree.associates@yahoo.com

ENGINEERING			
COMPANY	Huddleston-Steele Engineering Inc.	ATTN	Bill Huddleston
ADDRESS	2115 N.W. Broad Street, Murfreesboro, TN, 37129	PHONE	615.893.4084
		EMAIL	bhudd@hsengr.com

HUDDLESTON-STEELE ENGINEERING, INC.
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TELEPHONE: 615-893-4084 FAX: 615-893-0080

ZONING



Map Summary

The property is currently zoned RM in Rutherford County. We are requesting PID Zoning in the Town of Smyrna. The surrounding bordering property is zoned RM in the county. To the North and West is Core of Engineer property and will remain undeveloped. The surrounding property to the east and the south is owned by Hollingshead Land, Inc. and has no current plans for development. The Victoria Park Subdivision is to the west of the subject property across Florence Road. The commercial center labeled C-2 in this exhibit is owned by the same person requesting the rezoning.

Legend

C-2	COMMERCIAL (HIGHWAY SERVICE)
R-3	MEDIUM DENSITY RESIDENTIAL

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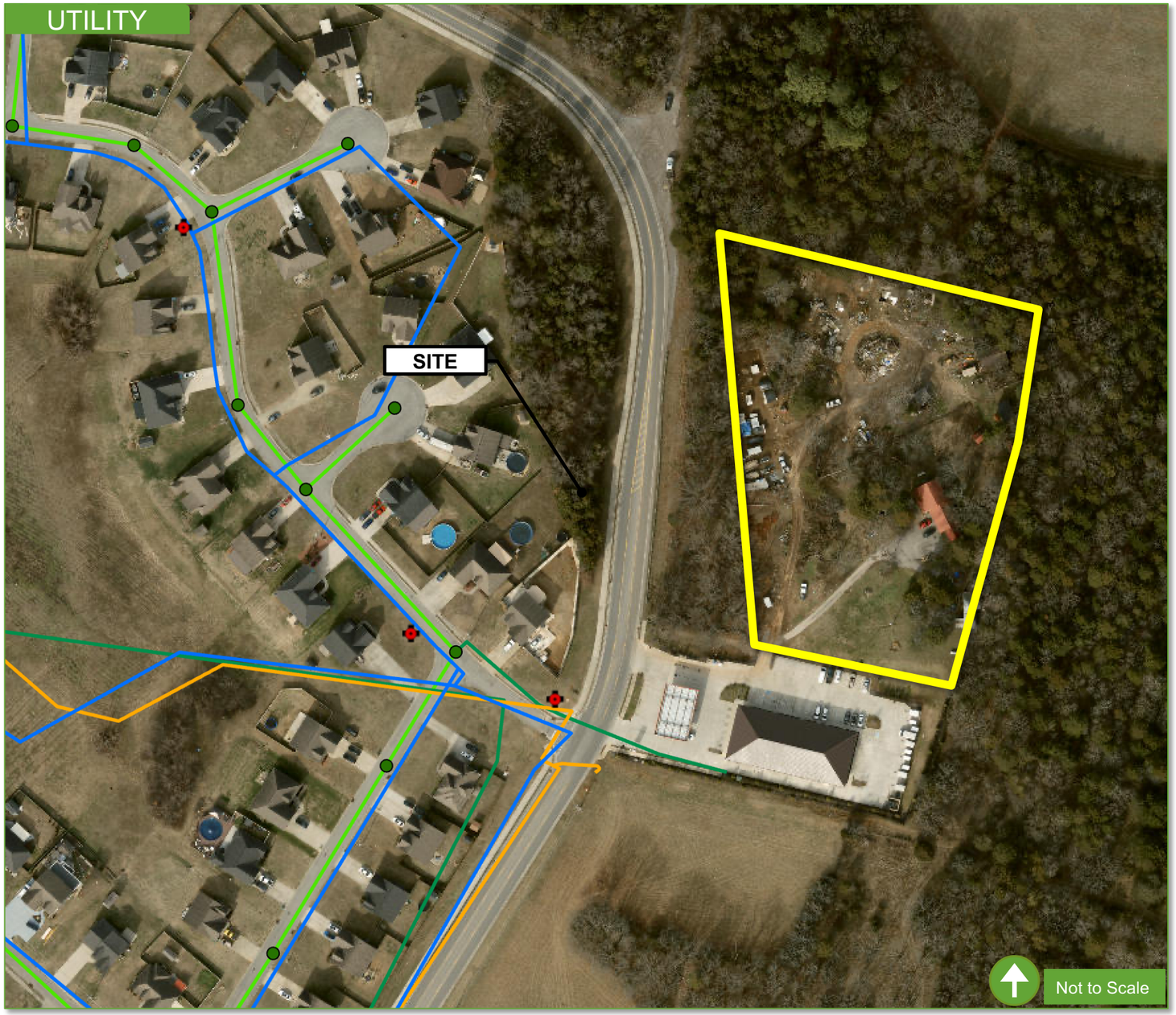
UTILITY



Map Summary

- Water is provided by the Town of Smyrna.
- Sewer is provided by the Town of Smyrna.
- Gas is provided by the Town.
- Developer is responsible for water main extension and fire hydrant

Legend

- Water Main
- Serwer Pressurized Main
- Gas Mains
- Sewer Gravity Main
- Water Hydrants
- Sanitary Sewer Manholes

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Map Summary

Primary access to the site will be via Florence Rd. Florence Rd is an improved 3-lane road section with a dedicated center turn lane along the frontage of the property. No new access drive is being requested. The subject property will be accessed through Ed's Bait Shop parking lot.

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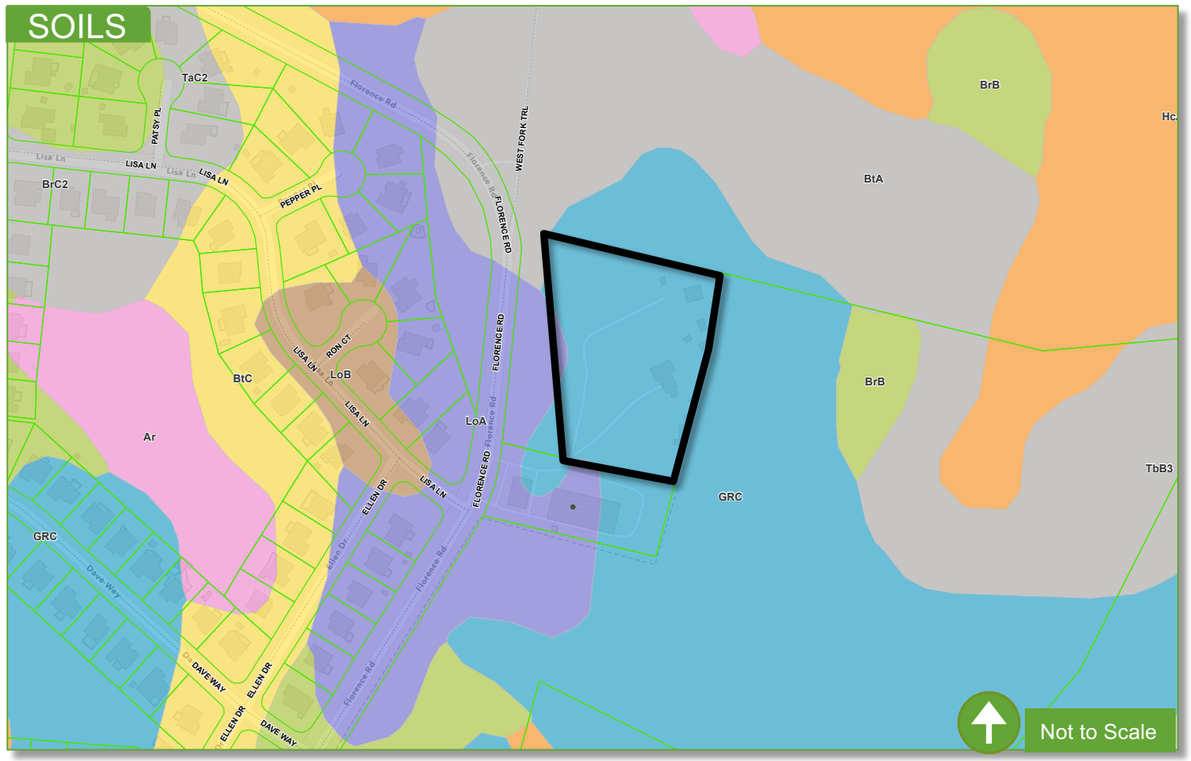
SOILS



Legend

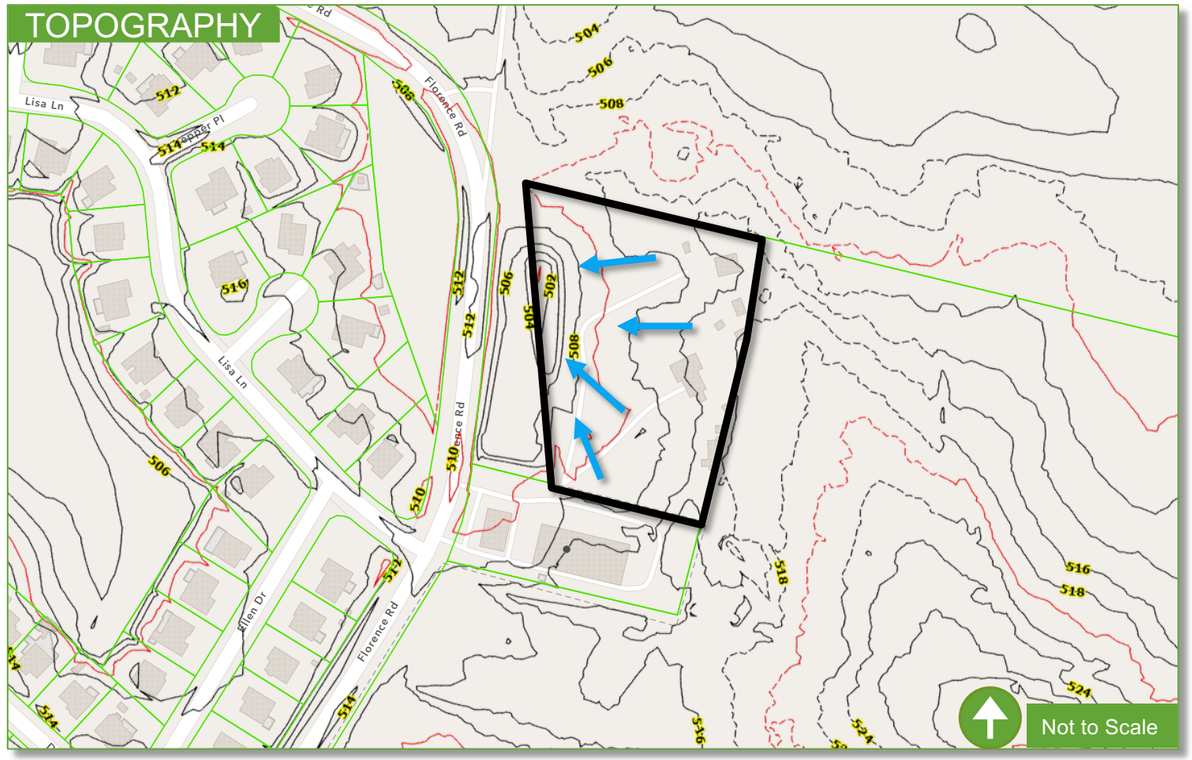
TrC | GRC | Ar | CuB | HcA | Other
BrB | TaB2 | LoB | LoA | BtC

Site boundary

Map Summary

- **GRC** - Gladeville-Rock Outcrop-Talbott association, rolling.
- **LoA** - Lomond Silt Loam, 0 to 2 percent slopes.

TOPOGRAPHY



Legend

Water Flow Direction
Intermediate contours
Index Contours

Site boundary

Map Summary

The property is generally flat with 6' of fall from an east-to-west direction.

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2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
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Map Summary

The subject property is on the floodplain and floodway.

Legend

- 500-YEAR FLOODPLAIN
- 100-YEAR FLOODPLAIN
- FLOODWAY

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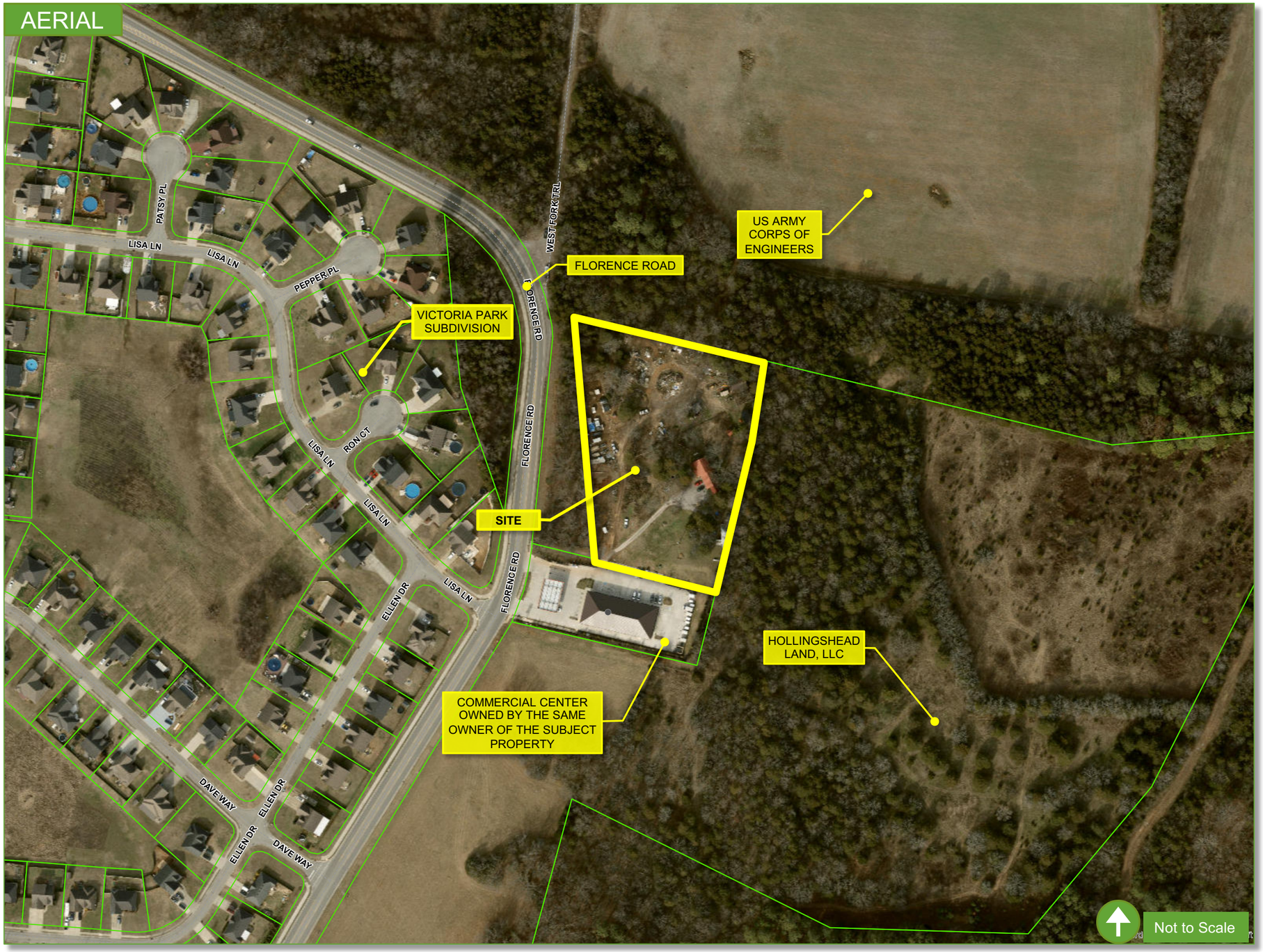
AERIAL



Map Summary

The subject property is bordered by large land holdings to the north, south, east, and west. The Corps of Engineers owns land to the North and west, which will remain undeveloped. The land to the east and south is owned by the Hollingshead Land LLC. With no current plans for the development. The subject property is owned by the same owner as the commercial strip center, zoned R-2, to the immediate south.

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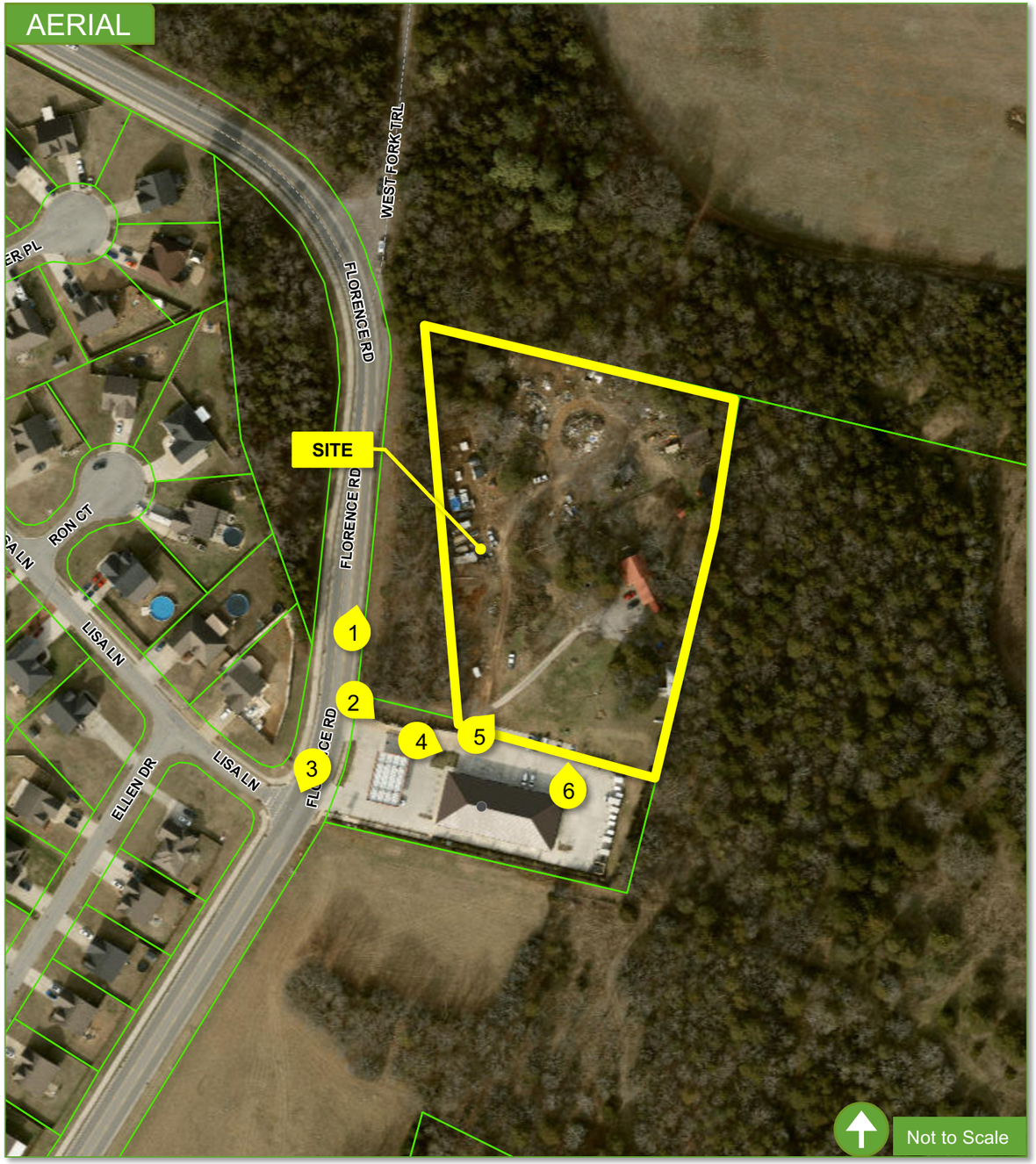
AERIAL















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AERIAL















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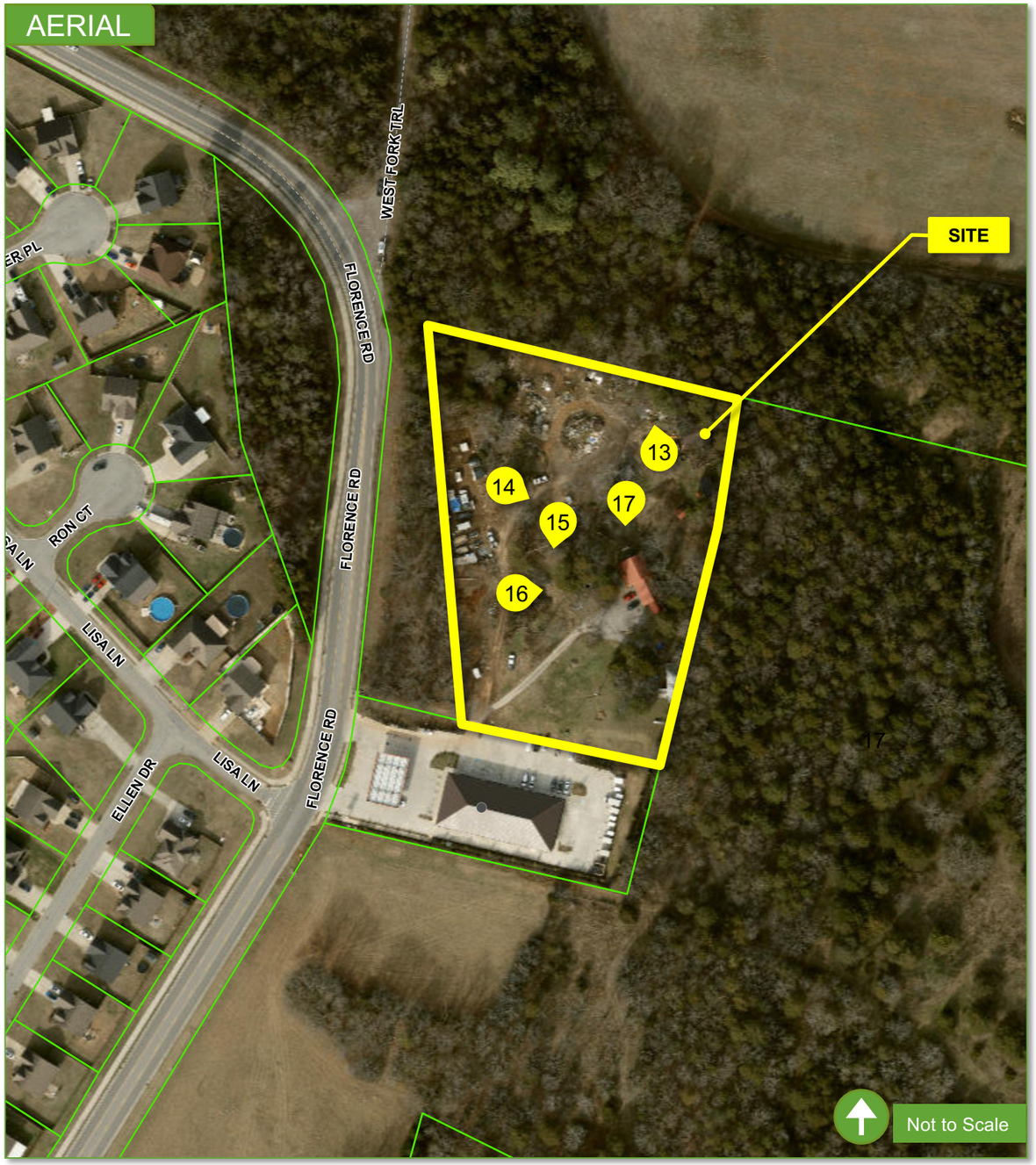
AERIAL













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SITE PLAN



Label	Description
A	New Self-Storage Facility
B	Residence converted to Self-storage Office and Retail Space
C	Existing Retail Strip Center
D	Core of Enclosure Property
E	Florence road
F	Employee Guest Parking
G	Existing Stub Connection
H	Gas Station Canopy
I	Entry Gate (with all relevant fire safety requirements)
J	Septic Field

SITE DATA	
Total Acreage	3.54 ac
SETBACK	
Front	18 ft
Side	15 ft
Rear	17 ft

Legend

- SELF STORAGE OFFICE
- COVERED STORAGE
- CLOSED STORAGE
- ASPHALT/CONCRETE
- STORMWATER DETENTION
- ENTRY GATE

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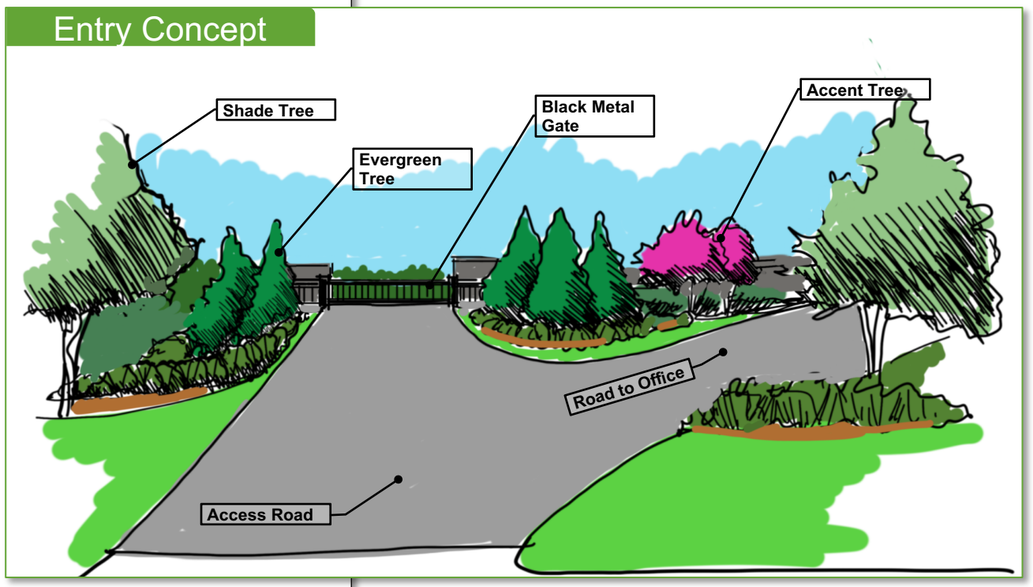
CONCEPTUAL LANDSCAPE



Entry Concept



VIEW (A)

Not to Scale

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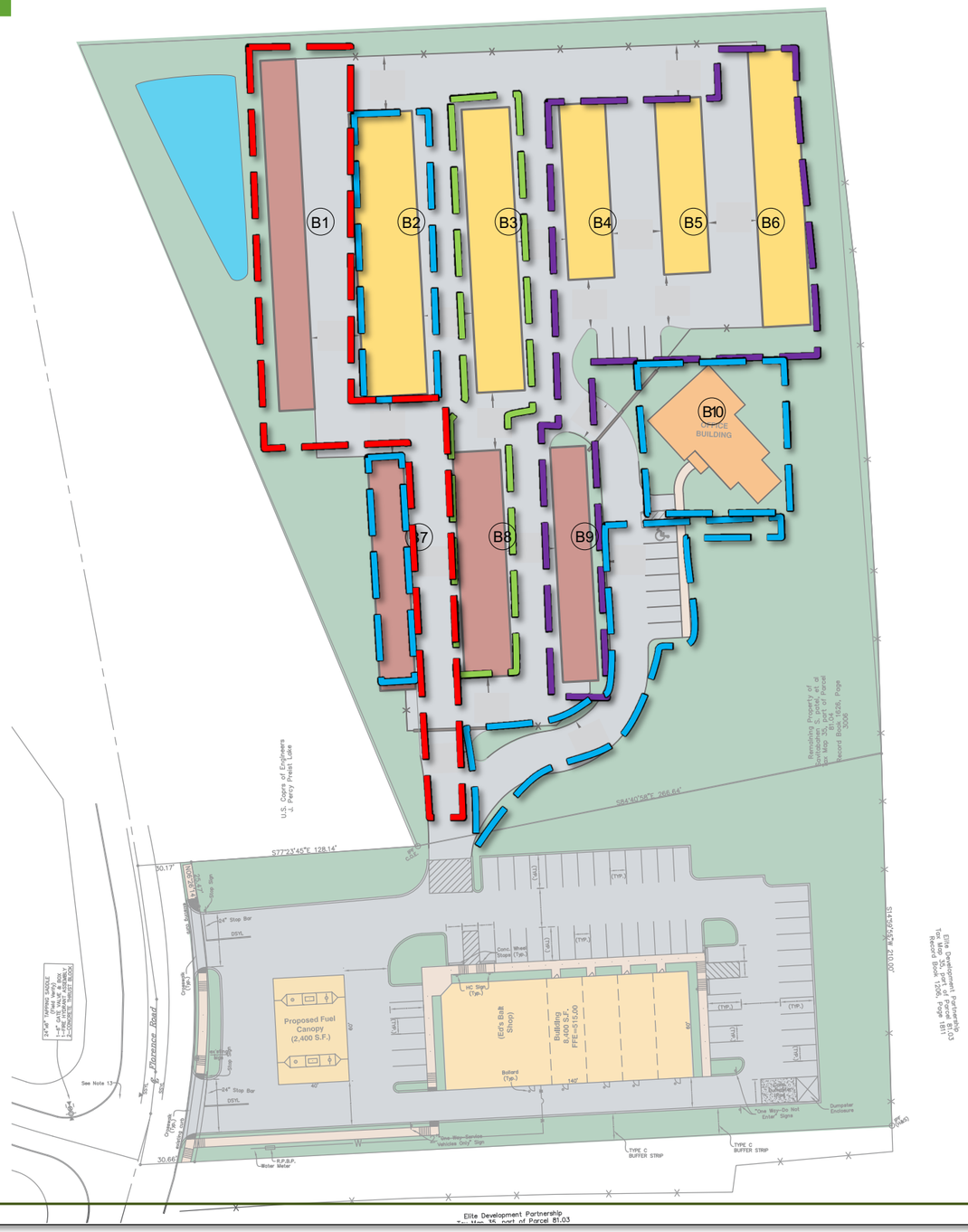
PHASING PLAN



Phase	Building (SF)		Improved Surface (SF)
1	B1	4,000	40,329
2	B2 B7	6,400 2,600	N/A
3	B3 B8	4,800 4,500	11,100
4	B4 B5 B6 B9	3,000 3,000 4,500 2,600	21,567
Total		**35,400**	**72,996**

Legend

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4

Not to Scale

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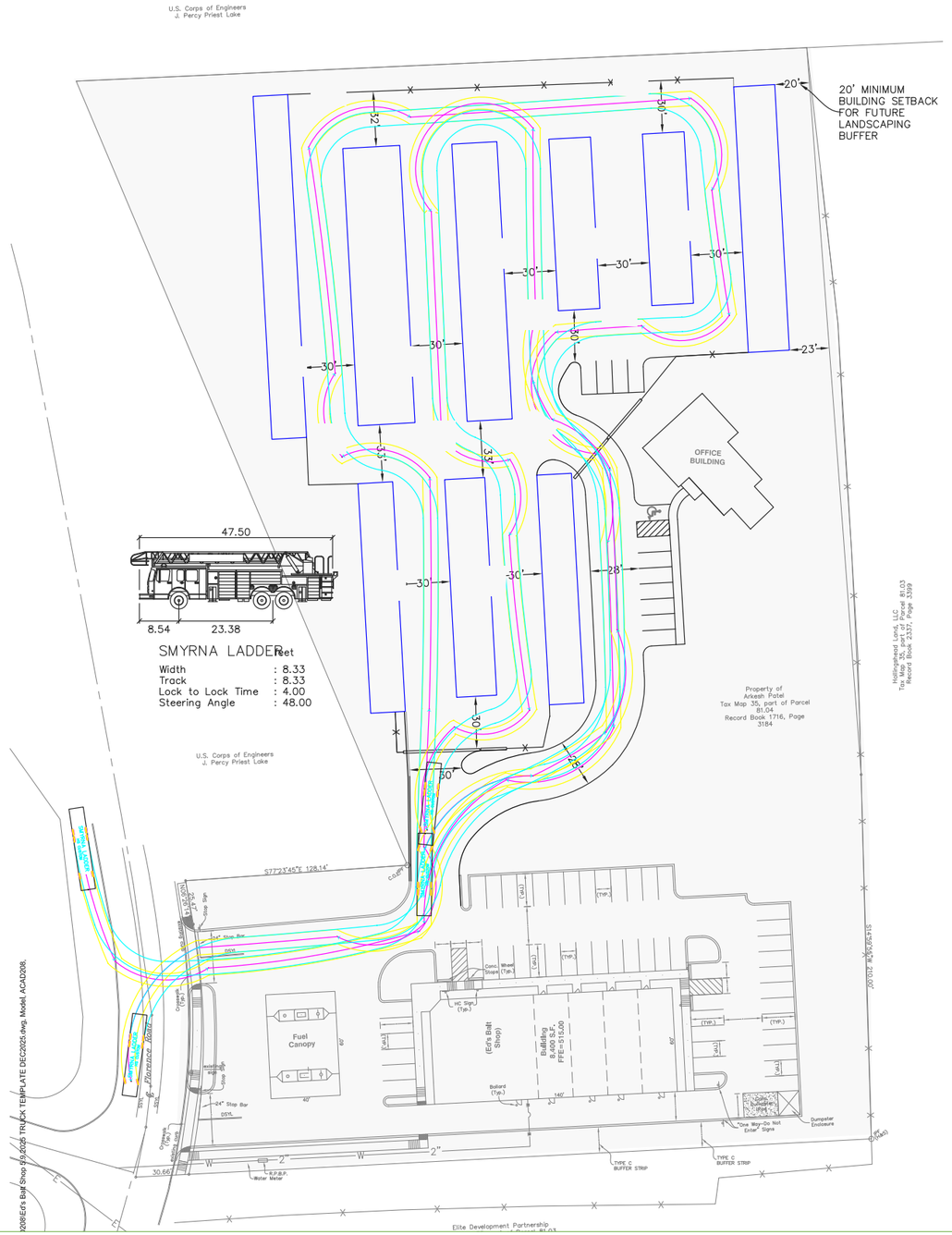
AUTO TURN PLAN



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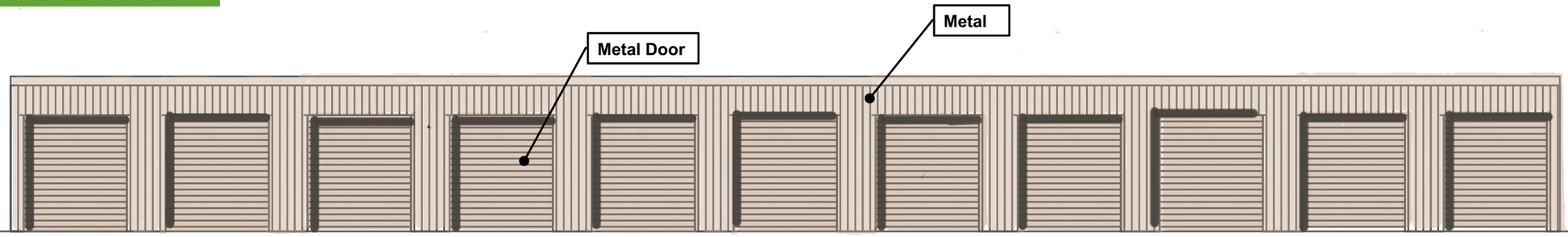
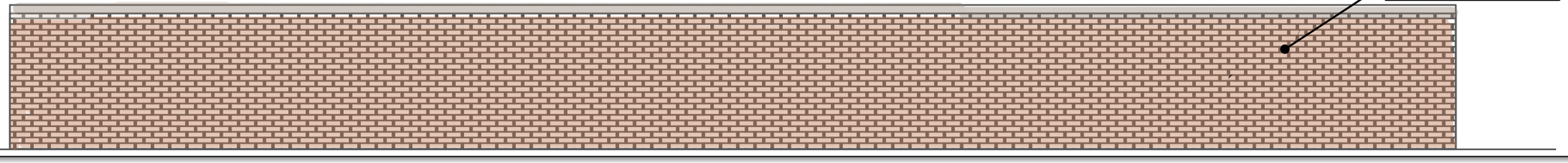
TELEPHONE: 615-893-4084 FAX: 615-893-0080

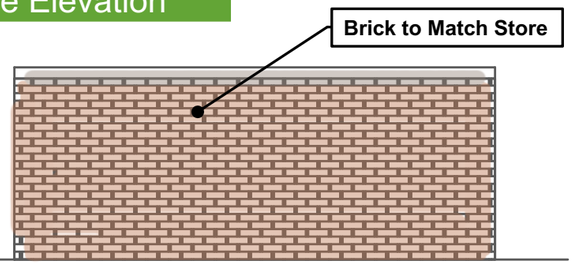
Front Elevation



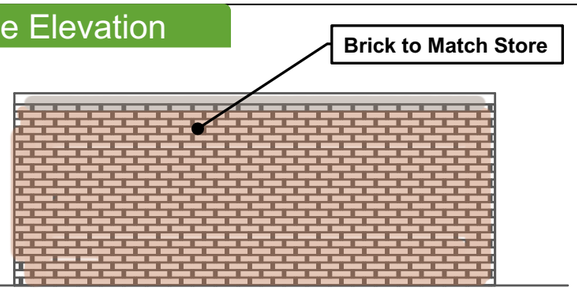
Rear Elevation



Side Elevation



Side Elevation



Carport Covers



R.O.W Adjustments

All building surfaces facing public right of way shall be all masonry.

Color Scheme

Architectural colors and finishes will be coordinated to match the color scheme of the existing Bail Shop, maintaining a uniform appearance across all visible façades

HUDDLESTON-STEELE ENGINEERING, INC.
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TELEPHONE: 615-893-4084 FAX: 615-893-0080

LAND USE PARAMETERS AND BUILDING SETBACKS		
ZONING (COMPARABLE VS PROPOSED)	COMPARABLE (I-2)	PROPOSED (PID)
MINIMUM EXTERNAL SETBACK REQUIREMENTS		
MINIMUM FRONT SETBACK (FT.)	60	N/A
MINIMUM SIDE SETBACK (FT.)	30	15
MINIMUM REAR SETBACK (FT.)	30	17
MAX HEIGHT (FT.)	50	20

SUMMARY

The Rezoning Request is specifically for the purpose of developing a self-storage facility with a combination of interior and exterior (open air) storage, with 4 phases over a 10-year period.

GENERAL DESIGN STANDARDS

- All units that face the public right-of-way or the commercial center will have masonry walls.
- All closed and covered storage buildings will be limited to one story in height.
- All driveways will be constructed of asphalt or concrete.
- Additionally, all entry gates must comply with relevant fire safety requirements as specified in the zoning ordinance.

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TELEPHONE: 615-893-4084 FAX: 615-893-0080

Sonny Patel – Annexation and PID Zoning Request
Tax Map 35, part of Parcel 81.04, owned by Arkesh, Nelam, and Savitabahen S. Patel and requested by Sonny Patel.

Bordered on the west and north by the U.S. Army Corps of Engineers; on the east by Parcel 81.03, owned by Hollingshead Land, LLC; and on the south by the remainder of Parcel 81.04. Area annexed contains approximately 3.54 acres.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.2.
Department: Planning
Date: January 13, 2026

Subject:
Consideration of an Ordinance relative to the amendment of the existing PRD of property located on Tax Map 55, Parcel 31.00 owned by Charter Commercial, LLC containing 25 acres. This request is from M2 Group on behalf of the property owners and is located at the end of Antique Avenue.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The property that is the subject of this request is a part of the PRD known as Derby Run. This portion of the property abuts Antique Avenue, which is an existing County road. The Land Use Plan would support Medium Density Single Family Residential development in this area. The surrounding zoning is PRD (Amberton, Cedar Hills) in Town and RM in Rutherford County.

The existing PRD for Derby Run was approved in August 2019 for up to 204 single family homes on 68.66 acres. This PRD was amended in July 2020 to reduce the number of lots to 202 and amend the road layout. The original PRD required the houses to be at least 1600 square feet and be constructed of brick, stone, and fiber cement siding. The amended PRD provides 29.35 acres of total open space with 4.75 acres of improved open space.

Summary:
The requested PRD amendment would add 4 houses for a total of 206 houses. These four lots would be accessed via an extension of Antique Avenue, an existing County road. The lots would range in size from .6 acre to 1.85 acres. The total open space remaining would be 21.2 acres with 4.75 acres of improved open space. This is in excess of the requirement of 10.3 acres of open space and 3.09 acres of improved open space. A 20' buffer is shown for the property boundaries which abut the County

parcels zoned RM consistent with the new PRD requirements.

The Planning Commission reviewed this request and recommended approval 6 for, 0 against, 1 abstention.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #26-8
2. Rezoning Application 2026
3. DR_Agent Authorization
4. Derby Run PRD Amendment Map 1
5. Derby Run PRD Amendment Map 2
6. Derby Run PRD Amendment Map 3
7. Derby Run PRD Amendment Map 4
8. 22-114_Derby Run - PRD Amendment (Rev 2)_2026-01-07
9. M2 Group Derby Run January 2026 PRD Amendment Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-8

AN ORDINANCE relative to the existing PRD located at Tax Map 55, Parcel 31.00 containing approximately 25 acres.

WHEREAS, the Planning Commission has recommended this change based on certain conditions and considerations; and

WHEREAS, the change is in agreement with the general plan for the area; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by this amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon adjoining property owners and/or any such adverse effect is justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That the previously approved PRD located at Tax Map 55, Parcel 31.00 containing approximately 25 acres, all of which is identified on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and it hereby is, amended, the public health and welfare of the Town of Smyrna requiring it.

Section 2. This ordinance shall take effect immediately upon its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the ____ day of _____, 2026.

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

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: MIKE CAMPBELL / M2 GROUP, LLC		
Street Address: P.O. BOX 2543		
City: BRENTWOOD	State: TN	ZIP: 37024
Email: mike@m2groupllc.com	Phone: (615) 335-0376	

CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: PAUL GALLENSTEIN / CHARTER COMMERCIAL, LLC		
Street Address: 25 CRESTVIEW HILLS MALL ROAD, SUITE 103		
City: CRESTVIEW HILLS	State: KY	ZIP: 41014
Email: pgallenstein@gallensteincompanies.com	Phone: (859) 341-4111	

PROPERTY INFORMATION		
Street Address/Intersecting Streets: Antique Ave (Derby Run Subdivision)		
Tax Map: 55	Group:	Parcel: 33.00
Requested Lot Area (Square feet/Acres): +/- 5.4		
Existing Zoning: PRD	**Requested Zoning:** PRD	
*Current Property Owner (See Note Below): PAUL GALLENSTEIN / CHARTER COMMERCIAL, LLC		

APPLICANT AUTHORIZATION	
Applicant Signature:	Date: 12/17/2025

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.

2026 SUBMITTAL AND MEETING CALENDAR
See the full calendar on the Town of Smyrna website

APPLICATION DEADLINE	MEETING DATE
DECEMBER 8, 2025	JANUARY 8
JANUARY 12	FEBRUARY 5
FEBRUARY 9	MARCH 5
MARCH 9	APRIL 7
APRIL 13	MAY 7
MAY 11	JUNE 4
JUNE 8	JULY 9
JULY 13	AUGUST 6
AUGUST 10	SEPTEMBER 3
SEPTEMBER 8 - 8:00 AM	OCTOBER 1
OCTOBER 12	NOVEMBER 5
NOVEMBER 9	DECEMBER 3
DECEMBER 7	JANUARY 7, 2027

MEMBERS

Name	Term Expiration
Vanessa Haley	2026
Salena Scott	2026
Ken Hill	2027
Tim Morrell	2027
Charles Scurr	2027
Marc Adkins, Council Member	Term of Office
Steve Sullivan, Council Member	Term of Office

Michael Campbell

From: Patrick Manger <pmanger@gallensteincompanies.com>
Sent: Wednesday, December 17, 2025 9:49 AM
To: Michael Campbell
Subject: Re: Derby Run

Mike,

M2 Group is authorized to submit any and all necessary applications to The Town of Smyrna for the Derby Run Community

Thanks,

Pat Manger, P.E., P.S.
Charter Commercial, LLC
513-403-1335

> On Dec 17, 2025, at 10:41 AM, Michael Campbell <mike@m2groupllc.com> wrote:
>
> Pat,
>
> Can you please provide a letter or email granting us authorization to submit the application on your behalf?
>
> <image001.png>
> Thanks,
>
> **Michael Campbell, P.E.**
> **M2 GROUP, LLC**
>
> Direct: 615.656.0257 X1000
> Mobile: 615.335.0376
>
> <image002.png>
>
> **STAY CONNECTED! LinkedIn | Facebook | Instagram**
>
> *To honor the holiday season, M2 Group will be closed from December 24, 2025, through January 1, 2026. We will reopen on January 2, 2026, for regular business hours.*
> *We wish you a safe and enjoyable holiday season. Thank you for your partnership throughout 2025 — we look forward to an exciting year ahead in 2026!*
>
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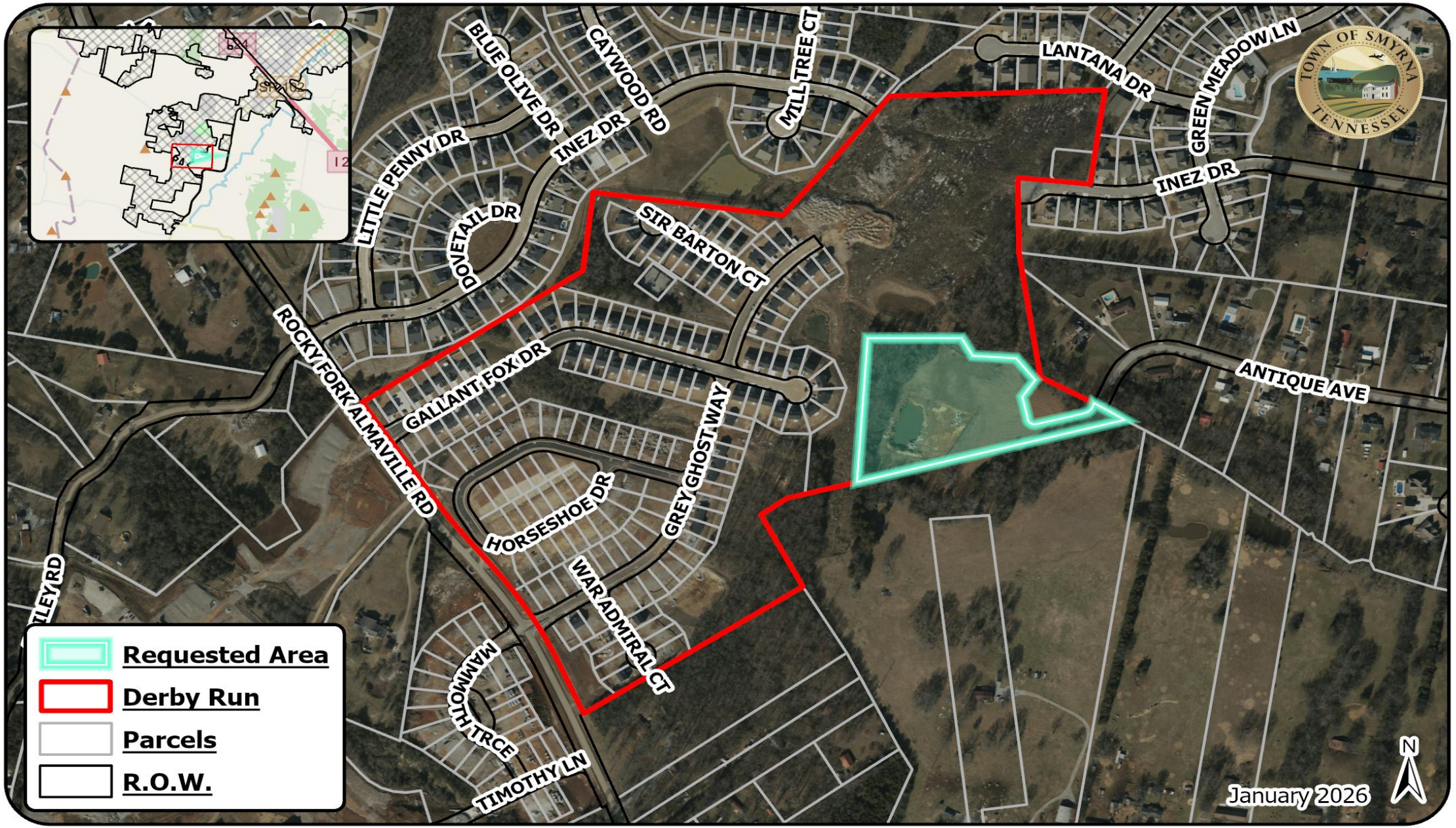

0 335 670 Feet

0 0.07 0.15 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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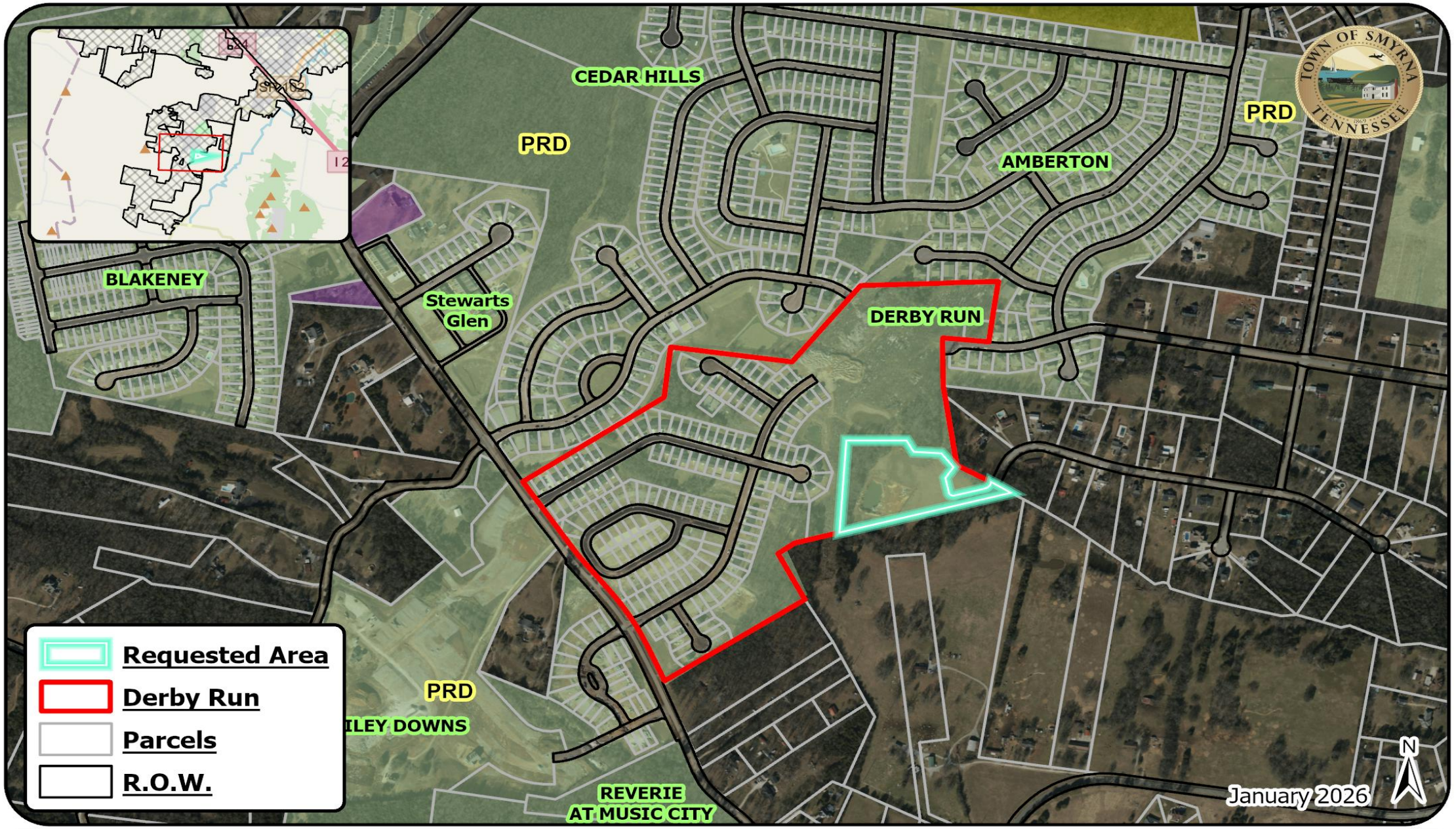
M2 Group, LLC - Request

PRD Amendment for Estate Lots

Owners: Charter Commercial, LLC

Tax Map: 55
Parcel: 31.00
Acres: +/- 5.5



0 500 1,000 Feet

0 0.13 0.25 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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PRD Amendment for Estate Lots

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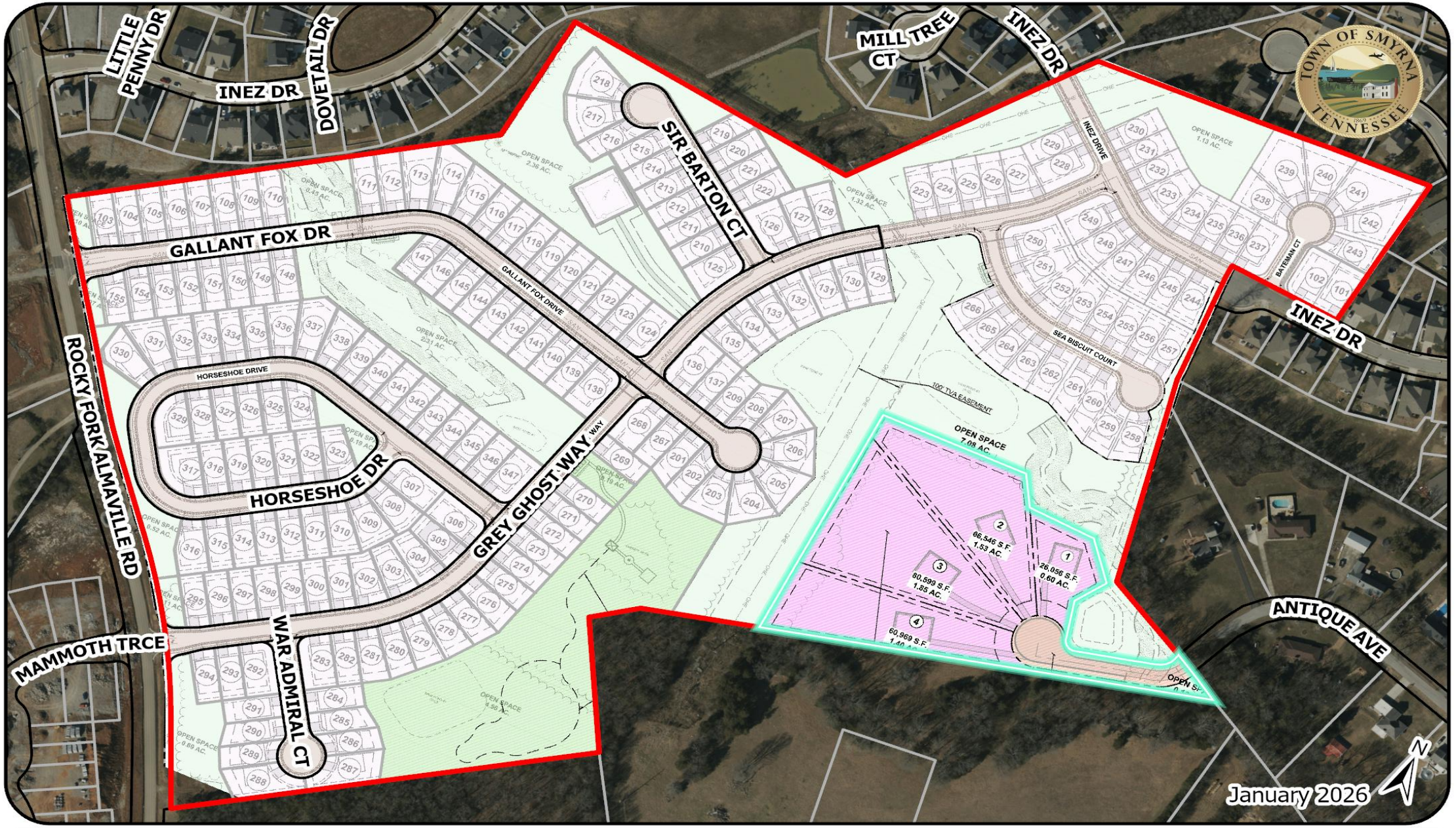

0 200 400 Feet

0 0.05 0.1 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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M2 Group, LLC - Request

PRD Amendment for Estate Lots

Owners: Charter Commercial, LLC

Tax Map: 55
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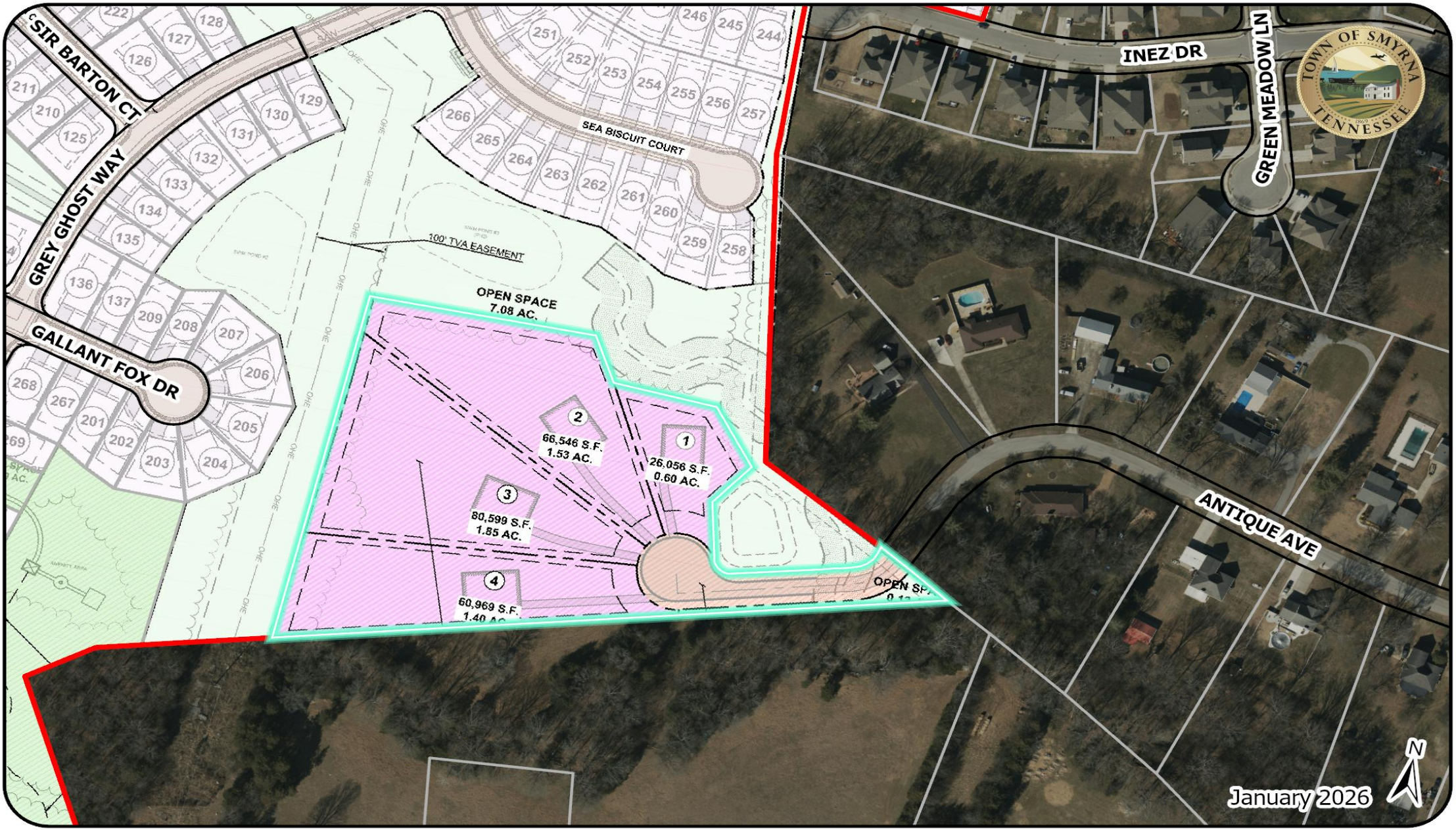

0 137.5 275 Feet

0 0.03 0.07 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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M2 Group, LLC - Request

PRD Amendment for Estate Lots

Owners: Charter Commercial, LLC

Tax Map: 55
Parcel: 31.00
Acres: +/- 5.5

AMENDED PRD FOR:
DERBY RUN
ROCKY FORK ALMAVILLE ROAD
TOWN OF SMYRNA
RUTHERFORD COUNTY, TENNESSEE
JANUARY, 2026

PURPOSE STATEMENT:

ON BEHALF OF THE OWNER OF THE SUBJECT PROPERTY, CHARTER COMMERCIAL, LLC, M2 GROUP, LLC REQUESTS TO AMEND THE APPROVED DERBY RUN PRD. THIS AMENDMENT ALLOWS FOR THE ADDITION OF FOUR (4) LOTS TO THE DEVELOPMENT.

THE AFOREMENTIONED LOTS WILL HAVE ACCESS TO PUBLIC RIGHT-OF-WAY BY WAY OF ANTIQUE AVENUE, A RUTHERFORD COUNTY DEAD-END RIGHT-OF-WAY. THIS RIGHT-OF-WAY WILL BE EXTENDED INTO THE INCORPORATED LIMITS OF THE TOWN OF SMYRNA.

DERBY RUN PRD IS LOCATED ALONG THE EAST SIDE OF ROCKY FORK ALMAVILLE ROAD. THE PORTION OF THE PRD TO BE AMENDED IS IDENTIFIED ON TAX MAP 55 AS PARCEL 31.00 AND IS APPROXIMATELY 25.0± ACRES. THE PROPOSED LOTS AND PUBLIC RIGHT-OF-WAY SHALL EXIST ON APPROXIMATELY 5.9± ACRES OF THIS PARENT TRACT.

THE REQUEST IS TO APPROVE THE DERBY RUN PRD, A DEVELOPMENT THAT RESPECTS THE EXISTING TOPOGRAPHY WHILE CREATING AREAS OF ACTIVE AND PASSIVE OPEN SPACE. THE PROPOSED PRD WILL PROVIDE 68.66± ACRES OF RESIDENTIAL ZONING AND WILL CONSIST OF 206 SINGLE FAMILY UNITS YIELDING AN OVERALL DENSITY OF 3.00 DWELLING UNITS PER ACRE. ALL LOTS WILL BE AVAILABLE FOR PURCHASE. THE PROPOSED HOME SIZES WILL BE A MINIMUM OF 1,600 SF.

CIVIL ENGINEER/SURVEYOR:
M2 GROUP, LLC
ADDRESS: P.O. BOX 2543
BRENTWOOD, TN 37024
PHONE NO.: 615.335.0376
MIKE@M2GROUPLLC.COM
CONTACT NAME: MIKE CAMPBELL, PE

UTILITY COMPANIES

WATER
CONSOLIDATED UTILITY DISTRICT
CONTACT: JASON LAXSON, PE
709 NEW SALEM HWY, P.O. BOX 249
MURFREESBORO, TN 37133-0249
PHONE: 615-867-7327

ELECTRIC
MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION
CONTACT: JOSH HOWLAND
326 ST. ANDREWS DRIVE
MURFREESBORO, TN 37133
PHONE: 615-494-1627

GAS
SMYRNA UTILITIES
CONTACT: MARK PARKER
315 SOUTH LOWRY STREET
SMYRNA, TN 37167
PHONE: 615-459-9742, EXT. 2110

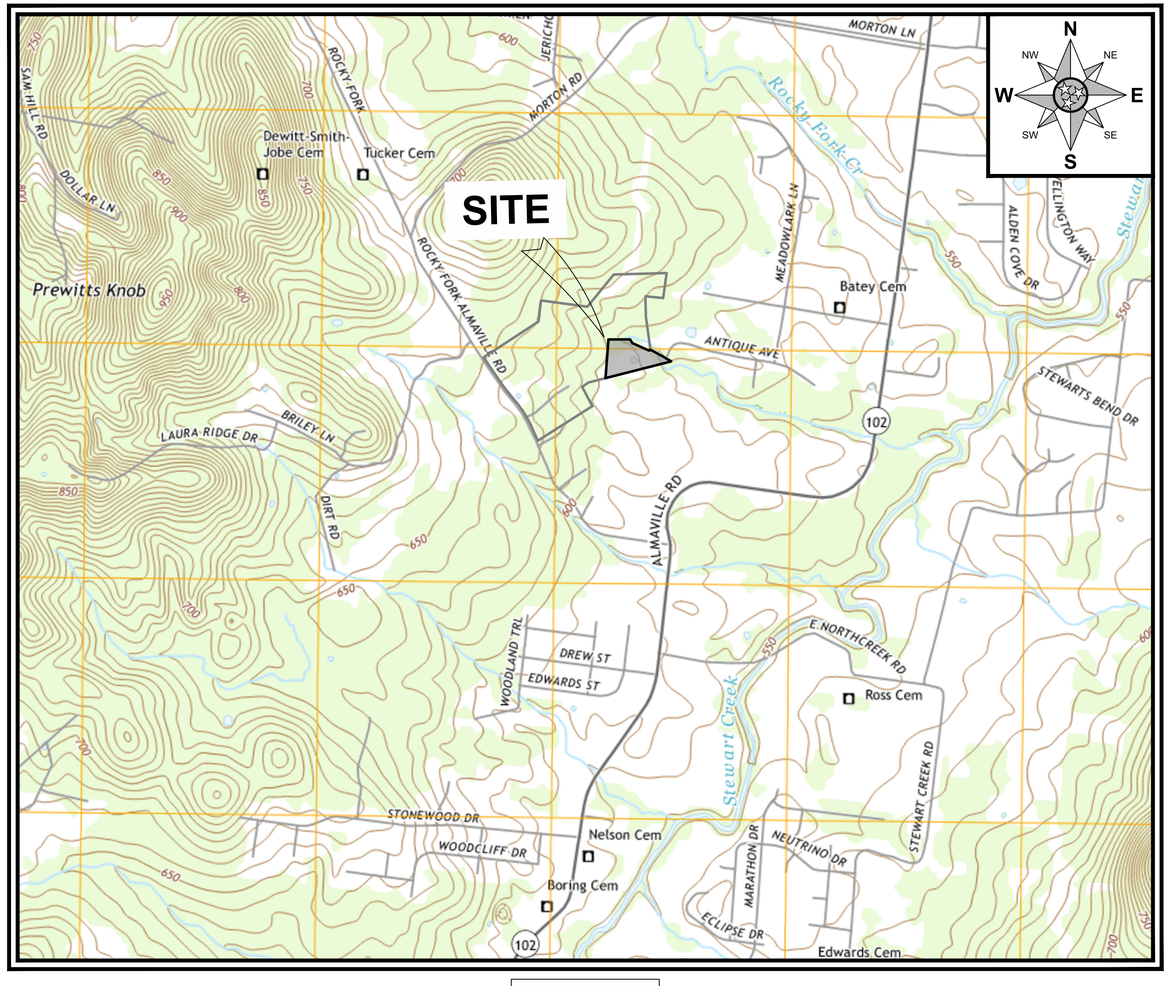
SANITARY SEWER
SMYRNA UTILITIES
CONTACT: MARK PARKER
315 SOUTH LOWRY STREET
SMYRNA, TN 37167
PHONE: 615-459-9742, EXT. 2110

TELEPHONE
AT&T
CONTACT: CARLOS POOLE
116 SOUTH CANNON AVENUE
MURFREESBORO, TN 37129
PHONE: 615-896-8533

OTHER CONTACTS

FIRE DEPARTMENT
SMYRNA FIRE DEPARTMENT
CONTACT: BRIAN GOSS
145 SOUTH LOWRY STREET
SMYRNA, TN 37167
PHONE: 615-459-9735, EXT. 7500

PLANNING DEPARTMENT
SMYRNA PLANNING & ZONING DEPARTMENT
CONTACT: KEVIN RIGSBY
315 SOUTH LOWRY STREET
SMYRNA, TN 37167
PHONE: 615-459-9742, EXT. 2137



VICINITY MAP
SCALE: 1" = 1,000'
SOURCE: USGS

Sheet List Table	
SHEET NUMBER	SHEET TITLE
C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS
C2.0	OVERALL SITE PLAN
C2.1	SITE PLAN
C3.0	GRADING & DRAINAGE PLAN
C5.0	UTILITY PLAN

SITE DATA TABLE

PROJECT NAME:	DERBY RUN SUBDIVISION
PARCEL ID:	MAP 54, PARCEL 53, 54, 55, 56.01; MAP 55, PARCEL 29.01, 31, 31.01, 31.02, MAP 73, PARCEL 14
TOTAL SITE AREA:	68.66± ACRES
BASE ZONING:	PRD
PROPOSED USE:	SUBDIVISION
FEMA FLOOD HAZARD ZONE:	"X"
FEMA FLOOD MAP:	47149C0115J (ALL MAPS WERE REVISED ON OCTOBER 16, 2008.)
PARKING REQUIRED:	N/A
PARKING PROVIDED:	N/A

NOTE TO CONTRACTOR:
THE CONTRACTOR SHALL REFER TO ALL PLANS WITHIN THIS PLAN SET AND THE WRITTEN PROJECT SPECIFICATIONS. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET IN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THIS PROJECT.

811 Know what's below. Call before you dig.

REVISION #	DATE	DESCRIPTION
#1	12/17/2025	REVISED PER STAFF COMMENTS
#2	01/07/2026	REVISED PER STAFF COMMENTS

MICHAEL S. CAMPBELL — REGISTERED ENGINEER — AGRICULTURE — COMMERCE — STATE OF TENNESSEE
01/07/2026

AMENDED PRD FOR:
DERBY RUN
ROCKY FORK ALMAVILLE ROAD
TOWN OF SYMRNA RUTHERFORD COUNTY, TENNESSEE
MAP 54, PARCEL 53, 54, 55, 56.01;
MAP 55, PARCELS 29.01, 31, 31.01, 31.02;MAP 73, PARCEL 14

M2 GROUP
P.O. BOX 2543
BRENTWOOD, TN 37024-2543
615-554-0287 / MGROUPLLC.COM

COVER SHEET

TGT	MSC
DRAWN BY :	CHECKED BY :
DATE : JANUARY 7, 2026	PROJECT NO. : 22-114

SHEET NUMBER:
C0.0

22-114_C0.0 - COVER SHEET.DWG | Tuesday, January 6, 2026 3:24:21 PM
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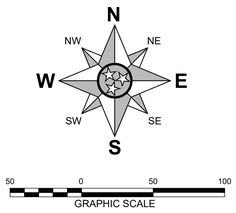

EXISTING CONDITIONS SURVEYOR'S NOTES:

1. EXISTING CONDITIONS DATA REFLECTED HERE-IN IS BASED ON A COMBINATION OF PUBLICLY AVAILABLE GIS AND LIDAR DATA, AS WELL AS DATA OBTAINED VIA SITE VISITS AND AERIAL ANALYSIS.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SITE CONDITIONS. SHOULD THE CONTRACTOR ENCOUNTER UNCHARTED INFRASTRUCTURE WHICH INTERFERE WITH CONSTRUCTION OR MAY IMPACT EXISTING TO REMAIN INFRASTRUCTURE, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO COMMENCING WITH WORK.
3. GEOTECHNICAL EXPLORATION HAS NOT BEEN PERFORMED ON THIS SITE.
4. HYDRANT FLOW DATA HAS NOT BEEN OBTAINED FOR THIS SITE.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITY MAINS AND SERVICE CONNECTIONS, NOT EXCLUDING IRRIGATION AND LOW VOLTAGE INFRASTRUCTURE, BOTH ABOVE AND BELOW GROUND AS WELL AS VERIFY EXACT PROPERTY LIMITS VIA LICENSED SURVEYOR PRIOR TO COMMENCING ANY WORK ON SITE.
6. THE CONTRACTOR SHALL NOTIFY THE COMMON GROUND ALLIANCE ONE-CALL SYSTEM (CALL 811 OR SUBMIT AN ONLINE REQUEST), AND ALL NON ONE-CALL SYSTEM MEMBERS, AND CONFIRM ALL UTILITIES HAVE BEEN MARKED PRIOR TO COMMENCEMENT OF SITE OPERATIONS.
7. SHOULD THE CONTRACTOR DISCOVER DISCREPANCIES BETWEEN PROVIDED AND ACTUAL FIELD CONDITIONS, INCLUDING UNCHARTED UTILITIES, HISTORIC AND/OR ARCHEOLOGICAL ARTIFACTS OR REMAINS BE ENCOUNTERED DURING EXCAVATION OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO PROCEEDING WITH WORK.
8. ALL DEMOLISHED AND EXCESS MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE SPECIFIED BY THE OWNER. THE CONTRACTOR SHALL DISPOSE OF ALL DEMOLISHED MATERIALS OFF-SITE, IN A LEGAL MANNER. PROLONGED STORAGE OR THE SALE OF DEMOLISHED ITEMS OR MATERIALS ON-SITE IS NOT PERMITTED WITHOUT PRIOR NOTIFICATION AND CONSENT BY THE OWNER.
9. THE CONTRACTOR SHALL PROVIDE PROTECTION TO ALL STREETS, FENCES, TREES, UTILITIES, AND STRUCTURES THAT ARE TO REMAIN. CONTRACTOR-CAUSED DAMAGE SHALL BE REPAIRED TO MATCH EXISTING CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.
10. THE CONTRACTOR SHALL REPAIR ALL CONTRACTOR CAUSED DAMAGES TO UTILITIES AND RELOCATE EXISTING IRRIGATION LINES AS NECESSARY FOR CONSTRUCTION, ACCORDING TO CURRENT LOCAL STANDARDS AT NO ADDITIONAL COST TO THE OWNER.
11. ALL DAMAGE TO EXISTING PAVEMENT, TO REMAIN, SHALL BE REPLACED WITH LIKE MATERIALS AT THE CONTRACTOR'S EXPENSE.
12. EXCEPT AS SHOWN, NO TREES SHALL BE REMOVED AND/OR VEGETATION DISTURBED WITHOUT WRITTEN APPROVAL BY THE OWNER. THE CONTRACTOR SHALL HIRE A LICENSED LANDSCAPE CONTRACTOR TO OVERSEE TREE PROTECTION, PRESERVATIONS, AND/OR TREATMENT.
13. PRIOR TO GRADING OPERATIONS, THE CONTRACTOR SHALL LOCATE TREES TO BE PROTECTED AND NEATLY CUT ROOTS TO A DEPTH OF 30" AT THE DIMENSIONED LIMITS SHOWN USING A UTILITY TRENCHING MACHINE. TREE LIMBS SHALL BE PRUNED BY THE SAME PROPORTIONAL PERCENTAGE AS TREE ROOTS REMOVED.
14. CONTRACTOR SHALL NOT OPERATE OR STORE HEAVY EQUIPMENT, NOR HANDLE/STORE MATERIALS WITHIN DRIPLINES OF TREES OR WITHIN STORMWATER TREATMENT FOOTPRINTS.
15. ALL DEMOLITION SHALL BE PERFORMED IN A MANNER CONSISTENT WITH APPLICABLE LAWS AND REGULATIONS. CONTRACTOR SHALL TAKE PRECAUTIONS TO LIMIT DUST, SEDIMENT TRANSPORT, TRACKING, NOISE, AND VIBRATION TO THE MINIMUM EXTENT PRACTICAL.
16. THE CONTRACTOR SHALL REPORT ALL COMPLAINTS AS IT PERTAINS TO DISRUPTION TO THE COMMUNITY TO THE OWNER WITHIN 24 HOURS. THE CONTRACTOR SHALL MAKE AN ATTEMPT TO OBTAIN CONTACT INFORMATION FOR THE COMPLAINANT SHOULD THE OWNER CHOOSE TO FOLLOW UP.
17. BLASTING SHALL BE PERFORMED IN A MANNER CONSISTENT WITH APPLICABLE RULES AND REGULATIONS. THE CONTRACTOR SHALL CONSULT WITH QUALIFIED BLASTING PROFESSIONALS PRIOR TO COMMENCEMENT OF BLASTING.
18. UNLESS OTHERWISE NOTED, IT IS NOT ANTICIPATED THAT HAZARDOUS MATERIALS WILL BE ENCOUNTERED. IF MATERIALS ARE SUSPECTED OF CONTAINING HAZARDOUS MATERIALS IS ENCOUNTERED, NOTIFY THE OWNER AND APPLICABLE AUTHORITIES PRIOR TO COMMENCING WORK.
19. PRIOR TO COMMENCEMENT OF SITE OPERATIONS, THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT A WASTE MANAGEMENT AND RECYCLING PLAN.
20. ALL PAVEMENT, BASE COURSE, SIDEWALKS, CURBS, BUILDINGS, FOUNDATIONS, ETC. IN THE AREAS TO BE REMOVED, SHALL BE REMOVED TO FULL DEPTH. EXISTING BASE COURSE MATERIALS MAY BE WORKED IN THE NEW PAVEMENT OR BUILDING SUBGRADE PROVIDED THAT THE GRADATION, CONSISTENCY, COMPACTION, SUBGRADE CONDITIONS, ETC. ARE IN ACCORDANCE WITH THE SPECIFICATIONS. BASE COURSE MATERIALS SHALL NOT BE WORKED IN THE SUGRADE OF AREAS TO RECEIVE PLANTINGS.
21. CAVITIES LEFT BY STRUCTURE REMOVAL SHALL BE BACKFILLED WITH SATISFACTORY MATERIAL AND COMPACTED TO 98% OF MAXIMUM DENSITY PER ASTM D698 - STANDARD PROCTOR.
22. THE CONTRACTOR SHALL PROVIDE NEAT, STRAIGHT, AND PERPENDICULAR SAWCUTS ALONG EXISTING STRUCTURES, PAVEMENTS, AND CONCRETE DEMOLITION TO REMAIN.

LEGEND:

- *EXISTING PROPERTY LINE*
- *EXISTING RIGHT-OF-WAY*
- *EXISTING ADJACENT PROPERTY LINE*
- *MUNICIPLE / TOWNSHIP / DISTRICT LINE*
- *EXISTING EASEMENT*
- *MBSL — MINIMUM BUILDING SETBACK LINE*
- *870 — EXISTING INDEX CONTOUR*
- *EXISTING FENCE*
- *EXISTING DITCH FLOW LINE*
- *SAN — EXISTING SANITARY SEWER LINE*
- *FM — EXISTING FORCEMAIN LINE*
- *ST — EXISTING STORM SEWER LINE*
- *G — EXISTING GAS LINE*
- *W — EXISTING WATER LINE*
- *F — EXISTING FIBER OPTIC LINE*
- *C — EXISTING UNDERGROUND COMM. LINE*
- *OHW — EXISTING OVERHEAD WIRE*
- *OHE — EXISTING OVERHEAD ELECTRIC*
- *E — EXISTING UNDERGROUND ELEC. LINE*
- *OHT — EXISTING OVERHEAD TELEPHONE LINE*
- *T — EXISTING UNDERGROUND TELEPHONE LINE*
- *? — EXISTING UNKNOWN UTILITY*

NOTE:
CONTRACTOR SHALL VERIFY EXISTING FIELD CONDITIONS PRIOR TO START OF CONSTRUCTION.

811 Know what's below. Call before you dig.

REVISION #	DATE	DESCRIPTION
#1	12/17/2025	REVISED PER STAFF COMMENTS
#2	01/07/2026	REVISED PER STAFF COMMENTS

MICHAEL S. CAMPBELL
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
STATE OF TENNESSEE
01/07/2026

AMENDED PRD FOR:
DERBY RUN
ROCKY FORK ALMAVILLE ROAD
TOWN OF SYMRNA RUTHERFORD COUNTY, TENNESSEE
MAP 54, PARCEL 53, 54, 55, 56.01;
MAP 55, PARCELS 29.01, 31, 31.01, 31.02;MAP 73, PARCEL 14

M2 GROUP
P.O. BOX 2543
BRENTWOOD, TN 37024-2543
615.545.0227 / M2GROUP.LLC.COM

EXISTING CONDITIONS

DATE :	JANUARY 7, 2026	DRAWN BY :	TGT
PROJECT NO. :	22-114	CHECKED BY :	MSC

SHEET NUMBER:
C1.0

22-114, C1.0 - EXISTING CONDITIONS.DWG | Tuesday, January 6, 2026 3:25:07 PM
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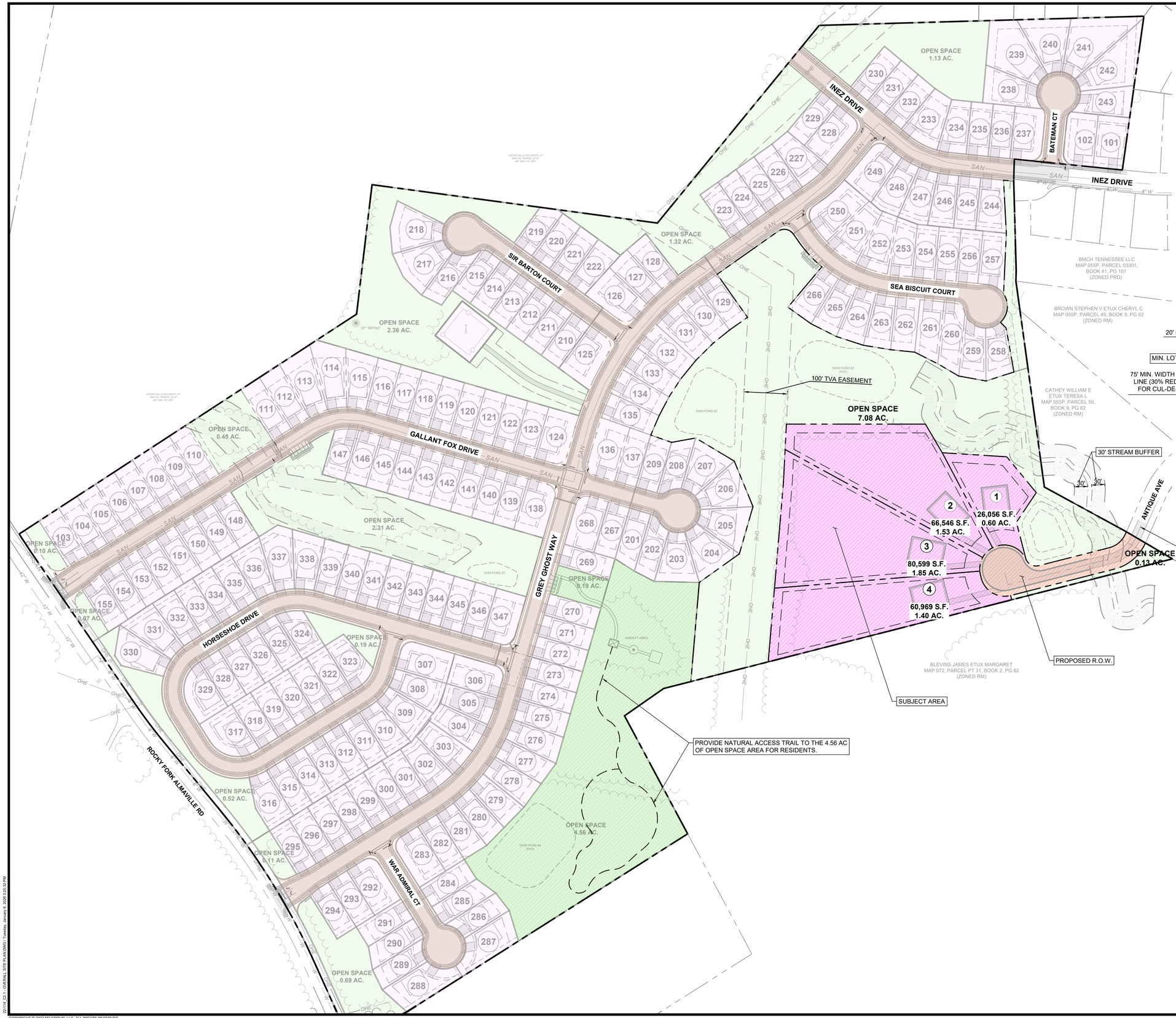
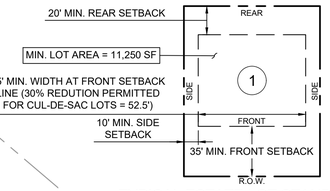


OPEN SPACE NOTES:

1. ACCORDING TO THE TOWN OF SMYRNA ZONING CODE A MINIMUM OF 15% OF THE GROSS ACREAGE OF THE SITE SHALL BE SET ASIDE AS COMMON OPEN SPACE. THIS SPACE MAY BE UNIMPROVED AND PASSIVE IN NATURE AND COULD INCLUDE STEEP SLOPES, FLOODPLAINS, OTHER NATURAL FEATURES, OR STORMWATER MANAGEMENT AREAS.
2. ACCORDING TO THE TOWN OF SMYRNA ZONING CODE A MINIMUM OF 30% OF THE GROSS ACREAGE SET ASIDE AS COMMON OPENSPACE MUST BE SUITABLY IMPROVED TO BE USABLE BY THE RESIDENTS IN THE AREA.

OPEN SPACE CALCS (ACRES)	
TOTAL SITE AREA	68.66
TOTAL OPEN SPACE	21.20
TOTAL IMPROVED OPEN SPACE	4.75
REQUIRED OPEN SPACE AREA	10.30
REQUIRED IMPROVED OPEN SPACE	3.09



TYPICAL ESTATE LOT STANDARDS

SCALE: 1"=50'

TYPICAL LOT NOTES:

1. R-3 (MEDIUM RESIDENTIAL) WAS USED AS THE BASIS FOR ESTATE LOT STANDARDS.
2. MINIMUM LOT SIZE IS GOVERNED BY §4.073.3 OF THE TOWN OF SMYRNA ZONING ORDINANCE. MIN. LOT SIZE IS BASED ON 75% OF THE MIN. LOT SIZE REQUIRED OF THE ABUTTING PROPERTY TO THE SOUTH, WHICH IS ZONED MEDIUM DENSITY RESIDENTIAL AND REQUIRES A MIN. LOT AREA OF 15,000 SF PER THE RUTHERFORD COUNTY ZONING ORDINANCE.

Know what's below. Call before you dig.

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#1	12/17/2025	REVISED PER STAFF COMMENTS
#2	01/07/2026	REVISED PER STAFF COMMENTS

MICHAEL S. CAMPBELL REGISTERED LANDSCAPE ARCHITECT AGRICULTURE COMMERCE LICENSE STATE OF TENNESSEE
01/07/2026

AMENDED PRD FOR: DERBY RUN

ROCKY FORK ALMAVILLE ROAD
TOWN OF SYMRNA RUTHERFORD COUNTY, TENNESSEE
MAP 54, PARCEL 53, 54, 55, 56.01;
MAP 55, PARCELS 29.01, 31, 31.01, 31.02;MAP 73, PARCEL 14

M2 GROUP
P.O. BOX 2543
BRENTWOOD, TN 37024-2543
615-656-0207 / M2GROUP-LLC.COM

OVERALL SITE PLAN

DRAWN BY :	TGT
CHECKED BY :	MSC
DATE :	JANUARY 7, 2026
PROJECT NO. :	22-114

SHEET NUMBER:
C2.0

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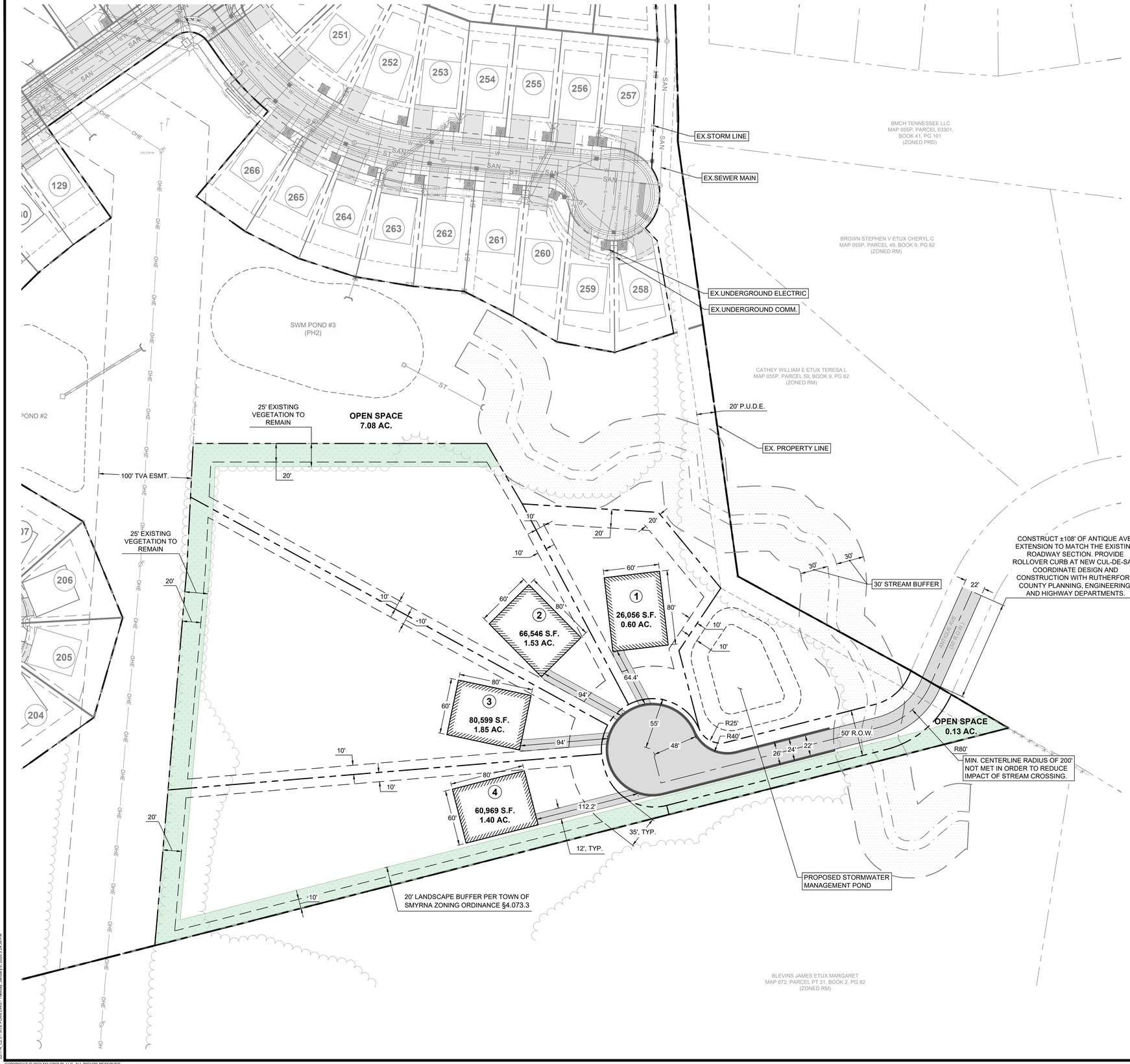

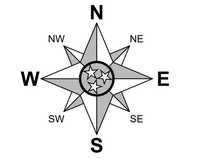

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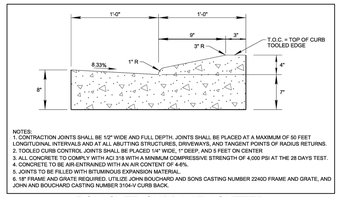
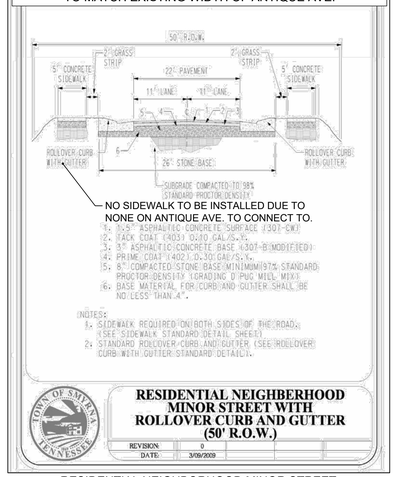
GRAPHIC SCALE



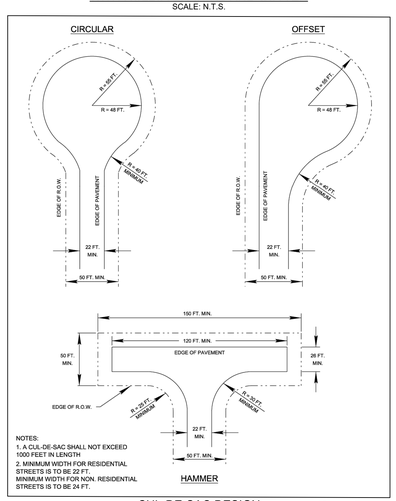
NOTES:
1. CONTRACTION JOINTS SHALL BE 1/3" WIDE AND FULL DEPTH. JOINTS SHALL BE PLACED AT A MAXIMUM OF 50 FEET LONGITUDINAL INTERVALS AND AT ALL ABUTTING STRUCTURES, DRIVEWAYS, AND TANGENT POINTS OF RADIUS RETURNS.
2. TOOLED CURB CONTROL JOINTS SHALL BE PLACED 1/4" WIDE, 1" DEEP, AND 5 FEET ON CENTER.
3. ALL CONCRETE TO COMPLY WITH ACI 318 WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT THE 28 DAYS TEST.
4. CONCRETE TO BE AIR-ENTRAINED WITH AN AIR CONTENT OF 4-6%.
5. JOINTS TO BE FILLED WITH BITUMINOUS EXPANSION MATERIAL.
6. 18" FRAME AND GRATE REQUIRED. UTILIZE JOHN BOUCHARD AND SONS CASTING NUMBER 22400 FRAME AND GRATE, AND JOHN AND BOUCHARD CASTING NUMBER 31041 CURB BACK.

ROLLOVER CURB WITH GUTTER
SCALE: N.T.S.

NOTE: OLD DETAIL OF RESIDENTIAL NEIGHBORHOOD STREET (22' ASPHALT WIDTH VS. 24' WIDTH IN CURRENT DETAIL) USED TO MATCH EXISTING WIDTH OF ANTIQUE AVE.



RESIDENTIAL NEIGHBORHOOD MINOR STREET WITH ROLLOVER CURB AND GUTTER
SCALE: N.T.S.



NOTES:
1. A CUL-DE-SAC SHALL NOT EXCEED 1000 FEET IN LENGTH
2. MINIMUM WIDTH FOR RESIDENTIAL STREETS IS TO BE 22 FT. MINIMUM WIDTH FOR NON. RESIDENTIAL STREETS IS TO BE 24 FT.

CUL-DE-SAC DESIGN
SCALE: N.T.S.

811 Know what's below. Call before you dig.

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#1	12/17/2025	REVISED PER STAFF COMMENTS
#2	01/07/2026	REVISED PER STAFF COMMENTS

MICHAEL S. CAMPBELL
REGISTERED
LICENSED
LANDSCAPE
ARCHITECT
COMMERCE
LICENSE
STATE OF TENNESSEE
01/07/2026

AMENDED PRD FOR:
DERBY RUN
ROCKY FORK ALMAVILLE ROAD
TOWN OF SYMRNA RUTHERFORD COUNTY, TENNESSEE
MAP 54, PARCEL 53, 54, 55, 56.01;
MAP 55, PARCELS 29.01, 31, 31.01, 31.02;MAP 73, PARCEL 14

M2 GROUP
P.O. BOX 2543
BRENTWOOD, TN 37024-2543
615-554-0527 / M2GROUP.LLC.COM

SITE PLAN

DRAWN BY :	TGT
CHECKED BY :	MSC
DATE :	JANUARY 7, 2026
PROJECT NO. :	22-114

SHEET NUMBER:
C2.1

22-114_C2.0 - SITE PLAN.DWG | Tuesday, January 6, 2026 3:24:38 PM
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NW NE
W E
SW SE
S

50 0 50 100
GRAPHIC SCALE

LEGEND:

- *EXISTING PROPERTY LINE*
- *EXISTING RIGHT-OF-WAY*
- *EXISTING ADJACENT PROPERTY LINE*
- *MUNICIPLE / TOWNSHIP / DISTRICT LINE*
- *EXISTING EASEMENT*
- *MBSL MINIMUM BUILDING SETBACK LINE*
- *870 EXISTING INDEX CONTOUR*
- *EXISTING FENCE*
- *EXISTING DITCH FLOW LINE*
- *SAN EXISTING SANITARY SEWER LINE*
- *FM EXISTING FORCEMAIN LINE*
- *ST EXISTING STORM SEWER LINE*
- *G EXISTING GAS LINE*
- *W EXISTING WATER LINE*
- *F EXISTING FIBER OPTIC LINE*
- *C EXISTING UNDERGROUND COMM. LINE*
- *OHW EXISTING OVERHEAD WIRE*
- *OHE EXISTING OVERHEAD ELECTRIC*
- *E EXISTING UNDERGROUND ELEC. LINE*
- *OHT EXISTING OVERHEAD TELEPHONE LINE*
- *T EXISTING UNDERGROUND TELEPHONE LINE*
- *? EXISTING UNKNOWN UTILITY*

Know what's below.
Call before you dig.

REVISION #	DATE	DESCRIPTION
#1	12/17/2025	REVISED PER STAFF COMMENTS
#2	01/07/2026	REVISED PER STAFF COMMENTS

MICHAEL S. CAMPBELL
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
LICENSE
STATE OF TENNESSEE
01/07/2026

AMENDED PRD FOR:
DERBY RUN

ROCKY FORK ALMAVILLE ROAD
TOWN OF SYMRNA RUTHERFORD COUNTY, TENNESSEE
MAP 54, PARCEL 53, 54, 55, 55.01;
MAP 55, PARCELS 29.01, 31, 31.01, 31.02;MAP 73, PARCEL 14

M2 GROUP
P.O. BOX 3543
BRENTWOOD, TN 37024-3543
615-656-0257 | M2GROUP-LLC.COM

GRADING & DRAINAGE PLAN

DATE :	JANUARY 7, 2026	DRAWN BY :	TGT
PROJECT NO. :	22-114	CHECKED BY :	MSC

SHEET NUMBER:
C3.0

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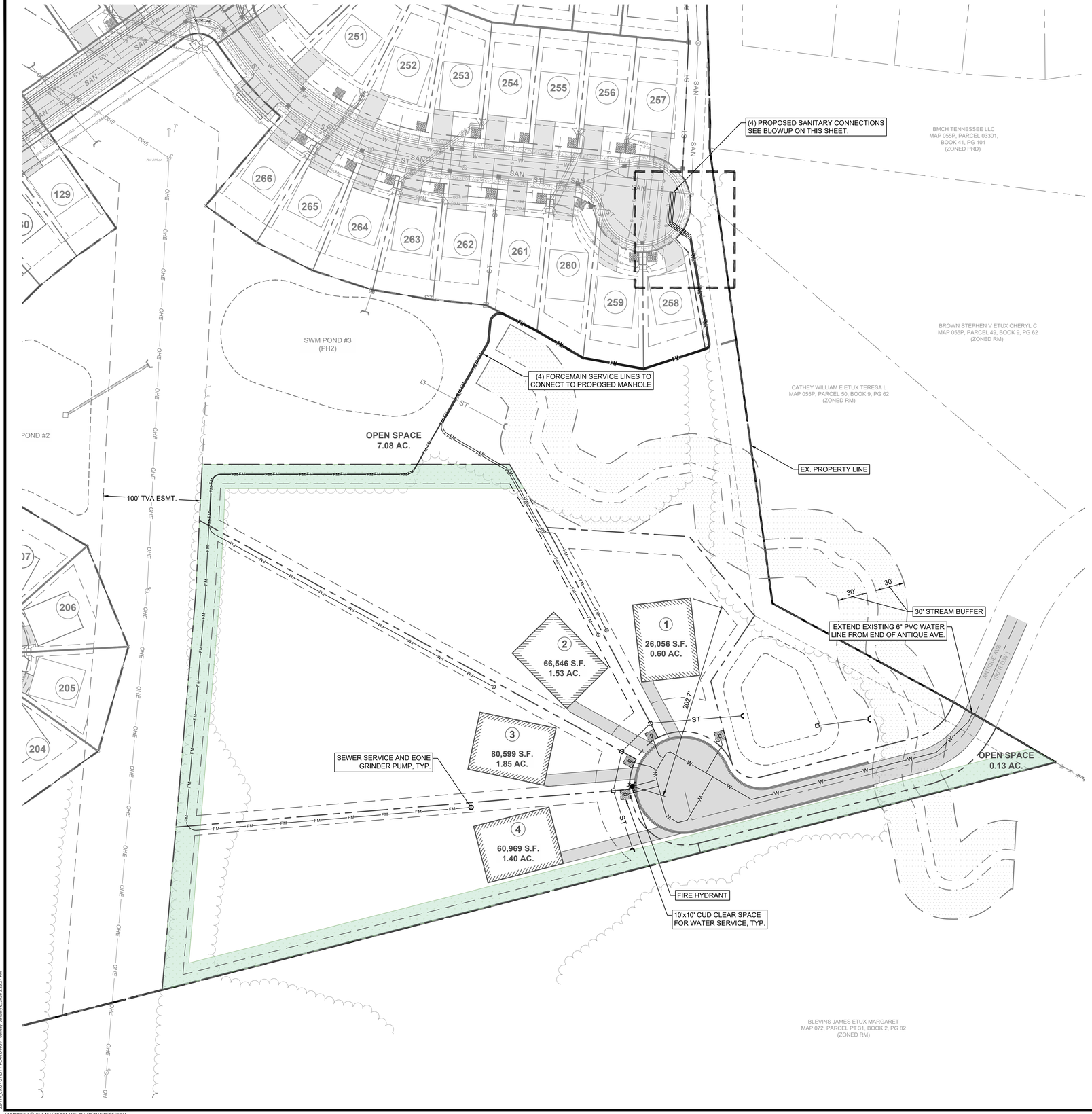
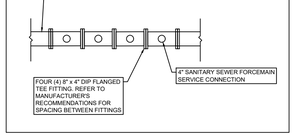
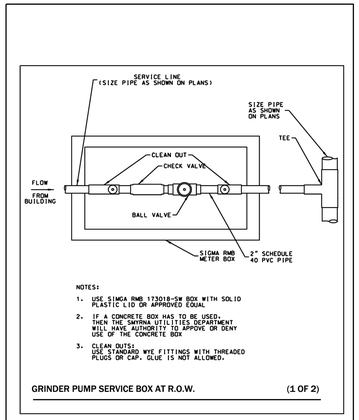
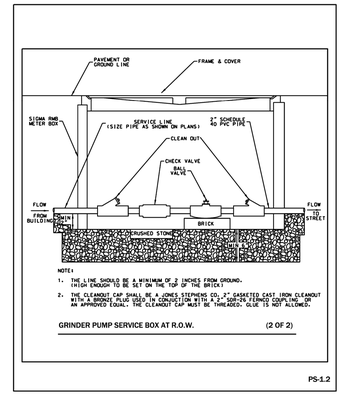
22-114_CI.D - GRADING & DRAINAGE.DWG | Tuesday, January 6, 2026 3:25:52 PM

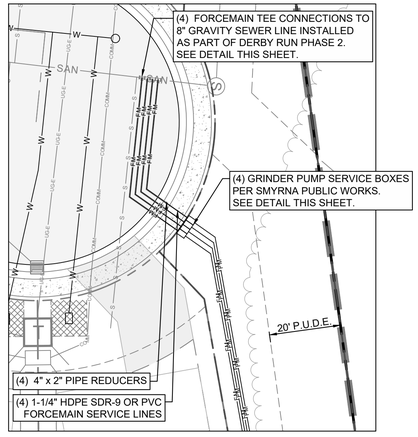


DUCTILE IRON FLANGED TEE SERVICE CONNECTION FOR SANITARY SEWER FORCEMAIN



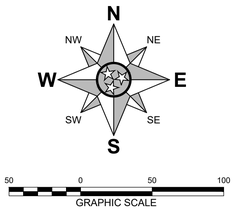






FORCEMAIN CONNECTION BLOWUP

SCALE: 1" = 20'



LEGEND:

- EXISTING PROPERTY LINE
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- EXISTING ADJACENT PROPERTY LINE
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- SAN — EXISTING SANITARY SEWER LINE
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REVISION #	DATE	DESCRIPTION
#1	12/17/2025	REVISED PER STAFF COMMENTS
#2	01/07/2026	REVISED PER STAFF COMMENTS

MICHAEL S. CAMPBELL
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
COMMERCE
LIVING
STATE OF TENNESSEE
01/07/2026

AMENDED PRD FOR: DERBY RUN

ROCKY FORK ALMAVILLE ROAD
TOWN OF SYMRNA RUTHERFORD COUNTY, TENNESSEE
MAP 54, PARCEL 53, 54, 55, 58.01;
MAP 55, PARCELS 29.01, 31, 31.01, 31.02;MAP 73, PARCEL 14

M2 GROUP
P.O. BOX 3543
BRENTWOOD, TN 37024-3543
615-656-0057 | M2GROUP.LLC.COM

UTILITY PLAN

DATE :	JANUARY 7, 2026	DRAWN BY :	TGT
PROJECT NO. :	22-114	CHECKED BY :	MSC

SHEET NUMBER:

C5.0

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M2 Group – PRD Amendment Request

Tax Map 55, Parcel 31.00 owned by Charter Commercial, LLC. Property requested by M2 Group on behalf of the owners.

Bordered on the west by the remainder of the Derby Run development and the Cedar Hills development; on the north and east by the Amberton development; on the east by Tax Map 55P, Group B, Parcel 6.00, owned by Stephen V. and Cheryl C. Brown, and Parcel 7.00, owned by William E. and Teresa L. Cathey; and on the south by Tax Map 72, Parcel 9.00, owned by James and Margaret Blevins.

Area requested to be amended contains approximately 25 acres.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.3.
Department: Planning
Date: January 13, 2026

Subject:
Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article IV, Section 4.010.4.A, Article V, Sections 5.052.2 and 5.052.7, and adding Article VII, Section 7.061.21 regarding climate controlled storage facility requirements in the C-2 and C-5 districts.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The Planning Commission and Town Council have discussed the concept of adding climate controlled storage as a use allowed via special exception in the C-2 and C-5 districts for the last couple of joint meetings. These amendments were brought forward based on that discussion.

Summary:
These amendments would amend the text of Article V to allow climate controlled storage as a special exception review in the C-2 and C-5 districts. Article VII, Section 7.061.21 would be added to the ordinance and would establish the conditions that an application would have to meet as a part of the review by the Board of Zoning Appeals. Article IV would be amended to create a parking requirement for this type of development.

The Planning Commission reviewed these amendments and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #26-9
2. ZOA Climate Controlled Self-Storage January 2026

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-9

AN ORDINANCE relative to the amendment of Town of Smyrna Municipal Zoning Ordinance to amend Article IV, Section 4.010.4.A, Article V, Sections 5.052.2 and 5.052.7, and adding Article VII, Section 7.061.21 regarding climate-controlled storage facility requirements in the C-2 and C-5 districts.

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(22), Town Council shall have the power to define, prohibit, abate, suppress, prevent and regulate all acts, practices, conduct, business, occupations, callings, trades, use of property and all other things whatsoever detrimental, or liable to be detrimental, to the health, morals, comfort, safety, convenience or welfare of the inhabitants of the municipality, and exercise general police powers; 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(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; and

WHEREAS, the Planning Commission has recommended this amendment to the Town of Smyrna Zoning Ordinance based upon its review; and

WHEREAS, the amendment is in agreement with the general plan for the Town; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by the amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon any 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 Town of Smyrna Municipal Zoning Ordinance, Article IV, Section 4.010.4.A, Article V, Sections 5.052.2 and 5.052.7, and adding Article VII, Section 7.061.21 regarding climate-controlled storage facility requirements in the C-2 and C-5 districts, be and hereby is amended as specified 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 _____, 2026.

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

Climate Controlled Self-Storage Facility

Outlined below are the proposed changes to the Municipal Zoning Ordinance reflecting the addition of the use of climate controlled self-storage facilities in the C-2 and C-5 zones by special exception, special conditions for climate controlled self-storage facilities and parking requirements. The proposed amendments are highlighted.

Article V - Zoning Districts
5.052.2 C-2, General Commercial District

C. Uses Permitted as Special Exceptions:
In the C-2, General Commercial District, the following uses and their accessory uses may be permitted as special exceptions after review and approval in accordance with ARTICLE VII, SECTION 7.060.

1. Transient habitation: Sporting and recreational vehicle camps.
2. Group assembly, other than racetracks and drag strips.
3. Car Washes and Automobile Detailing.
4. Microbrewery/Microwinery/Microdistillery.
5. Climate Controlled Self-Service Storage Facility.

5.052.7 C-5, Highway Service District

C. Uses Permitted as Special Exceptions:
In the C-5, Highway Service District, the following uses and their accessory uses may be permitted as special exceptions after review and approval in accordance with ARTICLE VII, SECTION 7.060.

1. Transient habitation: Sporting and recreational vehicle camps.
2. Group assembly, other than racetracks and drag strips.
3. Motor vehicle dealers (new and used), motorcycle dealers, boat dealers, and recreational and utility trailer dealers.
4. Automotive service and repair, except for auto towing services.
5. Climate Controlled Self-Service Storage Facility.

Article VII - Administration and Enforcement
7.061.21 Special Conditions for Climate Controlled Self-Storage Facilities

A. The minimum size of a lot for this use shall be two (2) acres.
B. The maximum size of an individual storage unit shall be six-hundred (600) square feet.
C. Storage units shall not be used for the manufacturing, processing or assembly of goods, the sale of goods, or personal services on the premises or for customer pickup.
D. The operation of equipment or tools shall be prohibited on the premises.
E. Outdoor self-storage shall not be conducted on the same site as climate controlled self-storage facilities.

F. Auctions are prohibited with the exception of an auction conducted by property management for abandoned units.
G. No storage unit doors may be visible from the public right-of-way.
H. A facility shall not be located within 300' from any major intersection. A major intersection shall be defined as any two arterial streets, any arterial and any collector street or any two collector streets.
I. A minimum of 50% of the ground level on the primary street frontage and minimum 20% on any secondary street frontage shall be transparent or contain glass/glazing. The upper levels shall have a minimum of 15%.
J. Street facing facades of buildings shall not exceed 20 feet in length without a building articulation. Permitted articulations include: facade offset with minimum depth of four (4) feet extending the full height of the facade, facade recess or projection with a minimum depth of four (4) inches and minimum width of one (1) foot extending the full height of the first story, variation in building or parapet height a minimum of two (2) feet for single story buildings and four (4) feet for multiple story buildings, use of multiple roof forms.
K. Any other conditions as determined by the Board of Zoning Appeals.

Article IV - Supplementary Provisions Applying to Specific Districts
4.010.4.A Manufacturing and Industrial Activities

Type of Manufacturing/Industrial Activity	Parking Standard
Climate Controlled Self-Service Storage Facility	1 Space/50 Units + 5 Spaces

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.4.
Department: Planning
Date: January 13, 2026

Subject:
Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article II, Section 2.020 regarding solid waste services.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
These amendments have been brought forward by staff to address an issue about which the Zoning Ordinance is currently silent. Solid waste services such as storage of roll-off dumpsters or a trash hauling business are not addressed in any way in the Zoning Ordinance currently. A business recently opened on a C-2 zoned lot without any approvals. Staff does not believe this district is an appropriate location for this type of use, but because of the lack of clarity found it difficult to provide clear direction to the business where it would be allowed.

Summary:
These amendments would define solid waste services and place them in the activity type of Warehousing, Goods Transport, and Storage. This would have the effect of allowing this use in the I-1, I-2, I-3, and A-1 districts. It needs to be pointed out that this is only the storage of trucks, containers, and equipment used in the solid waste industry. This would not allow a landfill or other storage of trash, as that use is already contemplated as allowed in I-3 via special exception review by the Board of Zoning Appeals.

The Planning Commission reviewed these amendments and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #26-10
2. ZOA Solid Waste Hauling Services January 2026

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-10

AN ORDINANCE relative to the amendment of Town of Smyrna Municipal Zoning Ordinance to amend Article II regarding solid waste services.

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(22), Town Council shall have the power to define, prohibit, abate, suppress, prevent and regulate all acts, practices, conduct, business, occupations, callings, trades, use of property and all other things whatsoever detrimental, or liable to be detrimental, to the health, morals, comfort, safety, convenience or welfare of the inhabitants of the municipality, and exercise general police powers; 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(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; and

WHEREAS, the Planning Commission has recommended this amendment to the Town of Smyrna Zoning Ordinance based upon its review; and

WHEREAS, the amendment is in agreement with the general plan for the Town; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by the amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon any 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 Town of Smyrna Municipal Zoning Ordinance, Article II regarding solid waste services, be and hereby is amended as specified 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 _____, 2026.

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

Solid Waste Services

There are no current definitions or specified zoning districts for the use of solid waste services within the Zoning Ordinance. Outlined below is the proposed addition to the Municipal Zoning Ordinance reflecting the definition and use classification for this proposed use. This amendment would have the effect of allowing this use within the I-1, I-2, I-3, and A-1 districts but no other districts. Proposed modifications are highlighted.

Article II - Definitions
Section 2.020 Definitions

SOLID WASTE SERVICES: Any service involving the storage of specialized transport vehicles and/or waste containers for the purpose of delivering empty containers to a site and transporting loaded containers to a legally permitted landfill or processing center. This use could include roll-off container services, commercial front loaded container services, and residential curbside collection. This use may include vehicle maintenance and container repair, but strictly prohibits the on-site unloading, sorting, processing, or storage of waste material.

2.036.20 Activity Type - Warehousing, Goods Transport, and Storage.

B. Use Listing

- Freight Forwarders
- General Warehousing
- Household Goods Storage (including, but not limited to, mini-warehouses, self-storage facilities, and convenience storage)
- Local and Long Distance Trucking Terminals
- Packing and Crating Services
- Refrigerated Warehousing
- Truck Terminals and Freight Handling
- Solid Waste Services

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.5.
Department: Planning
Date: January 13, 2026

Subject:
Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article IV, Section 4.030.F regarding temporary use regulations for outdoor sales of food or retail merchandise.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
As part of the quarterly joint meetings between the Planning Commission and Town Council, discussions were had to modify the regulations placed on transient vendors conducting sales within Town. Additionally, there was disconnect between the Zoning Ordinance and Municipal Code that would be rectified with this amendment in the Zoning Ordinance. Amendments to the Municipal Code will be brought separately of this amendment.

Summary:
The amendment would create a better definition of merchandise to mean any consumer item that is represented to be new or used and also removes the stipulation that these vendors shall be reviewed by the Board of Zoning Appeals. In better aligning the Zoning Ordinance with the Municipal Code, text has been added to the Zoning Ordinance clarifying any vendor shall obtain a transient vendor permit prior to conducting sales. A separate permit would be required to be obtained by the property owner from which sales are to be conducted by a transient vendor. The owners or on-site employee may be cited for failure to comply with any Zoning Ordinance or Municipal Code requirements.

This amendment would not affect mobile food vendors as these vendors have separate regulations detailed within the Zoning Ordinance in Article IV, Section 4.030.G. Non-profit entities, events conducted on Town owned property, and private events with no

sales to the general public are also exempt from the aforementioned requirements.

The Planning Commission reviewed these amendments and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #26-11
2. ZOA Temp Outdoor Sales of Food or Retail Merchandise January 2026

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-11

AN ORDINANCE relative to the amendment of Town of Smyrna Municipal Zoning Ordinance to amend Article IV, Section 4.030.F regarding temporary use regulations for outdoor sales of food or retail merchandise.

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(22), Town Council shall have the power to define, prohibit, abate, suppress, prevent and regulate all acts, practices, conduct, business, occupations, callings, trades, use of property and all other things whatsoever detrimental, or liable to be detrimental, to the health, morals, comfort, safety, convenience or welfare of the inhabitants of the municipality, and exercise general police powers; 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(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; and

WHEREAS, the Planning Commission has recommended this amendment to the Town of Smyrna Zoning Ordinance based upon its review; and

WHEREAS, the amendment is in agreement with the general plan for the Town; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by the amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon any 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 Town of Smyrna Municipal Zoning Ordinance, Article IV, Section

4.030.F regarding temporary use regulations for outdoor sales of food or retail merchandise, be and hereby is amended as specified 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 _____, 2026.

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

Temporary Outdoor Sales of Food or Retail Merchandise

Outlined below are the proposed changes to the Municipal Zoning Ordinance reflecting the modification to Temporary Outdoor Sales of Food or Retail Merchandise. The changes bring the Zoning Ordinance in line with the Municipal Code in reference to transient vendors. Additionally, an annual permit shall be obtained from the property owner or authorized on-site business employee for the property owner prior to any transient vendor sales being conducted on their property. The property owner or authorized on-site business employee will be held liable for ensuring all applicable Ordinance and Code requirements are met. The proposed amendments are highlighted and items to be removed are struck through.

Article IV - Supplementary Provisions Applying to Specific Districts

4.030 Temporary Use Regulations

F. Temporary Outdoor Sales of Food or Retail Merchandise:
Temporary outdoor sales of food or retail merchandise not accessory to the actual principal use of a property shall be permitted in the C-2 zone subject to the additional standards set forth in Article VII, Section 7.061.16. For the purposes of this section, "food" does not include food and beverages prepared on site for consumption and "retail merchandise" ~~includes but is not limited to furniture, appliances, floor coverings, art or decorative items, clothing, and souvenirs~~ means any consumer item that is represented to be new or used. ~~These uses are required to be reviewed by the Board of Zoning Appeals to ensure compliance with Article VII, Section 7.061.16.~~ It shall be unlawful for any vendor to conduct his or her trade within the corporate limits without first obtaining a transient vendor permit. Any owner of real property upon which a vendor intends to conduct business must obtain a separate property owner permit.

A Property Owner permit shall be valid until the end of the current calendar year of application. A citation may be issued to the property owner and/or the on-site business employee for failure to comply with any Town of Smyrna Municipal Zoning Ordinance and/or Town of Smyrna Municipal Code requirements. Any temporary outdoor sales of food or retail merchandise located on property owned or leased by the Town of Smyrna are exempt from these requirements. In addition, temporary outdoor sales are allowed in any zone when a company or non-profit entity has a private event with no sales to the general public. However, if there is a permanent commercial building on a site, temporary outdoor sales are allowed by right provided the following conditions are met:

1. All merchandise is located so that all fire codes are met;
2. The merchandise, tents, carts, and trash shall be removed at the end of each day;
3. No cart, trailer or other vehicle capable of being operated or towed on a public roadway are utilized.
4. Transient Vendor Permit shall be obtained by any vendor meeting the above listed definition of outdoor sales of food or retail merchandise.
5. Permits are obtained by the property owner or their authorized agent from which the sales are to be conducted. The property owner assumes all responsibility and liability for

vendors meeting Ordinance requirements. This permit should be conspicuously displayed in the front window of the principal structure on site.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.6.
Department: Planning
Date: January 13, 2026

Subject:
Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article II, Section 2.020 and adding Article IV, Section 4.030.H regarding yard sales.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The Zoning Ordinance does not currently have a definition of a yard sale, nor provisions for conducting yard sales. It was discussed by the Planning Commission and Town Council during the previous quarterly joint meeting in October 2025 to bring clarity to the Zoning Ordinance.

Summary:
These amendments would create a definition in Article II, Section 2.020 for yard sales, which would also include any other commonly known name such as garage sales, tag sales, rummage sales, estate sales, moving sales or any other similar temporary sale of used personal property. Reselling products is a prohibited activity. Article IV, Section 4.030.H would create specific provisions applicable to yard sales. These provisions restrict yard sales to a maximum of four events per address per year and cannot exceed three consecutive days or two consecutive weekends. No permits would be required to conduct a yard sale.

The Planning Commission reviewed these amendments and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #26-12
2. ZOA Yard Sales January 2026

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-12

AN ORDINANCE relative to the amendment of Town of Smyrna Municipal Zoning Ordinance to amend Article II, Section 2.020 and adding Article IV, Section 4.030.H regarding yard sales.

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(22), Town Council shall have the power to define, prohibit, abate, suppress, prevent and regulate all acts, practices, conduct, business, occupations, callings, trades, use of property and all other things whatsoever detrimental, or liable to be detrimental, to the health, morals, comfort, safety, convenience or welfare of the inhabitants of the municipality, and exercise general police powers; 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(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; and

WHEREAS, the Planning Commission has recommended this amendment to the Town of Smyrna Zoning Ordinance based upon its review; and

WHEREAS, the amendment is in agreement with the general plan for the Town; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by the amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon any 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 Town of Smyrna Municipal Zoning Ordinance, Article IV, Section

4.030.H regarding yard sales, be and hereby is amended as specified 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 _____, 2026.

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

Yard Sales

There are no current definitions of yard sales within the Zoning Ordinance. Outlined below is the proposed addition to the Municipal Zoning Ordinance reflecting the definition and maximum sales allowed per calendar year.

Article II - Definitions
Section 2.020 Definitions

YARD SALE: The temporary sale of used household or personal property conducted on a residential property. The term “yard sale” includes garage sales, tag sales, rummage sales, estate sales, moving sales and similar temporary sales of used personal property. The act of reselling, liquidation reselling, flipping or swap meets shall be prohibited.

Article IV - Supplementary Provisions Applying to Specific Districts
Section 4.030 Temporary use regulations

H. Yard Sales: In any residential district, yard sales as defined in Section 2.020 are permitted but are limited to four (4) events per residential address per year. Each yard sale may not exceed three (3) consecutive days or two (2) consecutive weekends. A joint sale conducted by multiple home owners at one location shall be considered as one (1) yard sale event for each participating household.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.b.
Department: Planning
Date: January 13, 2026

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

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The property that is the subject of this request is located on Mona Road immediately east of I-840, approximately .6 of a mile south of SR 452/Bill France Boulevard. The Land Use Plan for this request is the 840 Gateway character area, which would support hospitality, retail, restaurant, high density residential, and industrial/warehousing uses. The surrounding zoning is RM in Rutherford County. The Town would be providing all services to this area upon annexation except for water, which would be provided by Consolidated Utility District.

Summary:
The proposed zoning for this request is PUD, with approximately 34.3 acres designated to be developed utilizing the C-2 district requirements and the remaining 190.95 acres designated to be developed utilizing the I-2 district guidelines. The request has been revised based on the discussion at the 9/30 Council workshop. For the area to be developed with C-2 standards, all provisions of the C-2 district would apply except for the specific prohibition of the following uses: specialized tobacco or smoke shop, including vape shop, or any business that devotes more than 25% of its floor space to the sale of tobacco products; self-storage facilities; adult-oriented establishments; auto towing services; mobile home park; and residential activity uses with the exception of those allowed by right or special exception. The maximum square footage allowed within this area would be 350,000. For the area to be developed with I-2 standards, all provisions would apply with the request that the height limit in the I-2 area be 60' in lieu

of the 50' limit as stated in the Zoning Ordinance and the the uses of airports, air cargo terminals, heliports, and aircraft dealers not be allowed. The maximum square footage allowed in the I-2 area is 2,500,000. No pole signs would be allowed within the development. The Major Thoroughfare Plan shows a future minor arterial connecting Bill France Boulevard to Hickory Grove Road and eventually to W. Jefferson Pike. Construction of the portion of this roadway which crosses this parcel would be required as a part of this development and is shown on the concept plan as an extension of an existing County road, Coulter Court. As a part of this annexation request, staff recommended annexation of approximately 1 mile of the existing right-of-way of SR 266/W. Jefferson Pike and approximately 4.2 miles of the existing right-of-way of Mona Road to allow for the annexation to be contiguous to the existing Town limits. Sewer would be provided per a separate agreement between the Town and the developer, but would not be extended to serve any properties outside of Rutherford County. The developer has proposed donation of land for a potential fire station on the site, which would need to be evaluated and potentially relocated depending on that evaluation. Staff prepared a more in-depth look into the provision of services to this area if annexed, and this has been attached. This deeper look includes the possibility of additional property that has the same ownership which could be contemplated for annexation in the future if this parcel is annexed. I have also attached the maps and the most recent PUD plan for the current request, as well as maps that show the additional property which could be considered for annexation and zoning in the future. In addition, I have attached the traffic study which we received as a part of the submittal package for the November Planning Commission meeting.

The Planning Commission reviewed this request and recommended approval of the original request 7 for, 0 against. The revised request was heard by the Planning Commission at the November 6 meeting, and the Commission recommended approval 6 for, 1 against, with the following conditions:

1. No truck traffic shall enter Mona Road south of the development.
2. The interior roadway parallel to I-840 and roadway providing access off of Mona Road is to be completed prior to obtaining permits for Phase 3. These two roads shall connect together.
3. Adding a landscape buffer of 100 feet along the edges of the property for any boundary where an existing residence is within 1,000 feet of the property boundary.

Recommended Council Action:

Staff recommends approval of this request, but staff does have concerns about the timing of future potential annexation of the eastern parcels that are under the same ownership, due to the increased costs of provision of services for those parcels and ensuing contiguous annexation.

Attachments:

1. Ordinance #26-2
2. Annexation Application (Redacted)
3. Rezoning Application (Redacted)

4. 452 Properties LLC Map 1 (Rotated)
5. 452 Properties LLC Map 1
6. 452 Properties LLC Map 2
7. 452 Properties LLC Map 3
8. TIA_FCCC_7-17-25
9. FALL CREEK COMMERCE CENTER PUD 2025-11-17
10. POS 452 Properties LLC Sept 2025 Jefferson Pike Mona Road Contiguous.docx (1)
11. 452 Properties LLC Map 3 (Rollins)
12. 452 Properties LLC Map 4 (Rollins)
13. 452 Properties Parcel 6.00 Only
14. 840 Speedway Area Map
15. 452 Properties LLC September 2025 Annexation Description
16. Younger Associates - Fall Creek Commerce Center EIA - Smyrna 90SF Retail - 09-08-2025
17. Younger Associates - Fall Creek Commerce Center - Economic Impact Timeline 90ksf retail
18. CUD Utility Agreement -Approved by CUD 1-6-26
19. Deannexation Consent - Signed

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-2

AN ORDINANCE relative to the annexation and PUD, C-2 and I-2 zoning of property located on Tax Map 11, Parcel 5.00, comprising a total of approximately 225.25 acres.

WHEREAS, the Town Council has determined that it would be in the best interests of its existing residents to annex the above-described property, which borders the current Town limits, and that the failure to annex said property will impede the prosperity of the Town and/or endanger the health, safety and welfare of its inhabitants;

WHEREAS, the Planning Commission has reviewed the proposed annexation and has recommended to the Town Council the proposed annexation; and

WHEREAS, the annexation is in agreement with the general plan for the Town; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by the annexation and zoning; and

WHEREAS, it has been determined that there will not be an adverse effect upon any specific adjoining property owners and/or any such adverse effect would be justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

Section 1. That the property located on Tax Map 11, Parcel 5.00, comprising a total of approximately 225.25 acres, all of which is identified on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is, annexed into the corporate limits of the Town of Smyrna, the health and welfare of the Town of Smyrna requiring it.

Section 2. That the property located on Tax Map 11, Pacel 5.00, comprising a total of approximately 225.25 acres, all of which is identified on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is, zoned PUD, C-2 and I-2, the health and welfare of the Town of Smyrna requiring it.

Section 3. This ordinance shall take effect and become operative thirty (30) days after its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the ____ day of _____, 2026.

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

Town of Smyrna

Annexation Request Application

APPLICANT INFORMATION:		
Name/Company: 452 Properties LLC		
Street Address: 1730 S Federal Hwy PMB377		
City: Delray Beach	State: FL	ZIP: 33483
Email: Redacted	Phone: Redacted	

CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☐		
Name/Company: Hillwood Investment Properties		
Street Address: 6410 Poplar Avenue, Suite 385		
City: Memphis	State: TN	ZIP: 38119
Email: Redacted	Phone: Redacted	

PROPERTY INFORMATION		
Street Address/Intersecting Streets: Bill France & Coulter Ct, Mona Rd, Marty Robbins Dr, Powells Chapel Rd		
Tax Map: 11	Group:	Parcel: 5.00 & 6.00
Requested Lot Area (Square feet/Acres): +/-819.45 acres		
Existing Zoning: Med. Density Residential	Requested Smyrna Zoning: P.U.D.	
*Current Property Owner (See Note Below): 452 Properties LLC		

APPLICANT AUTHORIZATION	
Applicant Signature: [signature] President	Date: 4/3/2025

OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of annexation as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: 452 Properties LLC		
Street Address: 1730 S Federal Hwy PMB377		
City: Delray Beach	State: FL	ZIP: 33483
Email: Redacted	Phone: Redacted	

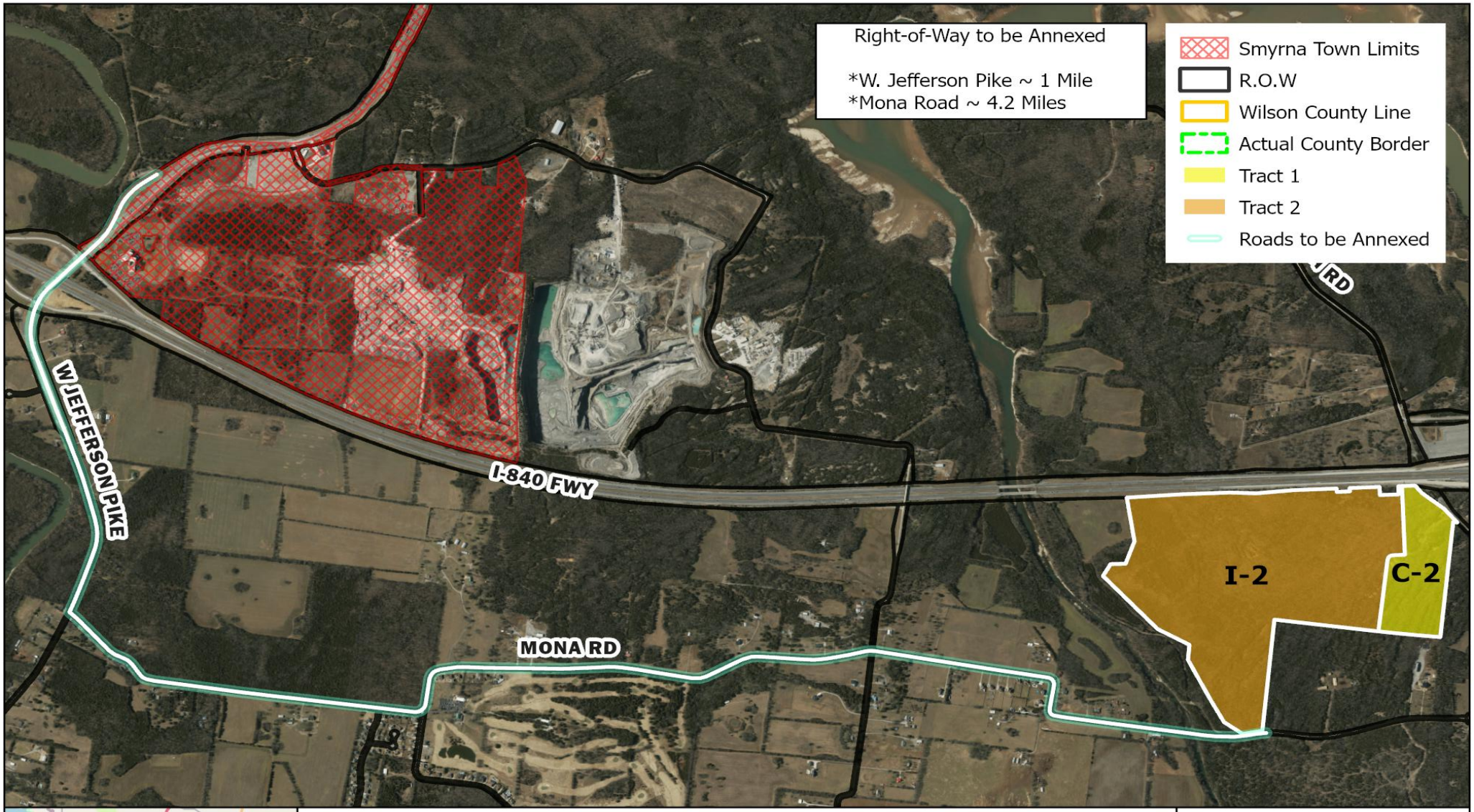
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Hillwood Investment Properties		
Street Address: 6410 Poplar Avenue, Suite 385		
City: Memphis	State: TN	ZIP: 38119
Email: Redacted	Phone: Redacted	

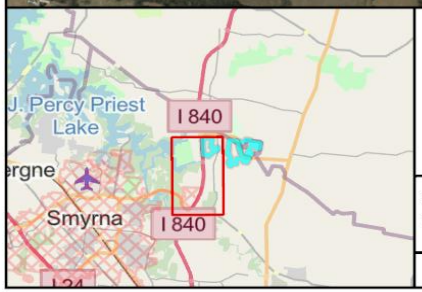
PROPERTY INFORMATION		
Street Address/Intersecting Streets: Bill France & Coulter Ct, Mona Rd, Marty Robbins Dr, Powells Chapel Rd		
Tax Map: 11	Group:	Parcel: 5.00 & 6.00
Requested Lot Area (Square feet/Acres): +/-819.45 acres		
Existing Zoning: Med. Density Residential	**Requested Zoning:** P.U.D.	
*Current Property Owner (See Note Below): 452 Properties LLC		

APPLICANT AUTHORIZATION	
Applicant Signature: President	Date: 4/3/2025

OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.





Annexation & PUD Zoning Request

Tax Map: 11 | Parcels: 5.00 | Acres: +/- 225.25

Requested and Owned by: 452 Properties LLC

Rutherford County OIT, Maxar, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

September 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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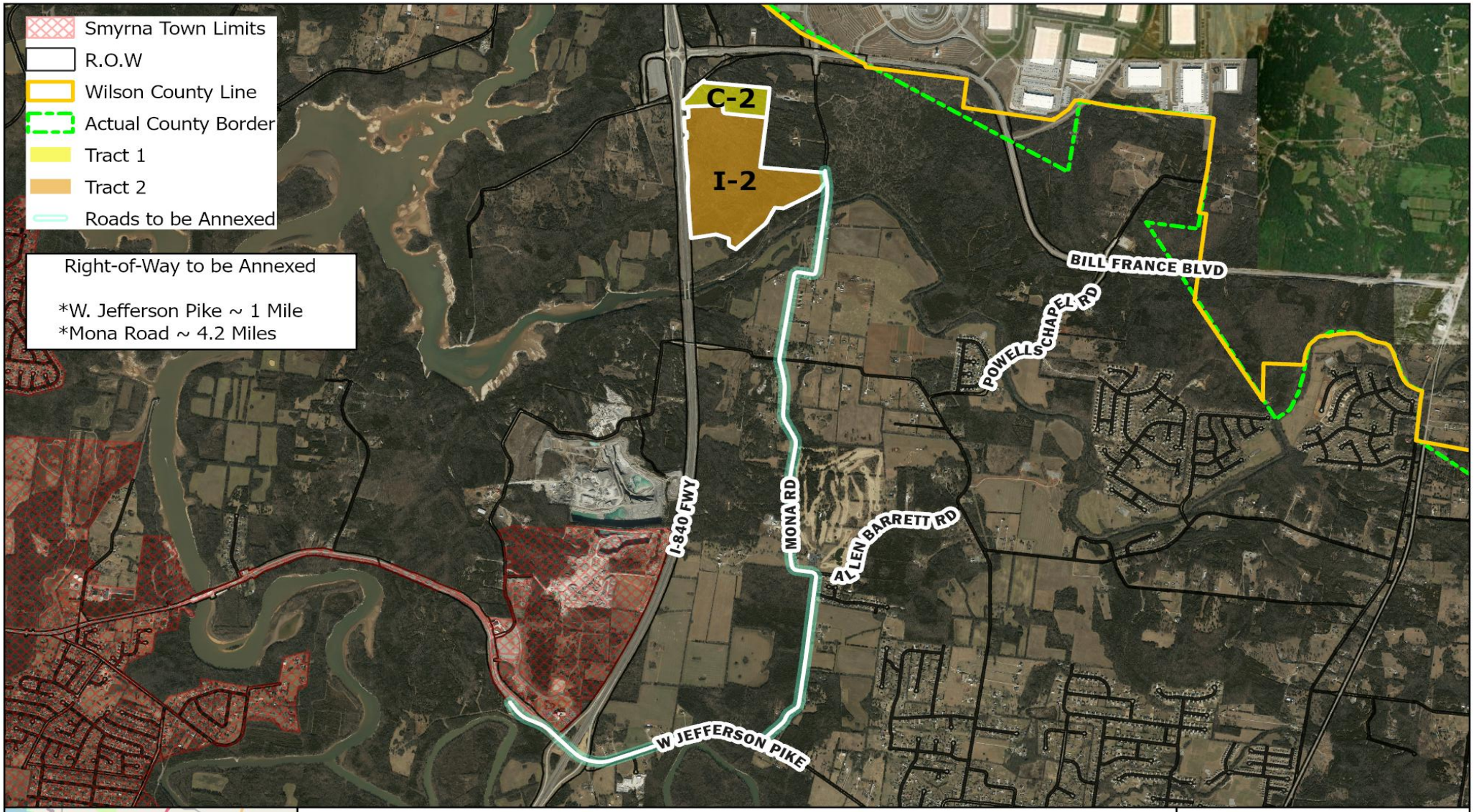

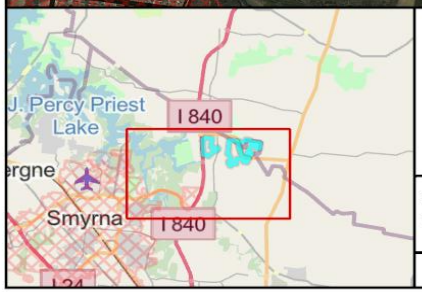

Annexation & PUD Zoning Request

Tax Map: 11 | Parcels: 5.00 | Acres: +/- 225.25

Requested and Owned by: 452 Properties LLC

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September 2025

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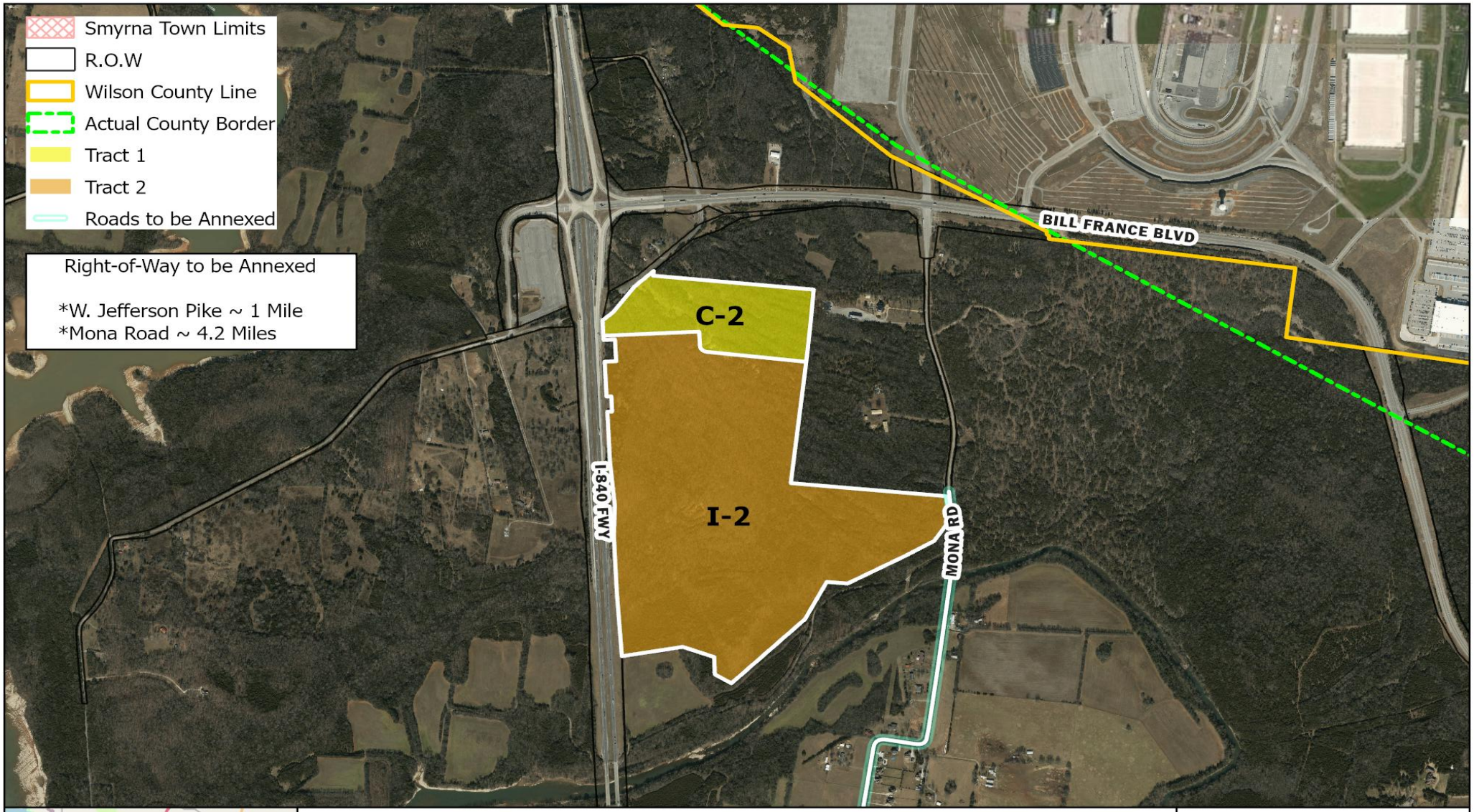

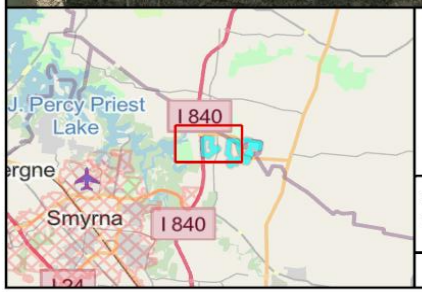

Annexation & PUD Zoning Request

Tax Map: 11 | Parcels: 5.00 | Acres: +/- 225.25

Requested and Owned by: 452 Properties LLC

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September 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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TOWN OF SMYRNA TENNESSEE

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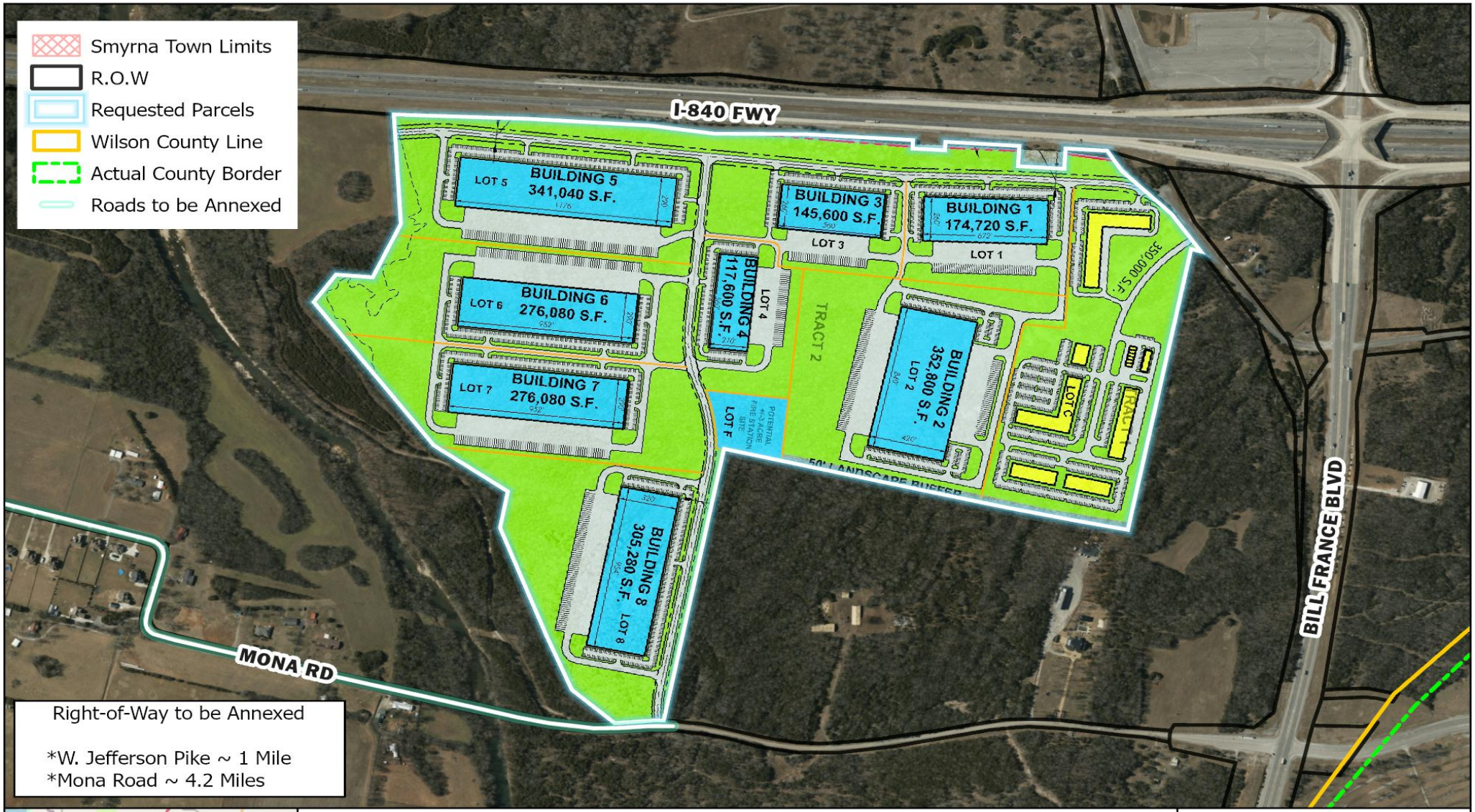

Annexation & PUD Zoning Request

Tax Map: 11 | Parcels: 5.00 | Acres: +/- 225.25

Requested and Owned by: 452 Properties LLC

Rutherford County OIT, Maxar, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

September 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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TRAFFIC IMPACT ANALYSIS
FOR
FALL CREEK COMMERCE CENTER WEST
RUTHERFORD & WILSON COUNTY, TENNESSEE

JULY 2025

Prepared for:

HILLWOOD
A PEROT COMPANY®

JASON S. WEAVER
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 110744
STATE OF TENNESSEE
07/17/25

Prepared by:

GM civil
Engineering & Surveying
2559 SW Grapevine Pkwy.
Grapevine, Texas 76051
817.329.4373

TRAFFIC IMPACT ANALYSIS
FOR
FALL CREEK COMMERCE CENTER WEST

TABLE OF CONTENTS

1. INTRODUCTION & SUMMARY 1

2. PROPOSED DEVELOPMENT 2

3. EXISTING DEVELOPMENT 3

4. AREA CONDITIONS 3

5. EXISTING TRAFFIC 7

6. PROJECTED TRAFFIC 7

7. TRAFFIC ANALYSIS 14

8. IMPROVEMENT ANALYSIS & RECOMMENDATIONS 22

9. FINDINGS/CONCLUSIONS 25

FIGURES

Figure 1 ..... Location Map

Figure 2 ..... Existing Lane Configuration and Intersection Control

Figure 3 ..... Existing Traffic Volumes (2025)

Figure 4 .... Fall Creek Commerce Center Trip Distribution and Assignment (2030)

Figure 5 .... Fall Creek Commerce Center Trip Distribution and Assignment (2045)

Figure 6 ..... Through Traffic Volumes (2030)

Figure 7 ..... Through Traffic Volumes (2045)

Figure 8 ..... Total Traffic Volumes (2030)

Figure 9 ..... Total Traffic Volumes (2035)

TABLES

Table 1A ..... Trip Generation for Fall Creek Commerce Center (West Phase)

Table 2A ..... Trip Generation for Fall Creek Commerce Center (Future Phases)

Table 2 ..... Stop-Controlled Intersection Level of Service Criteria

Table 3 ..... Existing Conditions Level of Service Intersection Analysis (2025)

Table 4 ..... West Phase Level of Service Intersection Analysis (2030)

Table 5 ..... Full Build Out Level of Service Intersection Analysis (2045)

Table 6 ..... Signal Warrant Analysis Summary

Table 7 ..... Average Annual Daily Traffic Service Volumes

Table 8 ..... Roadway Capacity Analysis Summary

APPENDICES

Appendix A ..... Existing Traffic Counts

Appendix B ..... Site Plan with On-site Traffic Distribution & Preliminary Plat

Appendix C ..... HCS Intersection Analysis Summaries

Traffic Impact Analysis
For
Fall Creek Commerce Center West
Rutherford & Wilson County, Tennessee

1. INTRODUCTION & SUMMARY

Purpose of Report and Study Objectives

This Traffic Impact Analysis (TIA) has been prepared by GMcivil in support of the proposed rezoning request within Rutherford County. This study will analyze and identify the general traffic impacts anticipated by the build out of the entire Fall Creek Commerce Center development as well as a more detailed analysis of the West Phase. Future TIA's will be provided for the Central and East phases. The objective is identify and provide recommendations for traffic impacts that may be imposed on the surrounding roadways in order to maintain a safe and efficient roadway system.

Executive Summary

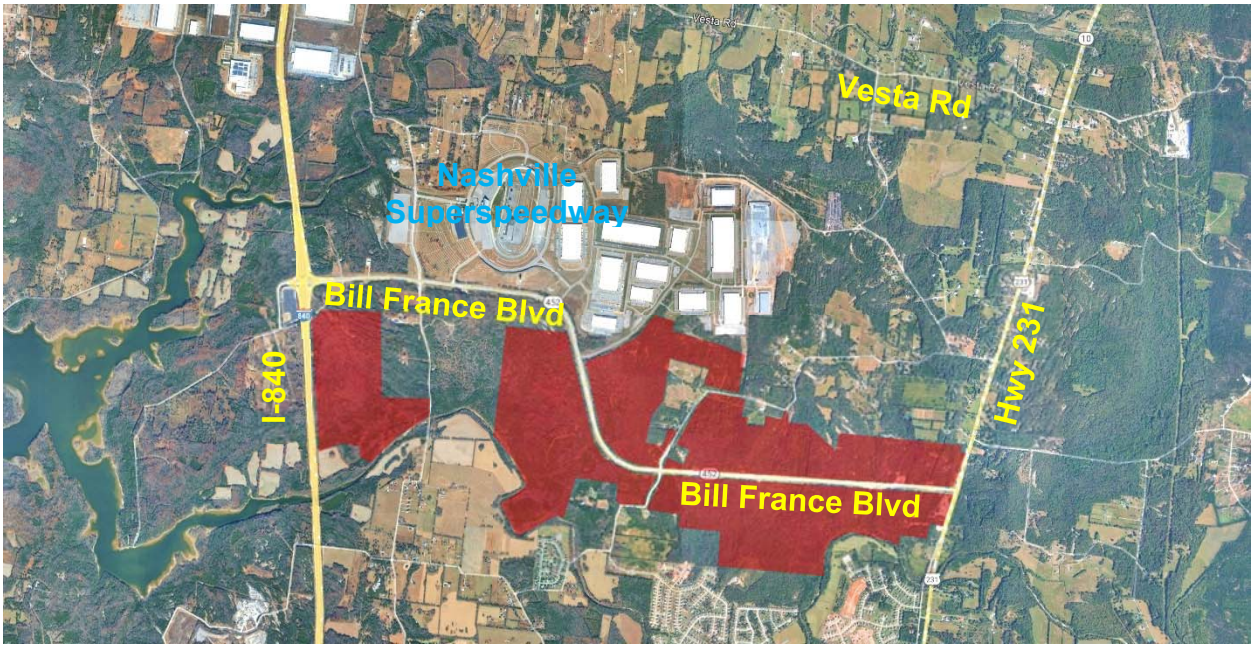
Fall Creek Commerce Center (FCCC) is a proposed development composed of thirty (30) buildings that combined will include 13,100,000 SF of light industrial warehouse facilities and a commercial/mixed use area that is expected to include hotel, retail, bank, coffee shop, and fast-food land uses. The development is located near the Nashville Superspeedway on the north and south sides of State Route 452 (Bill France Boulevard) between Interstate Highway 840 (I-840) and Murfreesboro Road (Hwy 231) in Rutherford and Wilson County, Tennessee. According to standard trip generation rates, FCCC at full build-out will contribute 31,583 vehicle trips per day, including 2,931 trips in the morning peak hour and 3,140 trips in the evening peak hour. The development will be constructed in multiple phases and the assumed build out is expected to occur in 2045. Existing traffic volumes were obtained in the field by a professional traffic count company to be used in this analysis.

FCCC has adequate access and connectivity to roadways providing convenient routes to major highways. It appears FCCC will require improvements/mitigation measures as documented in the recommendations of this report to support the transportation needs of the area and the development. No other significant negative impacts on the surrounding transportation system have been identified. Through the build out of the West Phase, the study area intersections should be monitored by site observation and/or traffic count surveys during peak hours to verify operations.

2. PROPOSED DEVELOPMENT

FCCC is a proposed 1,475-acre development including a total of 13,100,000 SF of warehouse buildings and a commercial/mixed use area that is expected to include hotel, retail, bank, coffee shop, and fast-food land uses. The development is located near the Nashville Superspeedway on the north and south sides of Bill France Boulevard between I-840 and Hwy 231 in Rutherford and Wilson County, Tennessee. It is anticipated that the property will develop in multiple phases with a build out year of 2045. The location for FCCC can be found in **RED** on **Figure 1**. A site plan for the development is included in **Appendix B**.

Figure 1: Location Map



For the purpose of the TIA, the development is split into three phases which are geographically named West, Central, and East. This TIA will focus on the initial area of development which is expected to be the West Phase. The West Phase of FCCC is located between I-840 and Mona Road and includes eight (8) warehouse buildings and the commercial/mixed use area. The Central Phase is located between Mona Road and Powells Chapel Road and the East Phase is located between Powells Chapel Road and Hwy 231. Future TIA's for FCCC will be prepared for the Central Phase and East Phase.

3. EXISTING DEVELOPMENT

The land uses in the vicinity of FCCC include residential and non-residential uses. The land adjacent to Bill France Boulevard is mostly undeveloped other than the Nashville Superspeedway and the Speedway Industrial Park located immediately to the east. Other developments in the area include agricultural land, residential estate lots, and a few single-family residential subdivisions. However, the primary traffic contributors within the study area are the Nashville Superspeedway during race events and the Speedway Industrial Park on an average weekday.

4. AREA CONDITIONS

Study Area Intersections & Roadways

The study area for this report includes the adjacent roads and intersections immediately surrounding FCCC. The critical intersections within this study area are the Bill France Boulevard intersections with I-840, Coulter Court, Mona Road, and Hwy 231. Roadway descriptions of the existing conditions of the study area roadways are listed below.

Bill France Boulevard is an existing east-west roadway that extends between I-840 and Hwy 231. The current posted speed limit is 45 MPH. The roadway has as many as 10 lanes including turn lanes on the west end close to I-840. The typical roadway section between Coulter Court and Marty Robbins Drive is a four-lane

divided roadway with a traversable center turn lane and right turn deceleration lanes at intersections.

I-840 is an existing north-south four-lane interstate freeway. The current posted speed limit is 70 MPH. The intersection of the I-840 access ramps/lanes and Bill France Boulevard is signalized with the lights programed to flashing red. The intersection is fully constructed with multiple freeway access ramps, dual turn lanes, etc. to accommodate the peak traffic for Nashville Superspeedway events.

Coulter Court is a two-lane local roadway that terminates at a cul-de-sac at I-840. It is approximately a quarter of a mile in length and serves a single residential property.

Mona Road is a north-south two-lane local roadway that extends between Bill France Boulevard and Jefferson Pike and is adjacent to FCCC along a portion of the east boundary of the West Phase. At the intersection with Bill France Boulevard, the south leg of the intersection has an existing left turn lane, through lane, and a through/right lane as well as two southbound lanes that quickly merge to a single lane south of the intersection.

Hwy 231 is a north-south two-lane highway that extends between Lebanon and Murfreesboro among others. The current posted speed limit is 55 MPH. The intersection of Hwy 231 and Bill France Boulevard is a three-way intersection with stop control on Bill France Boulevard. There are existing left and right turn lanes on all three legs of the intersection.

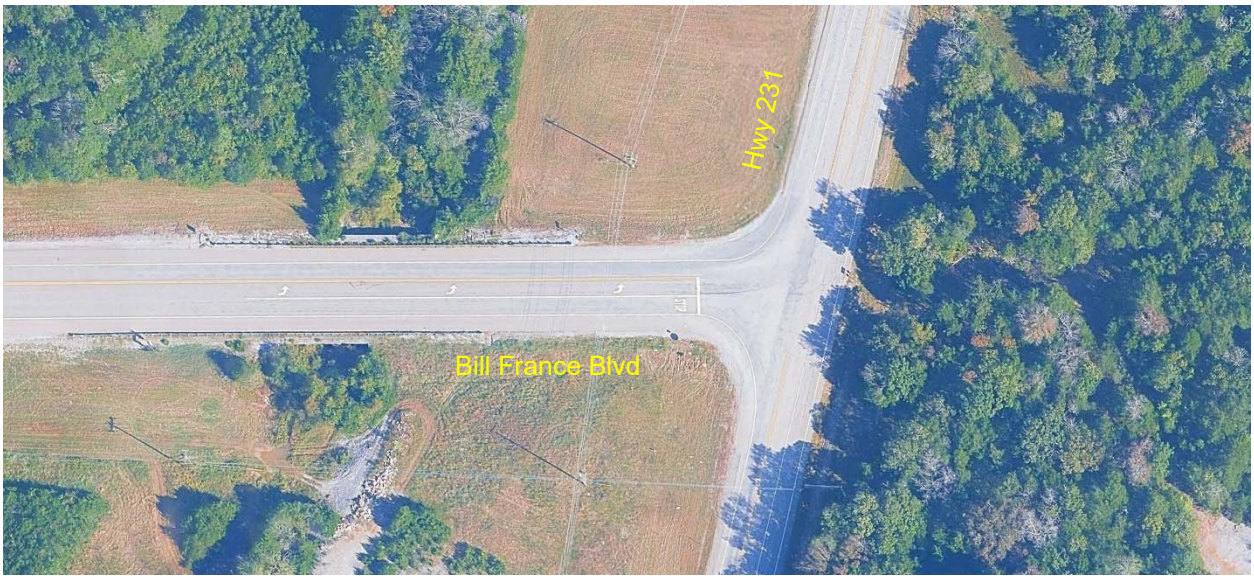
Existing Intersections

The existing intersections evaluated within this study are shown in **Figure 2**.

Figure 2: Existing Lane Configuration and Intersection Control







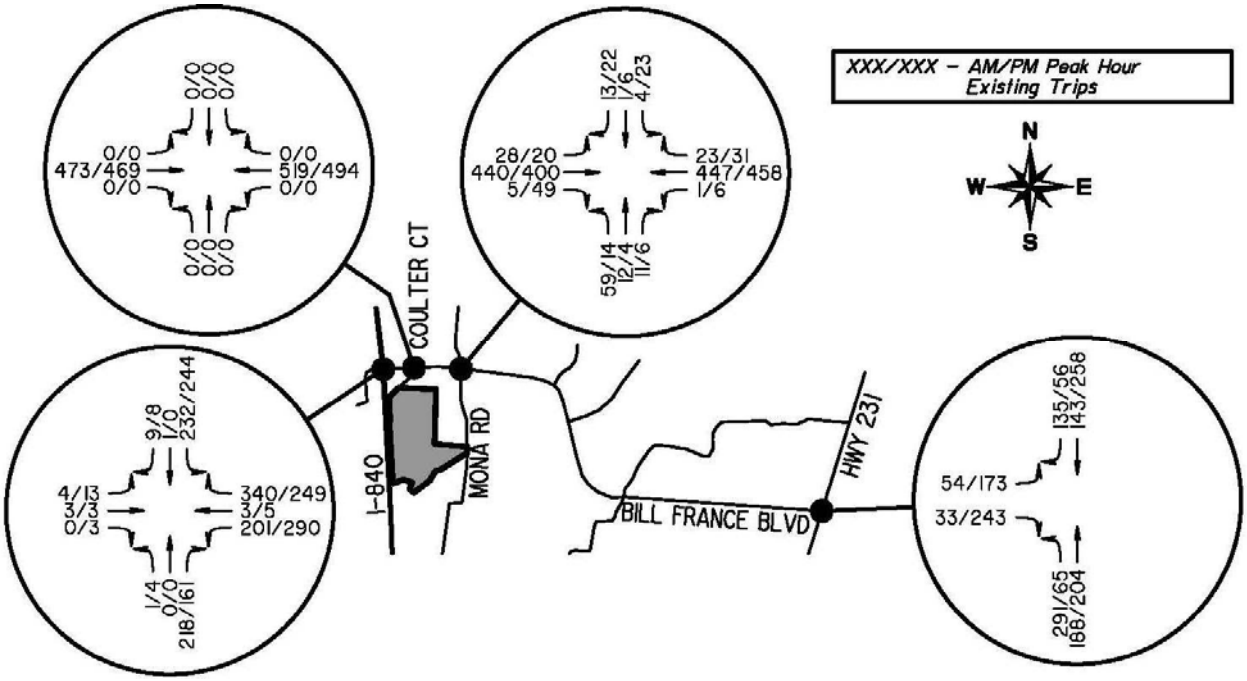
Site Accessibility

Access for FCCC West is provided by Coulter Court and Mona Road connections to Bill France Boulevard. The West Phase will have multiple connections to Coulter Court and the development will extend Coulter Court along the western boundary of the West Phase to the south property line which is just north of Fall Creek. A single roadway connection will be made to Mona Road approximately two-thirds of a mile south of Bill France Boulevard.

5. EXISTING TRAFFIC

Existing traffic volume data was obtained by Marr Traffic on Thursday, May 8, 2025 and has been included in **Appendix A** of this study. The morning and evening peak hour traffic volumes were surveyed on Bill France Boulevard at the study area intersections on a typical weekday. On Bill France Boulevard near FCCC West the morning peak hour was determined to begin at 6:00 AM and the evening peak hour was determined to begin at 4:15 PM. The existing traffic volumes are shown in **Figure 3**.

Figure 3: Existing Traffic Volumes



6. PROJECTED TRAFFIC

Site Traffic

Projected traffic volumes are established according to land use using the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation*. The data provided in this document has been obtained from actual traffic count surveys of similar developments and is recognized as the standard manual for trip generation. The applicable ITE land uses for this development are land use codes 150 (Warehouse), 310 (Hotel), 821 (Retail), 912 (Bank), 934 (Fast-food), and 937

(Coffee Shop). Based on this information, it is estimated that Fall Creek Commerce Center West Phase will generate 12,521 daily trips, 1,037 trips in the morning peak hour, and 1,134 trips in the evening peak hour. **Table 1A** summarizes the trip generation according to the ITE Trip Generation rates for Fall Creek Commerce Center West Phase.

Table 1A: Trip Generation for Fall Creek Commerce Center West Phase

Phase	Land Use/ITE Code	Units	Daily	Weekday AM Peak			Weekday PM Peak		
			Trips	Enter	Exit	Hourly Trips	Enter	Exit	Hourly Trips
West Phase	Bldg 1 (150)	174.7	299	23	7	30	9	22	31
	Bldg 2 (150)	352.8	603	46	14	60	18	46	64
	Bldg 3 (150)	145.6	249	19	6	25	7	19	26
	Bldg 4 (150)	117.6	201	15	5	20	6	15	21
	Bldg 5 (150)	341.0	583	45	13	58	17	44	61
	Bldg 6 (150)	276.1	472	36	11	47	14	36	50
	Bldg 7 (150)	276.1	472	36	11	47	14	36	50
	Bldg 8 (150)	305.3	522	40	12	52	15	40	55
	Hotel 1 (310)	125	999	32	26	58	38	36	74
	Hotel 2 (310)	125	999	32	26	58	38	36	74
	Retail (821)	40.0	2,701	43	26	69	102	106	208
	Bank 1 (912)	7.5	753	43	32	75	79	79	158
	Coffee 1 (937)	2.5	1,334	109	106	215	49	48	97
	Fast Food (934)	5.0	2,337	114	109	223	86	79	165
	Total		12,521	633	404	1,037	492	642	1,134

For the future phases of Fall Creek Commerce Center, which includes warehouse buildings 9-30, the applicable ITE land use is code 150(Warehouse). Based on this information, it is estimated that the future phases of Fall Creek Commerce Center will generate 19,059 daily trips, 1,894 trips in the morning peak hour, and 2,006 trips in the evening peak hour. **Table 1B** summarizes the trip generation according to the ITE Trip Generation rates for Fall Creek Commerce Center future phases.

Table 1B: Trip Generation for Fall Creek Commerce Center Future Phases

Phase	Land Use/ITE Code	Units	Daily	Weekday AM Peak			Weekday PM Peak		
			Trips	Enter	Exit	Hourly Trips	Enter	Exit	Hourly Trips
Future Phases	Bldg 9 (150)	403.2	689	53	16	69	20	53	73
	Bldg 10 (150)	450.0	770	59	18	77	23	58	81
	Bldg 11 (150)	638.4	1,092	84	25	109	32	83	115
	Bldg 12 (150)	510.7	873	67	20	87	26	66	92
	Bldg 13 (150)	510.7	873	67	20	87	26	66	92
	Bldg 14 (150)	766.1	1,310	100	30	130	39	99	138
	Bldg 15 (150)	384.0	657	50	15	65	19	50	69
	Bldg 16 (150)	1,026	1,754	134	40	174	52	133	185
	Bldg 17 (150)	305.3	522	40	12	52	15	40	55
	Bldg 18 (150)	117.6	201	15	5	20	6	15	21
	Bldg 19 (150)	384.0	657	50	15	65	19	50	69
	Bldg 20 (150)	520.0	889	68	20	88	26	68	94
	Bldg 21 (150)	113.7	194	15	4	19	6	14	20
	Bldg 22 (150)	450.0	770	59	18	77	23	58	81
	Bldg 23 (150)	450.0	770	59	18	77	23	58	81
	Bldg 24 (150)	741.0	1,267	97	29	126	37	96	133
	Bldg 25 (150)	256.0	438	34	10	44	13	33	46
	Bldg 26 (150)	780.0	1,334	102	31	133	39	101	140
	Bldg 27 (150)	868.0	1,484	114	34	148	44	112	156
	Bldg 28 (150)	547.8	937	72	21	93	28	71	99
	Bldg 29 (150)	403.2	689	53	16	69	20	53	73
	Bldg 30 (150)	520.0	889	68	20	88	26	68	94
	Total		19,059	1,459	435	1,894	562	1,444	2,006

The calculated number of trips from the ITE Trip Generation was used to represent the assumed vehicle trips generated from FCCC that would access the local roadway network. The distribution of these trips was estimated using the configuration of the site and the expected route selections of drivers based on existing local traffic patterns. The basic logical assumption in both cases is that drivers will tend to choose the quickest and most convenient path of ingress and egress to reach their destination. The local traffic patterns were also taken into account to determine the trip distribution on the study area roadways and

intersections. A proposed site plan with on-site traffic circulation percentages is included in **Appendix B**.

The primary traffic distribution assumption is shown in **GREEN** on the site plan. A 75/25 distribution has been assumed with the 75% of the West Phase site traffic traveling to and from the east on Coulter Court and 25% traveling to and from the east on Mona Road. All of the West Phase will access the site from Bill France Boulevard so 0% of the traffic is expected to travel to and from the south on Mona Road.

The secondary traffic distributions are shown in **BLUE** and **RED**. A 70/30 distribution was assumed on Bill France with 70% of the traffic traveling to and from I-840 and 30% to and from Hwy 231. The north/south distribution on I-840 was assumed to be 50/50. The north/south distribution on Hwy 231 was assumed to be 60/40 with the majority of traffic traveling to and from the south.

Figure 4 identifies the trip distribution and assigned trips for each lane movement at the critical study area intersections for FCCC in the year 2030 which represents the build out of the West Phase. **Figure 5** identifies the trip distribution for FCCC in the year 2045 which represents the full build out of the development.

Figure 4: FCCC Trip Distribution and Assignment (2030)

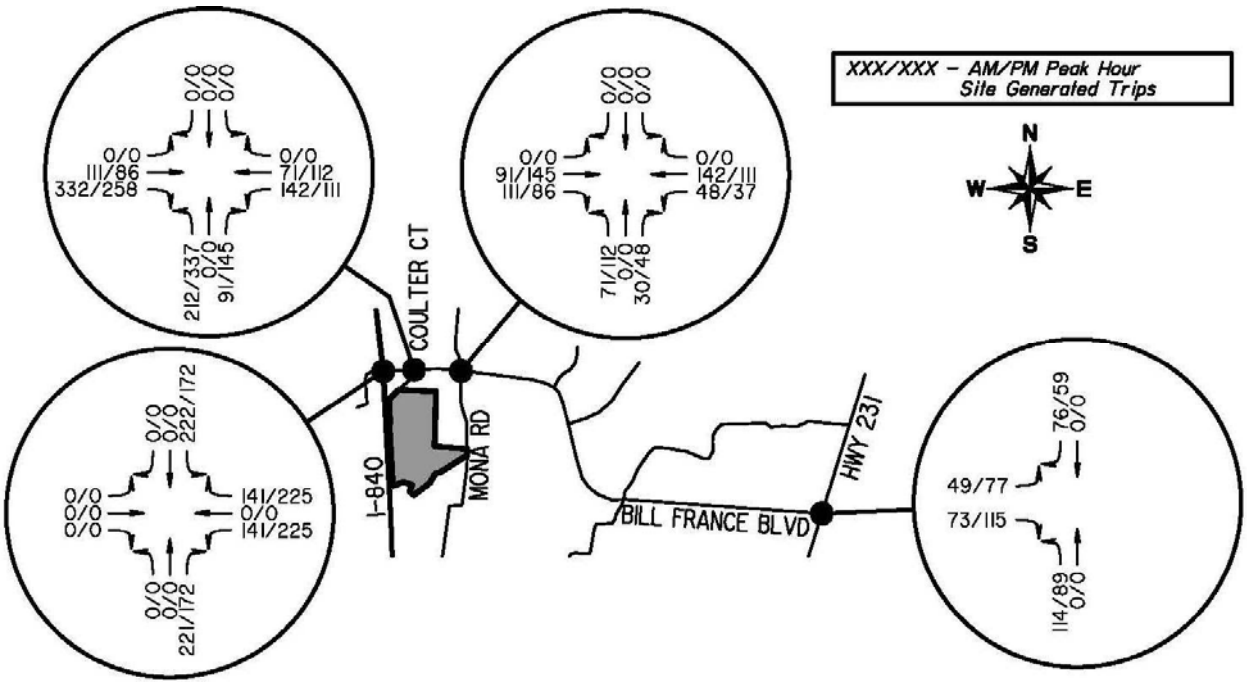
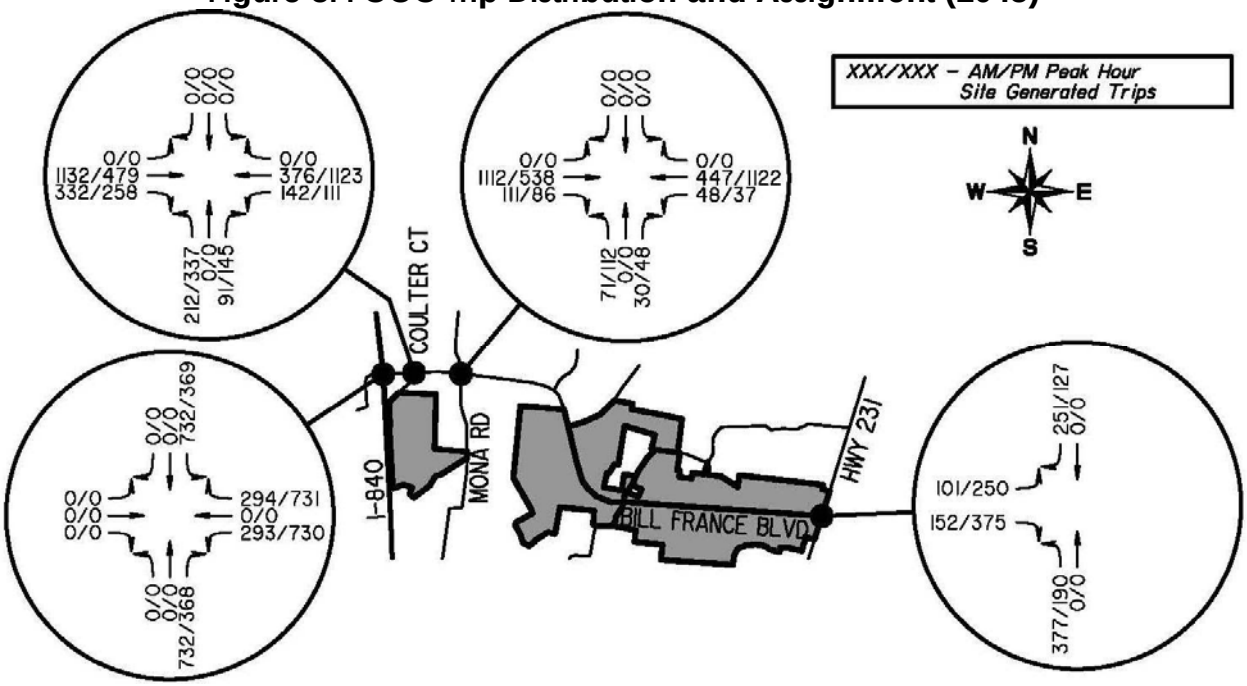


Figure 5: FCCC Trip Distribution and Assignment (2045)



Through Traffic

The through traffic or background traffic unrelated to FCCC is based on the existing traffic counts on the adjacent study area roadways. The through traffic for the future analysis years is based on an annual growth rate of 1.5% which was

applied to the existing 2025 traffic. The through traffic volumes at each study area intersection for the year 2030 are shown on **Figure 6** and the through traffic for the year 2045 is shown in **Figure 7**.

Figure 6: Through Traffic Volumes (2030)

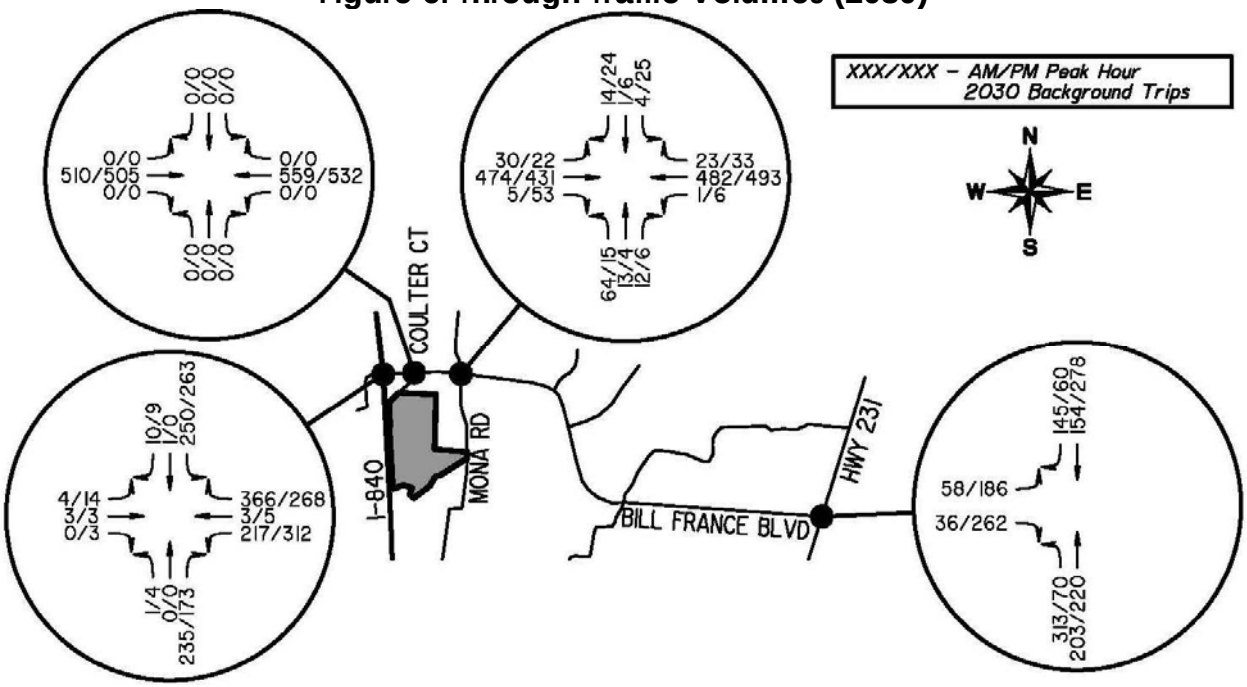
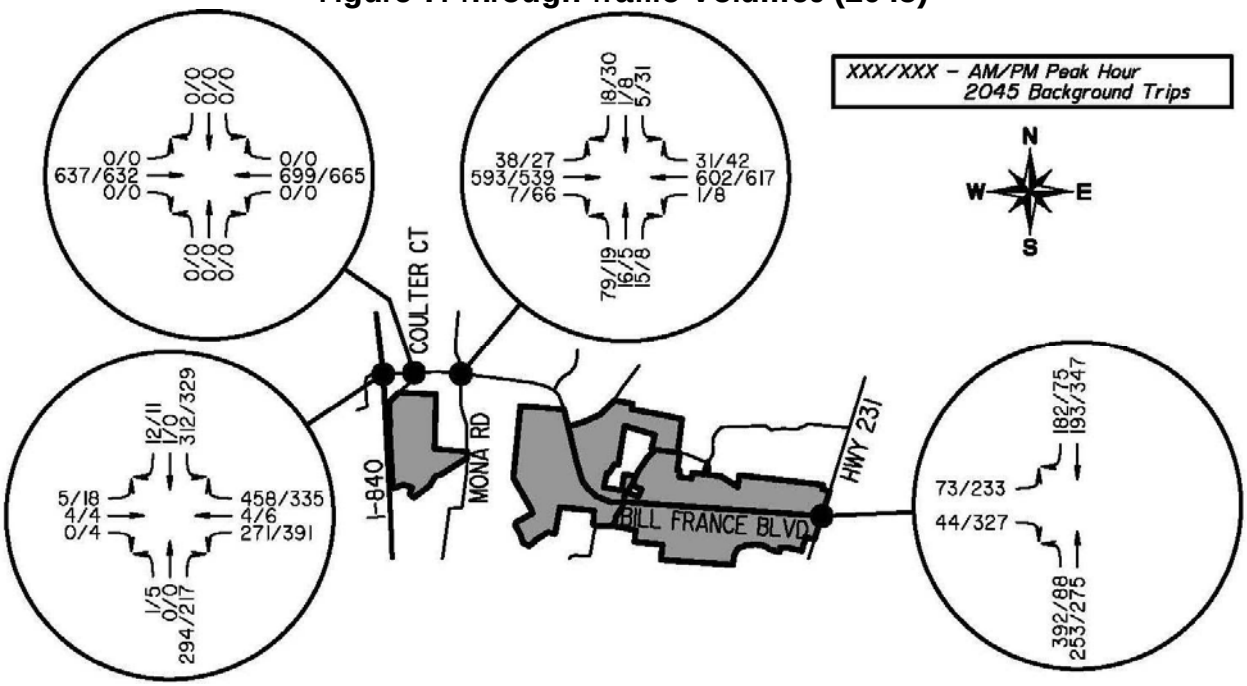


Figure 7: Through Traffic Volumes (2045)



Total Traffic

The total traffic used for this analysis is the sum of the site traffic and the corresponding background traffic. The total projected traffic for the West Phase build out year of 2030 is shown on **Figure 8** and the total projected traffic for the full build out year of 2045 is shown on **Figure 9**.

Figure 8: Total Traffic Volumes (2030)

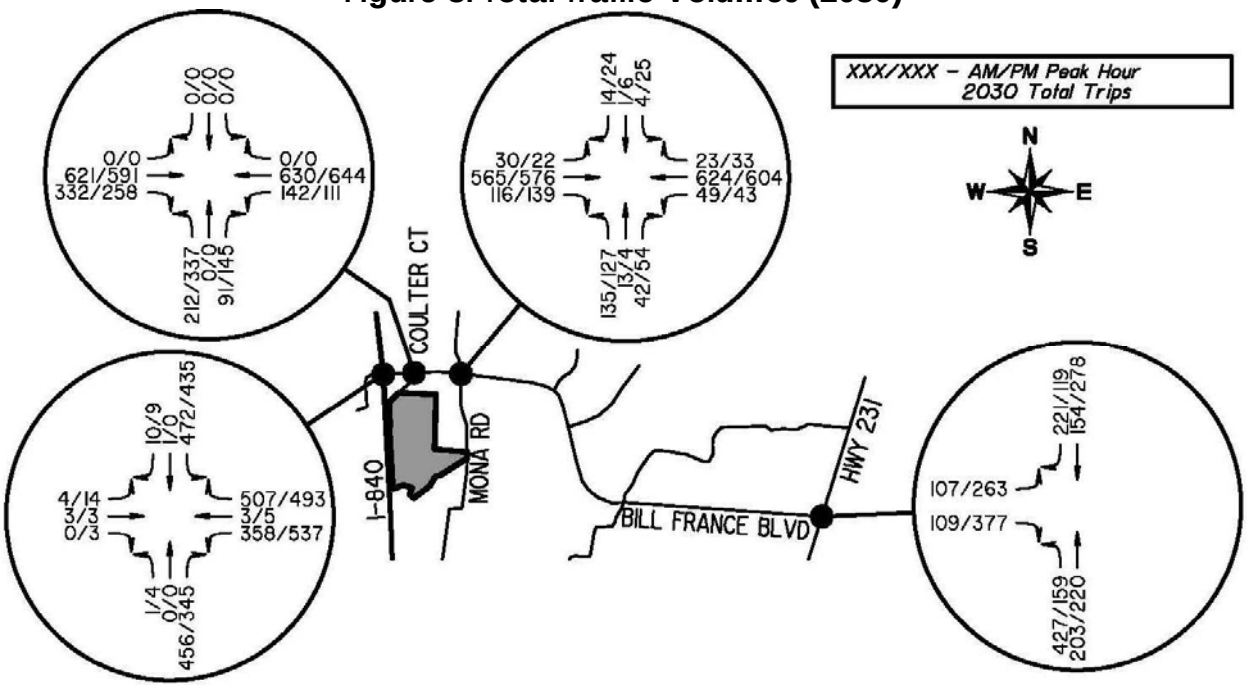
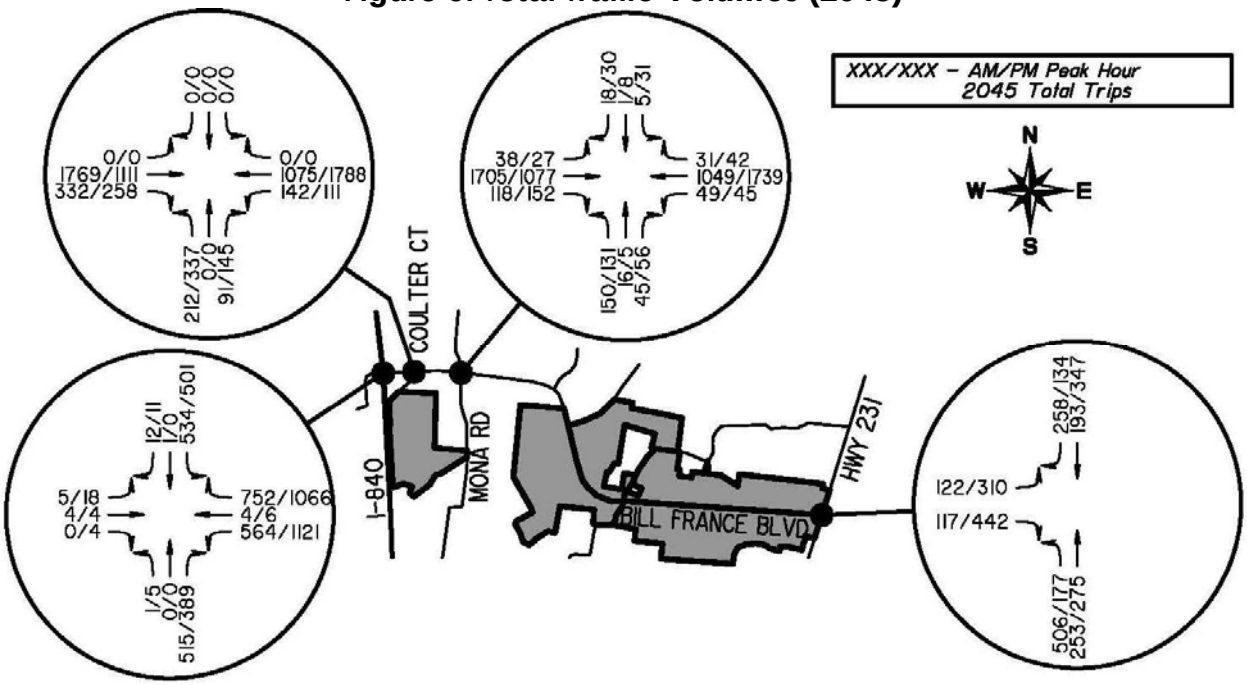


Figure 9: Total Traffic Volumes (2045)



7. TRAFFIC ANALYSIS

Capacity and Level of Service

Intersection capacity analyses were performed using *Highway Capacity Software* which is a software package that implements the techniques described in the Transportation Research Board's *Highway Capacity Manual (HCM)*. The critical study area intersections were evaluated at existing conditions (2025), the West Phase build out (2030), and the full FCCC build out (2045).

The computed Level of Service (LOS) is used to determine the effectiveness of the operating conditions of an intersection. The LOS is a measure of intersection performance in terms of how much delay is experienced by drivers. There are six LOS categories ranging from "A" to "F". Each level is used to describe traffic flow in terms of the delay experienced by motorists. A LOS of "A" represents the lowest amount of delay and congestion, and a LOS of "F" represents the highest amount of delay and congestion. A LOS of "E" is considered a representation of an intersection operating at capacity. **Table 2** shows the criteria for establishing the LOS for intersections.

Table 2: Stop-Controlled Intersection Level of Service Criteria

LOS	Delay per Vehicle (sec/veh)
A	0-10
B	>10-15
C	>15-25
D	>25-35
E	>35-50
F	>50

The all-way stop-controlled (flashing red) intersection of Bill France Boulevard and I-840 is uniquely configured to accommodate significant volumes of traffic for race events at the Nashville Superspeedway. The geometry of the intersection is designed such that right turns from all four directions are free movements with no traffic control to generate delay on right turn movements. The left turn

movements from all directions are configured with dual left turn lanes. Refer to **Figure 2** for an aerial view of the intersection. The analysis software is not configured to analyze this specific configuration, but the software can be utilized to analyze the conflicting stop-controlled movements to determine a LOS for the critical movements that experience delay. In the following analyses of this intersection the left and through movements are shared in order to accurately model the dual left turn lanes. This is possible since there are very limited (5 or less) through trips on any given leg of the intersection.

Existing Conditions

The existing conditions were evaluated on the critical study area intersections using the traffic volumes shown in **Figure 3.** The LOS results for the applicable approach movements are provided in **Table 3.** The intersections are projected to operate at a LOS of "B" or better in the morning and evening peak hour conditions. The detailed HCS intersection analysis summary reports are included in **Appendix C**.

Table 3: Existing Conditions Level of Service Intersection Analysis (2025)

Intersection	Approach	AM Peak Hour		PM Peak Hour	
		Delay (sec)	LOS	Delay (sec)	LOS
Bill France Blvd & I-840	Eastbound	8.5	A	9.2	A
	Westbound	9.3	A	11.1	B
	Northbound	8.6	A	9.3	A
	Southbound	9.4	A	10.7	B
	Overall	**9.3**	**A**	**10.8**	**B**
Bill France Blvd & Coulter Court	Eastbound	0.0	A	0.0	A
	Westbound	0.0	A	0.0	A
	Northbound	-	-	-	-
	Southbound	-	-	-	-
	Overall				

Bill France Blvd & Mona Road	Eastbound	0.5	A	0.4	A
	Westbound	0.0	A	0.1	A
	Northbound	11.8	B	11.3	B
	Southbound	9.7	A	11.2	B
	Overall				
Bill France Blvd & Hwy 231	Eastbound	12.5	B	11.2	B
	Westbound	-	-	-	-
	Northbound	5.4	A	2.0	A
	Southbound	-	-	-	-
	Overall				

West Phase

The West Phase build out conditions of FCCD were evaluated on the critical study area intersections using the traffic volumes shown in **Figure 8.** The LOS results for the applicable approach movements are provided in **Table 4.** The detailed HCS summary reports are included in **Appendix C**.

Table 4: West Phase Level of Service Intersection Analysis (2030)

Intersection	Approach	AM Peak Hour		PM Peak Hour	
		Delay (sec)	LOS	Delay (sec)	LOS
Bill France Blvd & I-840	Eastbound	9.5	A	10.1	B
	Westbound	12.2	B	15.5	C
	Northbound	9.4	A	10.0	A
	Southbound	13.0	B	13.9	B
	Overall	**12.6**	**B**	**14.7**	**B**
Bill France Blvd & Coulter Court	Eastbound	0.0	A	0.0	A
	Westbound	2.9	A	2.0	A
	Northbound	38.4	E	64.5	F
	Southbound	-	-	-	-
	Overall				

Bill France Blvd & Mona Road	Eastbound	0.4	A	0.3	A
	Westbound	0.7	A	0.6	A
	Northbound	14.3	B	13.7	B
	Southbound	10.4	B	12.1	B
	Overall				
Bill France Blvd & Hwy 231	Eastbound	18.5	C	16.0	C
	Westbound	-	-	-	-
	Northbound	7.0	A	3.7	A
	Southbound	-	-	-	-
	Overall				

Full Build Out

The full build out conditions of FCCC were evaluated on the critical study area intersections using the traffic volumes shown in **Figure 9.** The LOS results for the applicable approach movements are provided in **Table 5.** The detailed HCS summary reports are included in **Appendix C**.

Table 5: Full Build Out Level of Service Intersection Analysis (2045)

Intersection	Approach	AM Peak Hour		PM Peak Hour	
		Delay (sec)	LOS	Delay (sec)	LOS
Bill France Blvd & I-840	Eastbound	11.0	B	12.0	B
	Westbound	21.1	C	142.9	F
	Northbound	10.4	B	10.9	B
	Southbound	33.3	D	33.7	D
	Overall	**28.1**	**D**	**99.9**	**F**
Bill France Blvd & Coulter Court	Eastbound	0.0	A	0.0	A
	Westbound	13.4	B	1.3	A
	Northbound	4790.9	F	587.5	F
	Southbound	-	-	-	-
	Overall				

Bill France Blvd & Mona Road	Eastbound	0.2	A	0.3	A
	Westbound	1.0	A	0.3	A
	Northbound	167.5	F	50.8	F
	Southbound	16.5	C	32.8	D
	Overall				
Bill France Blvd & Hwy 231	Eastbound	36.6	E	23.3	C
	Westbound	-	-	-	-
	Northbound	8.0	A	3.6	A
	Southbound	-	-	-	-
	Overall				

Signal Warrant Analysis

A signal warrant analysis was performed on the study area intersections to determine when signal warrants might be met so that signalization needs could be considered. A preliminary traffic signal warrant analysis was performed on the intersections using the basis of estimated average daily traffic (ADT). The flashing red stop-controlled intersection of Bill France Blvd/I-840 was included to determine when full signal control may be necessary.

The analysis utilized the procedures outlined by the Manual on Uniform Traffic Control Devices (MUTCD). This document establishes nine separate, related sets of criteria termed "warrants". If none of the nine warrants are satisfied, then a signal should not be installed. If one or more of the warrants are satisfied, then the installation of a signal might be appropriate. For the purpose of this analysis and due to lack of additional information, only the four primary signal warrant indicators were analyzed. The four primary signal warrants are:

1a Minimum Vehicular Volume (Eight Hour)

1b Interruption of Continuous Traffic (Eight Hour)

2 Four Hour Vehicular Volume

3b Peak Hour Volume

The remaining signal warrants that were not evaluated in this instance include;

4 Pedestrian Volume

5 School Crossing

6 Coordinated Signal System

7 Crash Experience

8 Roadway Network

9 Intersection Near a Grade Crossing

Hourly adjustment factors were applied to the total ADT for each roadway to derive the peak hour, fourth highest hour, and eighth highest hour traffic volumes. The adjustment factors are as follows:

High Hour	Hourly Adjustment Factor*
1	0.0771
4	0.0656
8	0.0572

*Source: *Traffic Engineering: Theory and Practice*, Louis J. Pignataro

2025 ADT Volumes

Bill France Blvd (west) = 12,650 VPD
Bill France Blvd (east) = 5,547 VPD
I-840* = 3,165 VPD
Mona Rd = 1,064 VPD
Coulter Ct = 0 VPD
Hwy 231 = 9,818 VPD

2030 ADT Volumes

Bill France Blvd (west) = 22,373 VPD
Bill France Blvd (east) = 8,301 VPD
I-840* = 6,122 VPD
Mona Rd = 2,464 VPD
Coulter Ct = 3,130 VPD
Hwy 231 = 13,035 VPD

2045 ADT Volumes

Bill France Blvd (west) = 43,035 VPD
Bill France Blvd (east) = 9,754 VPD
I-840* = 13,541 VPD
Mona Rd = 2,737 VPD
Coulter Ct = 3,130 VPD
Hwy 231 = 15,693 VPD

*I-840 volumes exclude right turn volumes since they do not pass through intersection control

The results of the signal warrant analysis show that a signal may be needed at each of the study area intersections at some point. The full signal warrant analysis tables are included in **Appendix B** and a summary is provided in **Table 6**. All intersections listed in the table are roadways intersecting with Bill France Boulevard.

Table 6: Signal Warrant Analysis Summary

Intersection	Year	Warrant 1a	Warrant 1b	Warrant 2	Warrant 3b
I-840	2025	No	No	No	No
I-840	2030	No	No	No	No
I-840	2045	Yes	No	No	Yes
Coulter Ct.	2025	No	No	No	No
Coulter Ct.	2030	Yes	Yes	Yes	Yes
Coulter Ct.	2045	Yes	Yes	Yes	Yes
Mona Rd.	2025	No	No	No	No
Mona Rd.	2030	No	Yes	Yes	Yes
Mona Rd.	2045	Yes	Yes	Yes	Yes
Hwy 231	2025	No	No	No	No
Hwy 231	2030	Yes	No	Yes	Yes
Hwy 231	2045	Yes	Yes	Yes	Yes

It should be noted and emphasized that the signal warrant analysis contained in this report is speculative and includes many assumptions. The decision of whether a signal should be installed at an intersection should not be based on this preliminary analysis, but rather on actual field data and observations that would confirm the need for a signal. In some instances, even though a signal warrant may be met, the installation of a signal may not be the best solution. Additionally, the proposed warehouse buildings are speculative, and it is unknown how many trips a building will generate until a tenant occupies the building.

Roadway Capacity

A roadway capacity analysis was performed on the area roadways using a volume to capacity comparison (V/C ratio). The V/C ratio is used to compare the volumes to the capacities of the roads to determine a Level of Service (LOS). Street capacities are shown in **Table 7** and represent the limit of capacity which is defined by the Highway Capacity Manual as LOS "E". The results of the roadway capacity analysis are shown in **Table 8**.

Table 7: Annual Average Daily Traffic Service Volumes

Functional Classification	Through Lanes	LOS "E" ADT Capacity
City/County Roadway	2-Lanes	12,600
Divided Arterial	2-Lanes	15,600
Divided Arterial	4-Lanes	32,900
Divided Arterial	6-Lanes	49,300

LOS A or B: V/C Ratio is ≤ 0.45

LOS C: V/C Ratio is $0.45 < x \leq 0.65$

LOS D: V/C Ratio is $0.65 < x \leq 0.80$

LOS E: V/C Ratio is $0.80 < x \leq 1.00$

LOS F: V/C Ratio is > 1.00

Table 8: Roadway Capacity Analysis Summary

Roadway Segment	2025 Peak Hour Volume	LOS "E" Peak Hour Volume	V/C Ratio	LOS
Bill France Boulevard (West of Coulter Court)	12,650	49,300	0.26	B
Bill France Boulevard (East of Mona Road)	12,503	32,900	0.38	B
Bill France Boulevard (East of Powells Chapel)	5,547	15,600	0.36	B
Bill France Boulevard (West of Hwy 231)	5,547	15,600	0.36	B
Coulter Court	0	12,600	0	A
Mona Road	1,064	12,600	0.08	A

Roadway Segment	2030 Peak Hour Volume	LOS "E" Peak Hour Volume	V/C Ratio	LOS
Bill France Boulevard (West of Coulter Court)	22,373	49,300	0.45	B
Bill France Boulevard (East of Mona Road)	18,379	32,900	0.56	C
Bill France Boulevard (East of Powells Chapel)	8,301	15,600	0.53	C
Bill France Boulevard (West of Hwy 231)	8,301	15,600	0.53	C
Coulter Court	3,130	12,600	0.25	B
Mona Road	2,464	12,600	0.20	A

Roadway Segment	2045 Peak Hour Volume	LOS "E" Peak Hour Volume	V/C Ratio	LOS
Bill France Boulevard (West of Coulter Court)	43,035	49,300	0.87	E
Bill France Boulevard (East of Mona Road)	39,974	32,900	1.22	F
Bill France Boulevard (East of Powells Chapel)	9,754	15,600	0.63	C
Bill France Boulevard (West of Hwy 231)	9,754	15,600	0.63	C
Coulter Court	3,130	12,600	0.25	B
Mona Road	2,737	12,600	0.22	A

8. IMPROVEMENT ANALYSIS & RECOMMENDATIONS

The proposed transportation improvements associated with the FCCC development include internal drives, parking lots, and truck courts to serve the warehouse buildings. The dimensional geometry of these improvements should

be consistent with industry standards for light industrial/warehouse facilities and in accordance with Rutherford County standards. Additional roadway/traffic improvements external to the site and recommendations are as follows:

I-840 & Bill France Boulevard

- In 2030, the I-840/Bill France Boulevard intersection is predicted to have an overall LOS of "B". Additionally, no signal warrants were met for this intersection so it is expected that it can remain a flashing red signal through the build out of the West Phase. It should be monitored through the build out of the West Phase in case there is a higher percentage of southbound trips on I-840 than the 50% that was assumed in this study.

Coulter Court & Bill France Boulevard

- Coulter Court should be widened at the Bill France Boulevard intersection to allow for a left turn lane onto Bill France Boulevard. The northbound lane configuration should include a dedicated left turn lane and a through/right lane.
- In 2030, the Coulter Court/Bill France Boulevard intersection is predicted to have a LOS of "E/F" on the northbound leg of the intersection in the AM/PM peak hours respectively. The AM/PM 95th percentile queue lengths are predicted to be 6 and 12 vehicles respectively. The 2030 signal warrant analysis for this intersection indicates that warrants are met for signalization. If 100% of the West Phase is developed, it is expected that a signal will be needed at this intersection. However, 72% of the West Phase traffic is generated from the mixed use/retail portion of the development. Removing the mixed use/retail traffic from the West Phase changes this result, and the intersection improves to a LOS of "C". It is recommended that this intersection be monitored as development progresses to see when actual trips from the development warrant a signal.
- Coulter Court should be extended along the western boundary of the West Phase consistent with the site plan. The extension of this roadway to the

south property line of the West Phase allows for a future continuation of this roadway to the south where it could connect to Jefferson Pike. The roadway capacity analysis shows that a two-lane roadway is adequate to support the FCCC development through build out. The Town of Smyrna MTP shows the roadway planned as a two-lane minor arterial with a center turn lane. This is the recommended roadway cross section.

Mona Road & Bill France Boulevard

- Mona Road at Bill France Boulevard currently has a left, through, and right lane on both the north and south sides of the intersection. No additional roadway improvements are required.
- In 2030, this intersection is predicted to operate at a LOS of "B" or better. Some signal warrants were met in the 2030 signal warrant analysis, but by a small margin. It is recommended that queue lengths/delay on the north and south legs be monitored at this intersection as development progresses.
- The roadway capacity analysis confirms that Mona Road can remain as a two-lane roadway with a LOS of "A".

Hwy 231 & Bill France Boulevard

- For the build out of the West Phase, this intersection appears to have adequate turn lanes as the longest 95th percentile queue length is less than 4 vehicles in 2030. No additional roadway improvements are required.
- The Hwy 231/Bill France Boulevard intersection is predicted to operate at a LOS of "C" or better in 2030. However, the signal warrant analysis indicates that some warrants may be met so this intersection should also be monitored as development progresses.

2045 Analysis

- The results of the 2045 analysis within this study should be used as a planning tool, but this development and the conditions within this study area should be monitored as development progresses to evaluate the actual needs of

the transportation system. It appears with the full build out of FCCC that all four study area intersections may require signalization.

9. FINDINGS/CONCLUSIONS

Fall Creek Commerce Center has adequate access and connectivity to roadways providing convenient routes to major highways. It appears FCCC will require improvements/mitigation measures as documented in the recommendations of this report to support the transportation needs of the area and the development. No other significant negative impacts on the surrounding transportation system have been identified. Through the build out of the West Phase, the study area intersections should be monitored by site observation and/or traffic count surveys during peak hours to verify operations. It is anticipated that additional TIA's will be prepared for the Central and East phases of FCCC. The study area intersections will be included in the subsequent TIA's and the recommendations will be updated as needed.

APPENDIX A

Bi-Directional Class Count || NB EB 15min

Rutherford & Wilson County, TN (Refilm Needed)

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
TN-452 Bill France Blvd,
west of McCrary Rd

Date
Thursday, May 8, 2025

Weather
Cloudy
68°F

Lat/Long
36.040346°, -86.421262°

Click here for Detailed Weather

Click here for Map

0000 - 2400 (Weekday 24h Session) (05-08-2025)
NB EB 15min

	Eastbound (Movement 1.1)					
Time	1-3	4-7	8-13	Bicycles	15min Total	60min Total
0000 - 0015	4	1	7	0	12	
0015 - 0030	4	2	5	0	11	
0030 - 0045	12	0	2	0	14	
0045 - 0100	10	1	7	0	18	55
0100 - 0115	29	0	3	0	32	
0115 - 0130	11	2	6	0	19	
0130 - 0145	2	1	4	0	7	
0145 - 0200	8	3	6	0	17	75
0200 - 0215	4	2	1	0	7	
0215 - 0230	5	1	5	0	11	
0230 - 0245	10	3	3	0	16	
0245 - 0300	19	1	3	0	23	57
0300 - 0315	18	3	0	0	21	
0315 - 0330	26	1	3	0	30	
0330 - 0345	12	0	6	0	18	
0345 - 0400	6	1	5	0	12	81
0400 - 0415	14	0	2	0	16	
0415 - 0430	30	4	3	0	37	
0430 - 0445	46	0	5	0	51	
0445 - 0500	92	2	2	0	96	200
0500 - 0515	44	0	4	0	48	
0515 - 0530	66	3	4	0	73	
0530 - 0545	92	1	2	0	95	
0545 - 0600	153	2	4	0	159	375
0600 - 0615	105	7	8	0	120	
0615 - 0630	91	3	6	0	100	
0630 - 0645	83	2	4	0	89	
0645 - 0700	154	1	9	0	164	473
0700 - 0715	59	5	9	0	73	
0715 - 0730	67	6	5	0	78	
0730 - 0745	102	6	9	0	117	
0745 - 0800	96	9	12	0	117	385
0800 - 0815	82	7	14	0	103	
0815 - 0830	68	9	11	0	88	
0830 - 0845	70	7	5	0	82	
0845 - 0900	80	4	7	0	91	364
0900 - 0915	81	7	8	0	96	
0915 - 0930	81	7	6	0	94	
0930 - 0945	62	8	9	0	79	
0945 - 1000	68	8	7	0	83	352
1000 - 1015	51	5	12	0	68	
1015 - 1030	56	6	8	0	70	
1030 - 1045	48	12	4	0	64	
1045 - 1100	36	13	5	0	54	256
1100 - 1115	36	5	7	0	48	
1115 - 1130	33	9	13	0	55	
1130 - 1145	42	10	12	0	64	
1145 - 1200	32	6	12	0	50	217
1200 - 1215	29	10	8	0	47	
1215 - 1230	35	5	11	0	51	
1230 - 1245	38	7	11	0	56	
1245 - 1300	33	15	6	0	54	208
1300 - 1315	44	15	7	0	66	
1315 - 1330	47	12	12	0	71	
1330 - 1345	55	6	3	0	64	
1345 - 1400	91	9	10	0	110	311
1400 - 1415	65	10	7	0	82	
1415 - 1430	66	8	10	0	84	
1430 - 1445	99	8	9	0	116	
1445 - 1500	91	15	10	0	116	398
1500 - 1515	75	9	9	0	93	
1515 - 1530	91	11	11	0	113	
1530 - 1545	88	5	11	0	104	
1545 - 1600	94	6	10	0	110	420
1600 - 1615	114	11	8	0	133	
1615 - 1630	83	6	6	0	95	
1630 - 1645	115	5	11	0	131	
1645 - 1700	110	2	8	0	120	479
1700 - 1715	119	6	5	0	130	
1715 - 1730	108	5	10	0	123	
1730 - 1745	90	12	9	0	111	
1745 - 1800	97	7	5	0	109	473
1800 - 1815	59	9	7	0	75	
1815 - 1830	51	8	3	0	62	
1830 - 1845	46	16	9	0	71	
1845 - 1900	62	22	5	0	89	297
1900 - 1915	45	21	6	0	72	
1915 - 1930	57	25	6	0	88	
1930 - 1945	25	17	5	0	47	
1945 - 2000	33	9	3	0	45	252
2000 - 2015	24	9	5	0	38	
2015 - 2030	24	8	2	0	34	
2030 - 2045	22	1	2	0	25	
2045 - 2100	30	3	5	0	38	135
2100 - 2115	31	1	10	0	42	
2115 - 2130	43	2	2	0	47	
2130 - 2145	31	3	5	0	39	
2145 - 2200	24	3	3	0	30	158
2200 - 2215	22	2	5	0	29	
2215 - 2230	13	1	8	0	22	
2230 - 2245	21	0	4	0	25	
2245 - 2300	22	1	8	0	31	107
2300 - 2315	15	1	3	0	19	
2315 - 2330	17	0	9	0	26	
2330 - 2345	14	3	8	0	25	
2345 - 0000	6	0	4	0	10	80

Session Total	5014	566	628	0	6208
Session Average	52.23	5.90	6.54	0.00	64.67
Session Percentage	80.77	9.12	10.12	0.00	

AM Peak Hour	0530 - 0630	0745 - 0845	0730 - 0830	-	0530 - 0630
AM Peak Volume	441	32	46	0	474
AM Peak %age	93.04	6.75	9.70	0.00	

Noon Peak Hour	1430 - 1530	1230 - 1330	1115 - 1215	-	1430 - 1530
Noon Peak Volume	356	49	45	0	438
Noon Peak %age	81.28	11.19	10.27	0.00	

PM Peak Hour	1630 - 1730	1845 - 1945	1500 - 1600	-	-	-	-	-	-	-	-	-	-	1630 - 1730
PM Peak Volume	452	85	41	0	0	0	0	0	0	0	0	0	0	504
PM Peak %age	89.68	16.87	8.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

User Peak Volume	30	4	21	0	0	0	0	0	0	0	0	0	0	55
User Peak %age	54.55	7.27	38.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || SB WB 15min

Rutherford & Wilson County, TN (Refilm Needed)

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
TN-452 Bill France Blvd,
west of McCrary Rd

Date
Thursday, May 8, 2025

Lat/Long
36.040346°, -86.421262°

Click here for Map

Weather
Cloudy
68°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (05-08-2025)
SB WB 15min

	Westbound (Movement 1.2)					
Time	1-3	4-7	8-13	Bicycles	15min Total	60min Total
0000 - 0015	30	0	13	0	43	
0015 - 0030	7	0	7	0	14	
0030 - 0045	17	5	4	0	26	
0045 - 0100	49	1	10	0	60	143
0100 - 0115	32	2	0	0	34	
0115 - 0130	19	0	2	0	21	
0130 - 0145	11	0	4	0	15	
0145 - 0200	9	1	2	0	12	82
0200 - 0215	5	1	6	0	12	
0215 - 0230	7	2	12	0	21	
0230 - 0245	11	0	6	0	17	
0245 - 0300	28	0	9	0	37	87
0300 - 0315	16	0	8	0	24	
0315 - 0330	18	0	2	0	20	
0330 - 0345	20	1	6	0	27	
0345 - 0400	5	2	4	0	11	82
0400 - 0415	15	0	8	0	23	
0415 - 0430	15	0	2	0	17	
0430 - 0445	82	0	4	0	86	
0445 - 0500	24	4	4	0	32	158
0500 - 0515	29	1	5	0	35	
0515 - 0530	41	2	5	0	48	
0530 - 0545	46	13	6	0	65	
0545 - 0600	56	8	4	0	68	216
0600 - 0615	112	7	3	0	122	
0615 - 0630	115	11	3	0	129	
0630 - 0645	128	6	9	0	143	
0645 - 0700	111	8	6	0	125	519
0700 - 0715	119	15	5	0	139	
0715 - 0730	113	3	5	0	121	
0730 - 0745	113	9	7	0	129	
0745 - 0800	81	13	6	0	100	489
0800 - 0815	40	6	16	0	62	
0815 - 0830	56	7	10	0	73	
0830 - 0845	35	8	8	0	51	
0845 - 0900	26	7	10	0	43	229
0900 - 0915	33	7	10	0	50	
0915 - 0930	37	9	13	0	59	
0930 - 0945	41	6	5	0	52	
0945 - 1000	42	5	11	0	58	219
1000 - 1015	79	7	9	0	95	
1015 - 1030	53	10	9	0	72	
1030 - 1045	75	11	12	0	98	
1045 - 1100	87	5	8	0	100	365
1100 - 1115	83	33	4	0	120	
1115 - 1130	60	34	9	0	103	
1130 - 1145	44	21	4	0	69	
1145 - 1200	73	22	11	0	106	398
1200 - 1215	78	12	14	0	104	
1215 - 1230	47	8	12	0	67	
1230 - 1245	42	8	13	0	63	
1245 - 1300	57	10	8	0	75	309
1300 - 1315	50	10	10	0	70	
1315 - 1330	58	11	5	0	74	
1330 - 1345	99	10	9	0	118	
1345 - 1400	60	5	13	0	78	340
1400 - 1415	128	10	3	0	141	
1415 - 1430	65	14	15	0	94	
1430 - 1445	102	8	4	0	114	
1445 - 1500	90	8	10	0	108	457
1500 - 1515	132	11	9	0	152	
1515 - 1530	82	8	11	0	101	
1530 - 1545	156	5	8	0	169	
1545 - 1600	94	4	6	0	104	526
1600 - 1615	81	6	8	0	95	
1615 - 1630	88	6	6	0	100	
1630 - 1645	186	2	7	0	195	
1645 - 1700	78	1	7	0	86	476
1700 - 1715	76	4	3	0	83	
1715 - 1730	58	0	4	0	62	
1730 - 1745	113	0	9	0	122	
1745 - 1800	74	1	5	0	80	347
1800 - 1815	44	1	7	0	52	
1815 - 1830	33	4	6	0	43	
1830 - 1845	48	1	6	0	55	
1845 - 1900	45	9	5	0	59	209
1900 - 1915	37	3	8	0	48	
1915 - 1930	33	9	5	0	47	
1930 - 1945	51	1	4	0	56	
1945 - 2000	45	1	5	0	51	202
2000 - 2015	36	1	2	0	39	
2015 - 2030	69	0	5	0	74	
2030 - 2045	54	3	7	0	64	
2045 - 2100	29	1	2	0	32	209
2100 - 2115	22	0	2	0	24	
2115 - 2130	18	1	4	0	23	
2130 - 2145	23	0	4	0	27	
2145 - 2200	24	1	2	0	27	101
2200 - 2215	18	0	3	0	21	
2215 - 2230	21	1	6	0	28	
2230 - 2245	25	1	6	0	32	
2245 - 2300	25	0	5	0	30	111
2300 - 2315	63	1	4	0	68	
2315 - 2330	41	1	2	0	44	
2330 - 2345	26	0	5	0	31	
2345 - 0000	13	3	9	0	25	168

Session Total	5285	518	639	0	6442
Session Average	55.05	5.40	6.66	0.00	67.10
Session Percentage	82.04	8.04	9.92	0.00	

AM Peak Hour	0615 - 0715	0615 - 0715	0800 - 0900	-	0615 - 0715
AM Peak Volume	473	40	44	0	536
AM Peak %age	88.25	7.46	8.21	0.00	

Noon Peak Hour	1445 - 1545	1100 - 1200	1145 - 1245	-	1445 - 1545
Noon Peak Volume	460	110	50	0	530
Noon Peak %age	86.79	20.75	9.43	0.00	

PM Peak Hour	1500 - 1600	1500 - 1600	1500 - 1600	-	-	-	-	-	-	-	-	-	-	1500 - 1600
PM Peak Volume	464	28	34	0	0	0	0	0	0	0	0	0	0	526
PM Peak %age	88.21	5.32	6.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

User Peak Volume	103	6	34	0	0	0	0	0	0	0	0	0	0	143
User Peak %age	72.03	4.20	23.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || Bi-Directional 15min

Rutherford & Wilson County, TN (Refilm Needed)

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 1
TN-452 Bill France Blvd,
west of McCrary Rd

Date
Thursday, May 8, 2025

Lat/Long
36.040346°, -86.421262°

Weather
Cloudy
68°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (05-08-2025)
Bi-Directional 15min

	Bi-Directional 15min				15min	60min
Time	1-3	4-7	8-13	Bicycles	Total	Total
0000 - 0015	34	1	20	0	55	
0015 - 0030	11	2	12	0	25	
0030 - 0045	29	5	6	0	40	
0045 - 0100	59	2	17	0	78	198
0100 - 0115	61	2	3	0	66	
0115 - 0130	30	2	8	0	40	
0130 - 0145	13	1	8	0	22	
0145 - 0200	17	4	8	0	29	157
0200 - 0215	9	3	7	0	19	
0215 - 0230	12	3	17	0	32	
0230 - 0245	21	3	9	0	33	
0245 - 0300	47	1	12	0	60	144
0300 - 0315	34	3	8	0	45	
0315 - 0330	44	1	5	0	50	
0330 - 0345	32	1	12	0	45	
0345 - 0400	11	3	9	0	23	163
0400 - 0415	29	0	10	0	39	
0415 - 0430	45	4	5	0	54	
0430 - 0445	128	0	9	0	137	
0445 - 0500	116	6	6	0	128	358
0500 - 0515	73	1	9	0	83	
0515 - 0530	107	5	9	0	121	
0530 - 0545	138	14	8	0	160	
0545 - 0600	209	10	8	0	227	591
0600 - 0615	217	14	11	0	242	
0615 - 0630	206	14	9	0	229	
0630 - 0645	211	8	13	0	232	
0645 - 0700	265	9	15	0	289	992
0700 - 0715	178	20	14	0	212	
0715 - 0730	180	9	10	0	199	
0730 - 0745	215	15	16	0	246	
0745 - 0800	177	22	18	0	217	874
0800 - 0815	122	13	30	0	165	
0815 - 0830	124	16	21	0	161	
0830 - 0845	105	15	13	0	133	
0845 - 0900	106	11	17	0	134	593
0900 - 0915	114	14	18	0	146	
0915 - 0930	118	16	19	0	153	
0930 - 0945	103	14	14	0	131	
0945 - 1000	110	13	18	0	141	571
1000 - 1015	130	12	21	0	163	
1015 - 1030	109	16	17	0	142	
1030 - 1045	123	23	16	0	162	
1045 - 1100	123	18	13	0	154	621
1100 - 1115	119	38	11	0	168	
1115 - 1130	93	43	22	0	158	
1130 - 1145	86	31	16	0	133	
1145 - 1200	105	28	23	0	156	615
1200 - 1215	107	22	22	0	151	
1215 - 1230	82	13	23	0	118	
1230 - 1245	80	15	24	0	119	
1245 - 1300	90	25	14	0	129	517
1300 - 1315	94	25	17	0	136	
1315 - 1330	105	23	17	0	145	
1330 - 1345	154	16	12	0	182	
1345 - 1400	151	14	23	0	188	651
1400 - 1415	193	20	10	0	223	
1415 - 1430	131	22	25	0	178	
1430 - 1445	201	16	13	0	230	
1445 - 1500	181	23	20	0	224	855
1500 - 1515	207	20	18	0	245	
1515 - 1530	173	19	22	0	214	
1530 - 1545	244	10	19	0	273	
1545 - 1600	188	10	16	0	214	946
1600 - 1615	195	17	16	0	228	
1615 - 1630	171	12	12	0	195	
1630 - 1645	301	7	18	0	326	
1645 - 1700	188	3	15	0	206	955
1700 - 1715	195	10	8	0	213	
1715 - 1730	166	5	14	0	185	
1730 - 1745	203	12	18	0	233	
1745 - 1800	171	8	10	0	189	820
1800 - 1815	103	10	14	0	127	
1815 - 1830	84	12	9	0	105	
1830 - 1845	94	17	15	0	126	
1845 - 1900	107	31	10	0	148	506
1900 - 1915	82	24	14	0	120	
1915 - 1930	90	34	11	0	135	
1930 - 1945	76	18	9	0	103	
1945 - 2000	78	10	8	0	96	454
2000 - 2015	60	10	7	0	77	
2015 - 2030	93	8	7	0	108	
2030 - 2045	76	4	9	0	89	
2045 - 2100	59	4	7	0	70	344
2100 - 2115	53	1	12	0	66	
2115 - 2130	61	3	6	0	70	
2130 - 2145	54	3	9	0	66	
2145 - 2200	48	4	5	0	57	259
2200 - 2215	40	2	8	0	50	
2215 - 2230	34	2	14	0	50	
2230 - 2245	46	1	10	0	57	
2245 - 2300	47	1	13	0	61	218
2300 - 2315	78	2	7	0	87	
2315 - 2330	58	1	11	0	70	
2330 - 2345	40	3	13	0	56	
2345 - 0000	19	3	13	0	35	248

Session Total	10299	1084	1267	0	12650
Session Average	107.28	11.29	13.20	0.00	131.77
Session Percentage	81.42	8.57	10.02	0.00	

AM Peak Hour	0600 - 0700	0700 - 0800	0730 - 0830	-	0600 - 0700
AM Peak Volume	899	66	85	0	992
AM Peak %age	90.63	6.65	8.57	0.00	

Noon Peak Hour	1445 - 1545	1100 - 1200	1145 - 1245	-	1445 - 1545
Noon Peak Volume	805	140	92	0	956
Noon Peak %age	84.21	14.64	9.62	0.00	

PM Peak Hour	1545 - 1645	1845 - 1945	1500 - 1600	-	-	-	-	-	-	-	-	-	-	1545 - 1645
PM Peak Volume	855	107	75	0	0	0	0	0	0	0	0	0	0	963
PM Peak %age	88.79	11.11	7.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

User Peak Volume	133	10	55	0	0	0	0	0	0	0	0	0	0	198
User Peak %age	67.17	5.05	27.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || NB EB 15min

Rutherford & Wilson County, TN (Refilm Needed)

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 2
TN-452 Bill France Blvd,
west of TN-10 Murfreesboro Rd

Date
Thursday, May 8, 2025

Weather
Cloudy
68°F

Lat/Long
36.022661°, -86.366110°

Click here for Detailed Weather

Click here for Map

0000 - 2400 (Weekday 24h Session) (05-08-2025)
NB EB 15min

	Eastbound (Movement 2.1)					
Time	1-3	4-7	8-13	Bicycles	15min Total	60min Total
0000 - 0015	9	0	0	0	9	
0015 - 0030	4	0	0	0	4	
0030 - 0045	14	0	0	0	14	
0045 - 0100	17	0	0	0	17	44
0100 - 0115	10	0	0	0	10	
0115 - 0130	6	0	0	0	6	
0130 - 0145	4	0	0	0	4	
0145 - 0200	3	0	0	0	3	23
0200 - 0215	3	0	0	0	3	
0215 - 0230	1	0	0	0	1	
0230 - 0245	6	4	0	0	10	
0245 - 0300	15	2	0	0	17	31
0300 - 0315	11	2	0	0	13	
0315 - 0330	2	0	0	0	2	
0330 - 0345	6	0	0	0	6	
0345 - 0400	3	0	0	0	3	24
0400 - 0415	4	0	0	0	4	
0415 - 0430	2	1	0	0	3	
0430 - 0445	22	1	0	0	23	
0445 - 0500	8	0	0	0	8	38
0500 - 0515	6	1	0	0	7	
0515 - 0530	9	1	0	0	10	
0530 - 0545	14	0	0	0	14	
0545 - 0600	13	1	0	0	14	45
0600 - 0615	18	3	0	0	21	
0615 - 0630	18	1	1	0	20	
0630 - 0645	20	1	0	0	21	
0645 - 0700	17	4	1	0	22	84
0700 - 0715	17	6	1	0	24	
0715 - 0730	19	2	0	0	21	
0730 - 0745	17	11	1	1	30	
0745 - 0800	22	7	4	0	33	108
0800 - 0815	19	0	1	0	20	
0815 - 0830	15	2	1	0	18	
0830 - 0845	13	7	1	0	21	
0845 - 0900	16	5	2	0	23	82
0900 - 0915	16	1	0	0	17	
0915 - 0930	11	6	1	0	18	
0930 - 0945	17	8	0	0	25	
0945 - 1000	8	1	0	0	9	69
1000 - 1015	20	3	1	0	24	
1015 - 1030	19	7	3	0	29	
1030 - 1045	10	8	0	0	18	
1045 - 1100	26	5	2	0	33	104
1100 - 1115	21	5	2	0	28	
1115 - 1130	26	7	2	0	35	
1130 - 1145	12	0	3	0	15	
1145 - 1200	18	5	1	0	24	102
1200 - 1215	20	7	2	0	29	
1215 - 1230	13	3	2	0	18	
1230 - 1245	19	9	2	0	30	
1245 - 1300	15	4	2	0	21	98
1300 - 1315	18	6	0	0	24	
1315 - 1330	21	11	0	0	32	
1330 - 1345	32	10	4	0	46	
1345 - 1400	37	4	3	0	44	146
1400 - 1415	50	0	2	0	52	
1415 - 1430	27	4	3	0	34	
1430 - 1445	47	1	2	0	50	
1445 - 1500	58	5	2	0	65	201
1500 - 1515	66	3	1	0	70	
1515 - 1530	52	5	4	0	61	
1530 - 1545	80	5	4	0	89	
1545 - 1600	69	9	3	0	81	301
1600 - 1615	87	8	5	0	100	
1615 - 1630	80	2	2	0	84	
1630 - 1645	108	3	4	0	115	
1645 - 1700	103	2	0	0	105	404
1700 - 1715	94	1	1	0	96	
1715 - 1730	98	0	2	0	100	
1730 - 1745	95	5	3	0	103	
1745 - 1800	81	0	0	0	81	380
1800 - 1815	50	1	1	0	52	
1815 - 1830	48	1	0	0	49	
1830 - 1845	29	0	2	0	31	
1845 - 1900	30	0	0	0	30	162
1900 - 1915	27	0	0	0	27	
1915 - 1930	19	0	0	0	19	
1930 - 1945	25	3	0	0	28	
1945 - 2000	22	0	1	0	23	97
2000 - 2015	18	0	0	0	18	
2015 - 2030	18	0	0	0	18	
2030 - 2045	34	0	0	0	34	
2045 - 2100	22	0	0	0	22	92
2100 - 2115	22	0	0	0	22	
2115 - 2130	11	0	0	0	11	
2130 - 2145	10	0	0	0	10	
2145 - 2200	10	0	0	0	10	53
2200 - 2215	22	0	0	0	22	
2215 - 2230	15	0	0	0	15	
2230 - 2245	17	0	0	0	17	
2245 - 2300	13	0	0	0	13	67
2300 - 2315	25	0	0	0	25	
2315 - 2330	12	0	0	0	12	
2330 - 2345	7	0	0	0	7	
2345 - 0000	8	0	0	0	8	52

Session Total	2491	230	85	1	2807
Session Average	25.95	2.40	0.89	0.01	29.24
Session Percentage	88.74	8.19	3.03	0.04	

AM Peak Hour	0715 - 0815	0700 - 0800	0730 - 0830	0645 - 0745	0700 - 0800
AM Peak Volume	77	26	7	1	108
AM Peak %age	71.30	24.07	6.48	0.93	

Noon Peak Hour	1445 - 1545	1245 - 1345	1330 - 1430	-	1445 - 1545
Noon Peak Volume	256	31	12	0	285
Noon Peak %age	89.82	10.88	4.21	0.00	

PM Peak Hour	1630 - 1730	1515 - 1615	1515 - 1615	-	-	-	-	-	-	-	-	-	-	1630 - 1730
PM Peak Volume	403	27	16	0	0	0	0	0	0	0	0	0	0	416
PM Peak %age	96.88	6.49	3.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

User Peak Volume	44	0	0	0	0	0	0	0	0	0	0	0	0	44
User Peak %age	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || SB WB 15min

Rutherford & Wilson County, TN (Refilm Needed)

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 2
TN-452 Bill France Blvd,
west of TN-10 Murfreesboro Rd

Date
Thursday, May 8, 2025

Weather
Cloudy
68°F

Lat/Long
36.022661°, -86.366110°

Click here for Detailed Weather

Click here for Map

0000 - 2400 (Weekday 24h Session) (05-08-2025)
SB WB 15min

	Westbound (Movement 2.2)					
Time	1-3	4-7	8-13	Bicycles	15min Total	60min Total
0000 - 0015	3	0	0	0	3	
0015 - 0030	2	1	0	0	3	
0030 - 0045	5	0	1	0	6	
0045 - 0100	4	0	0	0	4	16
0100 - 0115	8	0	0	0	8	
0115 - 0130	1	0	0	0	1	
0130 - 0145	4	0	0	0	4	
0145 - 0200	2	0	0	0	2	15
0200 - 0215	1	0	0	0	1	
0215 - 0230	3	0	0	0	3	
0230 - 0245	2	0	0	0	2	
0245 - 0300	4	1	0	0	5	11
0300 - 0315	6	0	0	0	6	
0315 - 0330	14	1	1	0	16	
0330 - 0345	5	0	0	0	5	
0345 - 0400	4	0	0	0	4	31
0400 - 0415	8	4	0	0	12	
0415 - 0430	15	0	1	0	16	
0430 - 0445	20	0	0	0	20	
0445 - 0500	20	1	2	0	23	71
0500 - 0515	30	2	0	0	32	
0515 - 0530	42	5	4	0	51	
0530 - 0545	53	2	1	0	56	
0545 - 0600	68	4	2	0	74	213
0600 - 0615	71	2	2	0	75	
0615 - 0630	108	6	1	0	115	
0630 - 0645	100	4	5	0	109	
0645 - 0700	103	9	3	0	115	414
0700 - 0715	80	4	3	0	87	
0715 - 0730	87	3	0	0	90	
0730 - 0745	56	10	2	0	68	
0745 - 0800	72	5	2	0	79	324
0800 - 0815	40	4	6	0	50	
0815 - 0830	33	6	3	0	42	
0830 - 0845	16	12	2	0	30	
0845 - 0900	26	3	2	0	31	153
0900 - 0915	36	5	2	0	43	
0915 - 0930	34	11	5	1	51	
0930 - 0945	38	2	1	0	41	
0945 - 1000	23	2	0	0	25	160
1000 - 1015	22	6	2	0	30	
1015 - 1030	31	6	4	0	41	
1030 - 1045	19	3	1	0	23	
1045 - 1100	21	7	1	0	29	123
1100 - 1115	21	3	4	0	28	
1115 - 1130	15	4	0	0	19	
1130 - 1145	14	10	2	0	26	
1145 - 1200	16	2	1	0	19	92
1200 - 1215	17	4	3	0	24	
1215 - 1230	22	5	1	0	28	
1230 - 1245	12	4	2	0	18	
1245 - 1300	17	6	3	0	26	96
1300 - 1315	20	5	3	0	28	
1315 - 1330	25	8	2	0	35	
1330 - 1345	29	8	0	0	37	
1345 - 1400	37	4	1	0	42	142
1400 - 1415	42	7	1	0	50	
1415 - 1430	39	2	2	0	43	
1430 - 1445	41	4	0	0	45	
1445 - 1500	36	0	0	0	36	174
1500 - 1515	32	2	2	0	36	
1515 - 1530	37	5	0	0	42	
1530 - 1545	29	1	1	0	31	
1545 - 1600	37	2	1	0	40	149
1600 - 1615	25	1	3	0	29	
1615 - 1630	20	5	2	0	27	
1630 - 1645	33	0	0	0	33	
1645 - 1700	26	0	1	0	27	116
1700 - 1715	27	2	0	0	29	
1715 - 1730	30	0	2	0	32	
1730 - 1745	31	1	1	0	33	
1745 - 1800	41	0	0	0	41	135
1800 - 1815	16	0	1	0	17	
1815 - 1830	29	1	1	0	31	
1830 - 1845	29	1	0	0	30	
1845 - 1900	19	5	0	0	24	102
1900 - 1915	19	2	1	0	22	
1915 - 1930	23	5	0	0	28	
1930 - 1945	12	0	0	0	12	
1945 - 2000	13	0	0	0	13	75
2000 - 2015	6	1	0	0	7	
2015 - 2030	12	1	0	0	13	
2030 - 2045	9	0	0	0	9	
2045 - 2100	9	1	0	0	10	39
2100 - 2115	11	0	1	0	12	
2115 - 2130	19	0	0	0	19	
2130 - 2145	10	0	0	0	10	
2145 - 2200	10	0	0	0	10	51
2200 - 2215	2	0	0	0	2	
2215 - 2230	5	0	0	0	5	
2230 - 2245	8	0	0	0	8	
2245 - 2300	11	0	0	0	11	26
2300 - 2315	6	0	0	0	6	
2315 - 2330	2	0	0	0	2	
2330 - 2345	1	0	0	0	1	
2345 - 0000	3	0	0	0	3	12

Session Total	2395	243	101	1	2740
Session Average	24.95	2.53	1.05	0.01	28.54
Session Percentage	87.41	8.87	3.69	0.04	

AM Peak Hour	0615 - 0715	0830 - 0930	0730 - 0830	0830 - 0930	0615 - 0715
AM Peak Volume	391	31	13	1	426
AM Peak %age	91.78	7.28	3.05	0.23	

Noon Peak Hour	1345 - 1445	1245 - 1345	1015 - 1115	-	1345 - 1445
Noon Peak Volume	159	27	10	0	180
Noon Peak %age	88.33	15.00	5.56	0.00	

PM Peak Hour	1500 - 1600	1830 - 1930	1530 - 1630	-	-	-	-	-	-	-	-	-	-	1500 - 1600
PM Peak Volume	135	13	7	0	0	0	0	0	0	0	0	0	0	149
PM Peak %age	90.60	8.72	4.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

User Peak Volume	14	1	1	0	0	0	0	0	0	0	0	0	0	16
User Peak %age	87.50	6.25	6.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Bi-Directional Class Count || Bi-Directional 15min

Rutherford & Wilson County, TN (Refilm Needed)

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 2
TN-452 Bill France Blvd,
west of TN-10 Murfreesboro Rd

Date
Thursday, May 8, 2025

Lat/Long
36.022661°, -86.366110°

Weather
Cloudy
68°F

Click here for Detailed Weather

0000 - 2400 (Weekday 24h Session) (05-08-2025)
Bi-Directional 15min

	Bi-Directional 15min					
Time	1-3	4-7	8-13	Bicycles	15min Total	60min Total
0000 - 0015	12	0	0	0	12	
0015 - 0030	6	1	0	0	7	
0030 - 0045	19	0	1	0	20	
0045 - 0100	21	0	0	0	21	60
0100 - 0115	18	0	0	0	18	
0115 - 0130	7	0	0	0	7	
0130 - 0145	8	0	0	0	8	
0145 - 0200	5	0	0	0	5	38
0200 - 0215	4	0	0	0	4	
0215 - 0230	4	0	0	0	4	
0230 - 0245	8	4	0	0	12	
0245 - 0300	19	3	0	0	22	42
0300 - 0315	17	2	0	0	19	
0315 - 0330	16	1	1	0	18	
0330 - 0345	11	0	0	0	11	
0345 - 0400	7	0	0	0	7	55
0400 - 0415	12	4	0	0	16	
0415 - 0430	17	1	1	0	19	
0430 - 0445	42	1	0	0	43	
0445 - 0500	28	1	2	0	31	109
0500 - 0515	36	3	0	0	39	
0515 - 0530	51	6	4	0	61	
0530 - 0545	67	2	1	0	70	
0545 - 0600	81	5	2	0	88	258
0600 - 0615	89	5	2	0	96	
0615 - 0630	126	7	2	0	135	
0630 - 0645	120	5	5	0	130	
0645 - 0700	120	13	4	0	137	498
0700 - 0715	97	10	4	0	111	
0715 - 0730	106	5	0	0	111	
0730 - 0745	73	21	3	1	98	
0745 - 0800	94	12	6	0	112	432
0800 - 0815	59	4	7	0	70	
0815 - 0830	48	8	4	0	60	
0830 - 0845	29	19	3	0	51	
0845 - 0900	42	8	4	0	54	235
0900 - 0915	52	6	2	0	60	
0915 - 0930	45	17	6	1	69	
0930 - 0945	55	10	1	0	66	
0945 - 1000	31	3	0	0	34	229
1000 - 1015	42	9	3	0	54	
1015 - 1030	50	13	7	0	70	
1030 - 1045	29	11	1	0	41	
1045 - 1100	47	12	3	0	62	227
1100 - 1115	42	8	6	0	56	
1115 - 1130	41	11	2	0	54	
1130 - 1145	26	10	5	0	41	
1145 - 1200	34	7	2	0	43	194
1200 - 1215	37	11	5	0	53	
1215 - 1230	35	8	3	0	46	
1230 - 1245	31	13	4	0	48	
1245 - 1300	32	10	5	0	47	194
1300 - 1315	38	11	3	0	52	
1315 - 1330	46	19	2	0	67	
1330 - 1345	61	18	4	0	83	
1345 - 1400	74	8	4	0	86	288
1400 - 1415	92	7	3	0	102	
1415 - 1430	66	6	5	0	77	
1430 - 1445	88	5	2	0	95	
1445 - 1500	94	5	2	0	101	375
1500 - 1515	98	5	3	0	106	
1515 - 1530	89	10	4	0	103	
1530 - 1545	109	6	5	0	120	
1545 - 1600	106	11	4	0	121	450
1600 - 1615	112	9	8	0	129	
1615 - 1630	100	7	4	0	111	
1630 - 1645	141	3	4	0	148	
1645 - 1700	129	2	1	0	132	520
1700 - 1715	121	3	1	0	125	
1715 - 1730	128	0	4	0	132	
1730 - 1745	126	6	4	0	136	
1745 - 1800	122	0	0	0	122	515
1800 - 1815	66	1	2	0	69	
1815 - 1830	77	2	1	0	80	
1830 - 1845	58	1	2	0	61	
1845 - 1900	49	5	0	0	54	264
1900 - 1915	46	2	1	0	49	
1915 - 1930	42	5	0	0	47	
1930 - 1945	37	3	0	0	40	
1945 - 2000	35	0	1	0	36	172
2000 - 2015	24	1	0	0	25	
2015 - 2030	30	1	0	0	31	
2030 - 2045	43	0	0	0	43	
2045 - 2100	31	1	0	0	32	131
2100 - 2115	33	0	1	0	34	
2115 - 2130	30	0	0	0	30	
2130 - 2145	20	0	0	0	20	
2145 - 2200	20	0	0	0	20	104
2200 - 2215	24	0	0	0	24	
2215 - 2230	20	0	0	0	20	
2230 - 2245	25	0	0	0	25	
2245 - 2300	24	0	0	0	24	93
2300 - 2315	31	0	0	0	31	
2315 - 2330	14	0	0	0	14	
2330 - 2345	8	0	0	0	8	
2345 - 0000	11	0	0	0	11	64

Session Total	4886	473	186	2	5547
Session Average	50.90	4.93	1.94	0.02	57.78
Session Percentage	88.08	8.53	3.35	0.04	

AM Peak Hour	0615 - 0715	0830 - 0930	0730 - 0830	0645 - 0745	0615 - 0715
AM Peak Volume	463	50	20	1	513
AM Peak %age	90.25	9.75	3.90	0.19	

Noon Peak Hour	1445 - 1545	1245 - 1345	1015 - 1115	-	1445 - 1545
Noon Peak Volume	390	58	17	0	430
Noon Peak %age	90.70	13.49	3.95	0.00	

PM Peak Hour	1630 - 1730	1515 - 1615	1515 - 1615	-	-	-	-	-	-	-	-	-	-	1630 - 1730
PM Peak Volume	519	36	21	0	0	0	0	0	0	0	0	0	0	537
PM Peak %age	96.65	6.70	3.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

User Peak Volume	58	1	1	0	0	0	0	0	0	0	0	0	0	60
User Peak %age	96.67	1.67	1.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Peak Hour Turning Movement Count

Rutherford & Wilson County, TN

Click here for Map

Marr Traffic DATA COLLECTION

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Wednesday, May 21, 2025		
	Fair	71°F
Period	0600 - 0900	APPLY
Peak Hour	0600 - 0700	APPLY
Global PH	0600 - 0700	APPLY

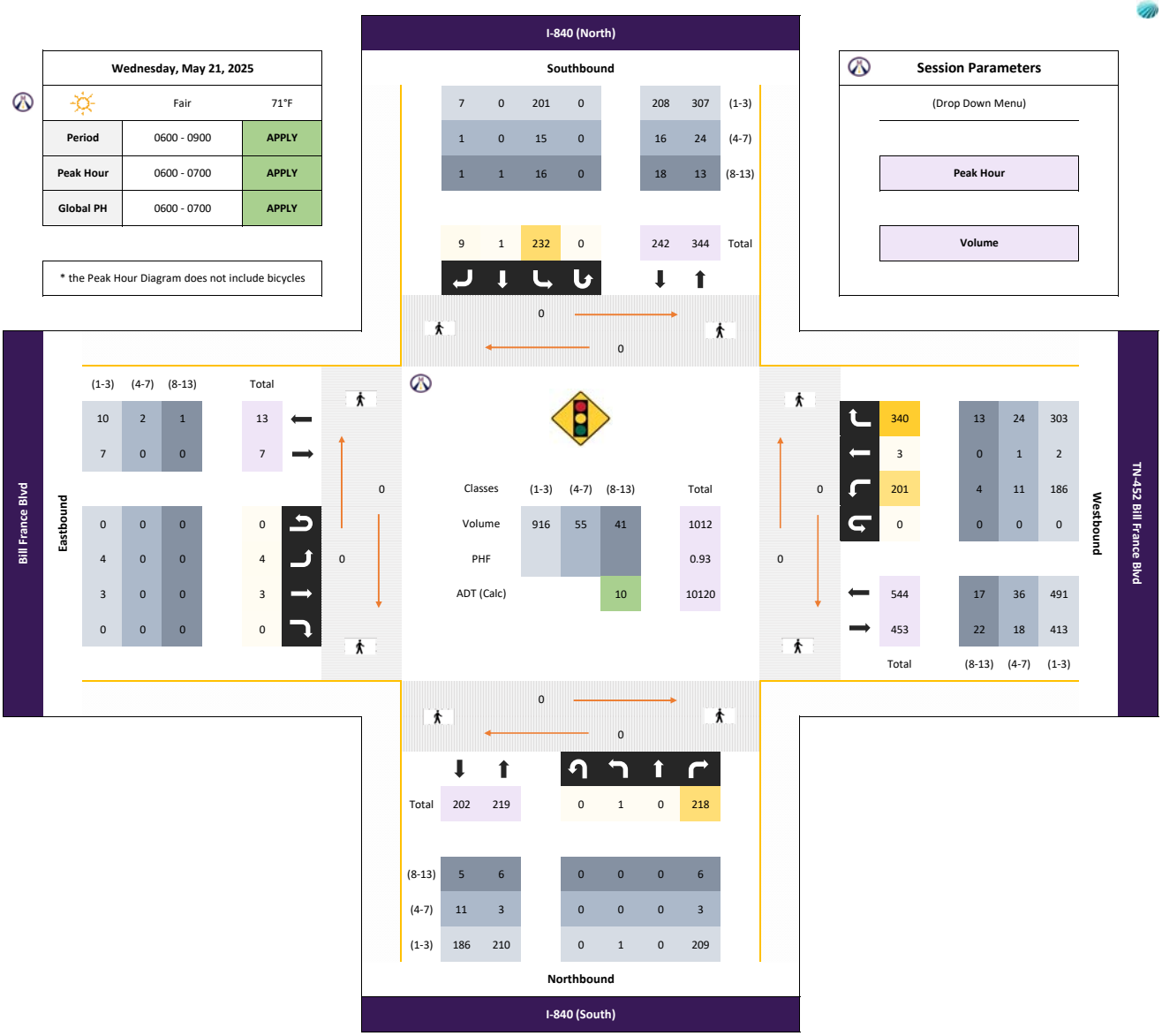
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
0600 - 0615	1	0	39	-	0	40	41	0	3	-	0	44	1	2	0	-	0	3	55	0	79	-	0	134	221
0615 - 0630	0	0	55	-	0	55	55	1	2	-	0	58	0	1	0	-	0	1	46	1	92	-	0	139	253
0630 - 0645	0	0	61	-	0	61	66	0	3	-	0	69	2	0	0	-	0	2	47	2	91	-	0	140	272
0645 - 0700	0	0	63	-	0	63	70	0	1	-	0	71	1	0	0	-	0	1	53	0	78	-	0	131	266
Total	1	0	218	0	0	219	232	1	9	0	0	242	4	3	0	0	0	7	201	3	340	0	0	544	1012
Approach %	0.46	0.00	99.54	0.00	0.00	-	95.87	0.41	3.72	0.00	0.00	-	57.14	42.86	0.00	0.00	0.00	-	36.95	0.55	62.50	0.00	0.00	-	
PHF	0.25	0.00	0.87	0.00	0.00	**0.87**	0.83	0.25	0.75	0.00	0.00	**0.85**	0.50	0.38	0.00	0.00	0.00	**0.58**	0.91	0.38	0.92	0.00	0.00	**0.97**	**0.93**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
0600 - 0615	1	0	37	-	0	38	38	0	3	-	0	41	1	2	0	-	0	3	51	0	70	-	0	121	203
0615 - 0630	0	0	54	-	0	54	45	0	2	-	0	47	0	1	0	-	0	1	42	1	81	-	0	124	226
0630 - 0645	0	0	57	-	0	57	58	0	2	-	0	60	2	0	0	-	0	2	46	1	84	-	0	131	250
0645 - 0700	0	0	61	-	0	61	60	0	0	-	0	60	1	0	0	-	0	1	47	0	68	-	0	115	237
Total	1	0	209	0	0	210	201	0	7	0	0	208	4	3	0	0	0	7	186	2	303	0	0	491	916
Approach %	0.48	0.00	99.52	0.00	0.00	-	96.63	0.00	3.37	0.00	0.00	-	57.14	42.86	0.00	0.00	0.00	-	37.88	0.41	61.71	0.00	0.00	-	
PHF	0.25	0.00	0.86	0.00	0.00	**0.86**	0.84	0.00	0.58	0.00	0.00	**0.87**	0.50	0.38	0.00	0.00	0.00	**0.58**	0.91	0.50	0.90	0.00	0.00	**0.94**	**0.92**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
0600 - 0615	0	0	0	-	0	0	2	0	0	-	0	2	0	0	0	-	0	0	3	0	7	-	0	10	12
0615 - 0630	0	0	0	-	0	0	6	0	0	-	0	6	0	0	0	-	0	0	2	0	5	-	0	7	13
0630 - 0645	0	0	2	-	0	2	4	0	1	-	0	5	0	0	0	-	0	0	1	1	6	-	0	8	15
0645 - 0700	0	0	1	-	0	1	3	0	0	-	0	3	0	0	0	-	0	0	5	0	6	-	0	11	15
Total	0	0	3	0	0	3	15	0	1	0	0	16	0	0	0	0	0	0	11	1	24	0	0	36	55
Approach %	0.00	0.00	100.00	0.00	0.00	-	93.75	0.00	6.25	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	30.56	2.78	66.67	0.00	0.00	-	
PHF	0.00	0.00	0.38	0.00	0.00	**0.38**	0.63	0.00	0.25	0.00	0.00	**0.67**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.55	0.25	0.86	0.00	0.00	**0.82**	**0.92**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
0600 - 0615	0	0	2	-	0	2	1	0	0	-	0	1	0	0	0	-	0	0	1	0	2	-	0	3	6
0615 - 0630	0	0	1	-	0	1	4	1	0	-	0	5	0	0	0	-	0	0	2	0	6	-	0	8	14
0630 - 0645	0	0	2	-	0	2	4	0	0	-	0	4	0	0	0	-	0	0	0	0	1	-	0	1	7
0645 - 0700	0	0	1	-	0	1	7	0	1	-	0	8	0	0	0	-	0	0	1	0	4	-	0	5	14
Total	0	0	6	0	0	6	16	1	1	0	0	18	0	0	0	0	0	0	4	0	13	0	0	17	41
Approach %	0.00	0.00	100.00	0.00	0.00	-	88.89	5.56	5.56	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	23.53	0.00	76.47	0.00	0.00	-	
PHF	0.00	0.00	0.75	0.00	0.00	**0.75**	0.57	0.25	0.25	0.00	0.00	**0.56**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.50	0.00	0.54	0.00	0.00	**0.53**	**0.73**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
0600 - 0615	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0615 - 0630	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0630 - 0645	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0645 - 0700	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Rutherford & Wilson County, TN

Click here for Map

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Wednesday, May 21, 2025		
	Fair	71°F
Period	1500 - 1800	APPLY
Peak Hour	1615 - 1715	APPLY
Global PH	1615 - 1715	APPLY

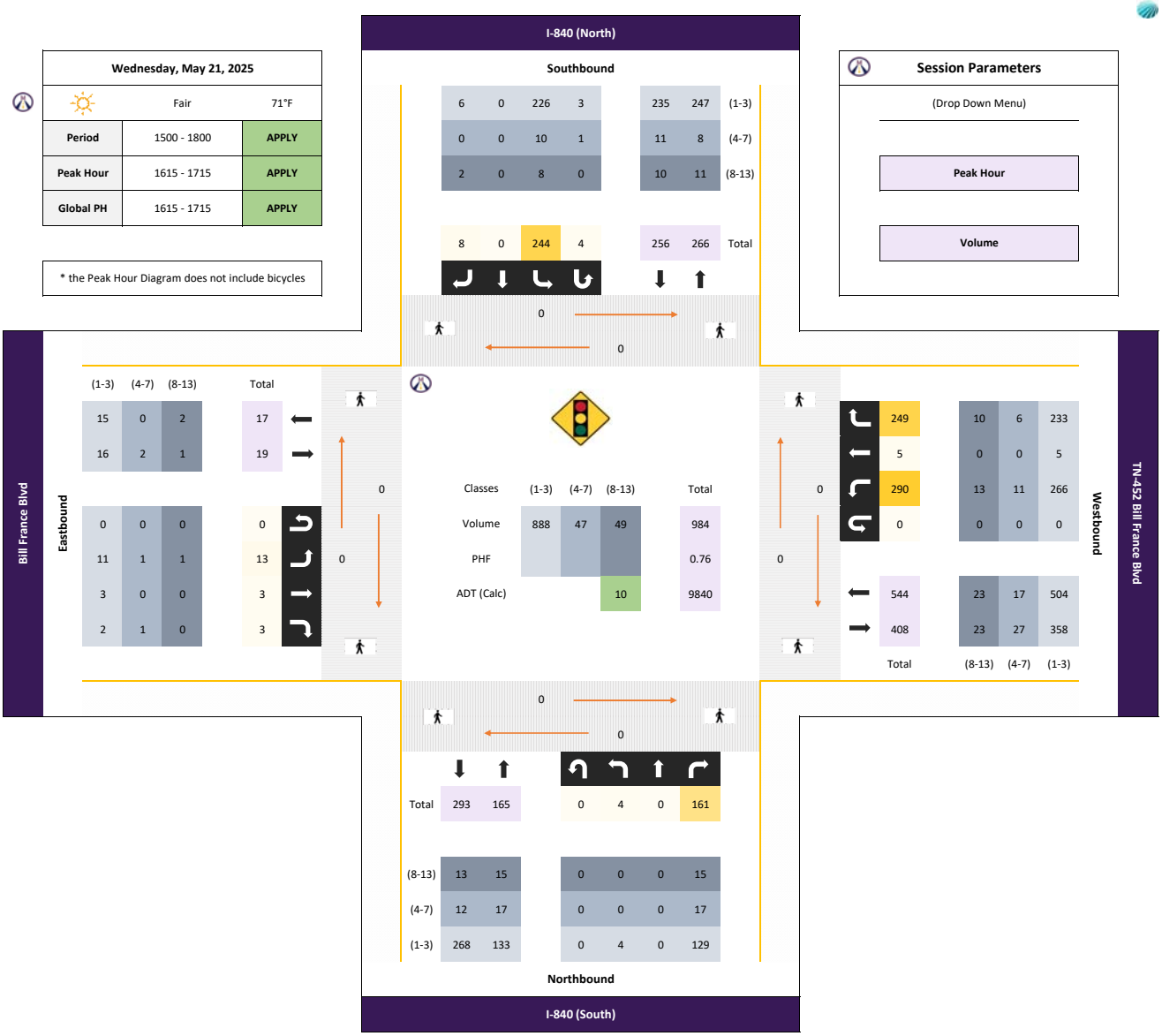
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
1615 - 1630	1	0	33	-	0	34	66	0	1	-	2	69	1	0	2	-	0	3	51	2	41	-	0	94	200
1630 - 1645	1	0	51	-	0	52	63	0	1	-	2	66	3	1	1	-	0	5	121	1	83	-	0	205	328
1645 - 1700	0	0	47	-	0	47	58	0	2	-	0	60	3	1	0	-	0	4	64	2	54	-	0	120	231
1700 - 1715	2	0	30	-	0	32	57	0	4	-	0	61	6	1	0	-	0	7	58	0	74	-	0	132	232
Total	4	0	161	0	0	165	244	0	8	0	4	256	13	3	3	0	0	19	294	5	252	0	0	551	991
Approach %	2.42	0.00	97.58	0.00	0.00	-	95.31	0.00	3.13	0.00	1.56	-	68.42	15.79	15.79	0.00	0.00	-	53.36	0.91	45.74	0.00	0.00	-	
PHF	0.50	0.00	0.79	0.00	0.00	**0.79**	0.92	0.00	0.50	0.00	0.50	**0.93**	0.54	0.75	0.38	0.00	0.00	**0.68**	0.61	0.63	0.76	0.00	0.00	**0.67**	**0.76**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
1615 - 1630	1	0	29	-	0	30	59	0	1	-	1	61	1	0	1	-	0	2	44	2	37	-	0	83	176
1630 - 1645	1	0	41	-	0	42	58	0	1	-	2	61	3	1	1	-	0	5	112	1	75	-	0	188	296
1645 - 1700	0	0	40	-	0	40	56	0	1	-	0	57	3	1	0	-	0	4	60	2	52	-	0	114	215
1700 - 1715	2	0	19	-	0	21	53	0	3	-	0	56	4	1	0	-	0	5	50	0	69	-	0	119	201
Total	4	0	129	0	0	133	226	0	6	0	3	235	11	3	2	0	0	16	266	5	233	0	0	504	888
Approach %	3.01	0.00	96.99	0.00	0.00	-	96.17	0.00	2.55	0.00	1.28	-	68.75	18.75	12.50	0.00	0.00	-	52.78	0.99	46.23	0.00	0.00	-	
PHF	0.50	0.00	0.79	0.00	0.00	**0.79**	0.96	0.00	0.50	0.00	0.38	**0.96**	0.69	0.75	0.50	0.00	0.00	**0.80**	0.59	0.63	0.78	0.00	0.00	**0.67**	**0.75**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
1615 - 1630	0	0	3	-	0	3	4	0	0	-	1	5	0	0	1	-	0	1	4	0	2	-	0	6	15
1630 - 1645	0	0	5	-	0	5	4	0	0	-	0	4	0	0	0	-	0	0	4	0	3	-	0	7	16
1645 - 1700	0	0	4	-	0	4	1	0	0	-	0	1	0	0	0	-	0	0	0	0	1	-	0	1	6
1700 - 1715	0	0	5	-	0	5	1	0	0	-	0	1	1	0	0	-	0	1	3	0	0	-	0	3	10
Total	0	0	17	0	0	17	10	0	0	0	1	11	1	0	1	0	0	2	11	0	6	0	0	17	47
Approach %	0.00	0.00	100.00	0.00	0.00	-	90.91	0.00	0.00	0.00	9.09	-	50.00	0.00	50.00	0.00	0.00	-	64.71	0.00	35.29	0.00	0.00	-	
PHF	0.00	0.00	0.85	0.00	0.00	**0.85**	0.63	0.00	0.00	0.00	0.25	**0.55**	0.25	0.00	0.25	0.00	0.00	**0.50**	0.69	0.00	0.50	0.00	0.00	**0.61**	**0.73**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
1615 - 1630	0	0	1	-	0	1	3	0	0	-	0	3	0	0	0	-	0	0	3	0	2	-	0	5	9
1630 - 1645	0	0	5	-	0	5	1	0	0	-	0	1	0	0	0	-	0	0	5	0	5	-	0	10	16
1645 - 1700	0	0	3	-	0	3	1	0	1	-	0	2	0	0	0	-	0	0	0	0	1	-	0	1	6
1700 - 1715	0	0	6	-	0	6	3	0	1	-	0	4	1	0	0	-	0	1	5	0	2	-	0	7	18
Total	0	0	15	0	0	15	8	0	2	0	0	10	1	0	0	0	0	1	13	0	10	0	0	23	49
Approach %	0.00	0.00	100.00	0.00	0.00	-	80.00	0.00	20.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	56.52	0.00	43.48	0.00	0.00	-	
PHF	0.00	0.00	0.63	0.00	0.00	**0.63**	0.67	0.00	0.50	0.00	0.00	**0.63**	0.25	0.00	0.00	0.00	0.00	**0.25**	0.65	0.00	0.50	0.00	0.00	**0.58**	**0.68**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	I-840 (South)						I-840 (North)						Bill France Blvd						TN-452 Bill France Blvd						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	6.1	6.2	6.3		6.4	Total	6.5	6.6	6.7		6.8	Total	6.9	6.10	6.11		6.12	Total	6.13	6.14	6.15		6.16	Total	Total
1615 - 1630	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1630 - 1645	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1645 - 1700	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	4	0	0	-	0	4	4
1700 - 1715	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	3	-	0	3	3
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	3	0	0	7	7
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	57.14	0.00	42.86	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.25	0.00	0.25	0.00	0.00	**0.44**	**0.44**

Start Date: 5/21/2025	Bill France Blvd Eastbound			TN-452 Bill France Blvd Westbound			I-840 (South) Northbound			I-840 (North) Southbound			
Time	**EBL**	**EBT**	**EBR**	**WBL**	**WBT**	**WBR**	**NBL**	**NBT**	**NBR**	**SBL**	**SBT**	**SBR**	**Total**
15 Minute Totals													
12:00 AM - 12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 AM - 12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 AM - 12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 AM - 01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 AM - 01:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 AM - 01:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 AM - 01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 AM - 02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM - 02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 AM - 02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 AM - 02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 AM - 03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM - 03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 AM - 03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 AM - 03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 AM - 04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM - 04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 AM - 04:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 AM - 04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 AM - 05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM - 05:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 AM - 05:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 AM - 05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 AM - 06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM - 06:15 AM	1	2	0	55	0	79	1	0	39	41	0	3	221
06:15 AM - 06:30 AM	0	1	0	46	1	92	0	0	55	55	1	2	253
06:30 AM - 06:45 AM	2	0	0	47	2	91	0	0	61	66	0	3	272
06:45 AM - 07:00 AM	1	0	0	53	0	78	0	0	63	70	0	1	266
07:00 AM - 07:15 AM	0	0	1	59	0	54	0	0	36	47	1	0	198
07:15 AM - 07:30 AM	0	0	0	52	0	74	0	0	43	44	0	1	214
07:30 AM - 07:45 AM	0	0	1	68	1	62	0	0	66	75	0	1	274
07:45 AM - 08:00 AM	1	0	0	33	0	57	1	0	49	61	0	0	202
08:00 AM - 08:15 AM	0	0	0	25	0	56	1	0	26	38	1	0	147
08:15 AM - 08:30 AM	1	0	3	24	0	41	0	1	25	30	0	2	127
08:30 AM - 08:45 AM	2	1	1	25	0	32	0	0	30	52	0	2	145
08:45 AM - 09:00 AM	2	0	1	36	0	33	1	2	34	46	0	0	155
09:00 AM - 09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM - 09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM - 09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM - 10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM - 10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM - 10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM - 10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM - 11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM - 11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM - 11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM - 11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM - 12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM - 12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM - 12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM - 12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM - 01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM - 01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM - 01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM - 01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM - 02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM - 02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 PM - 02:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM - 02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 PM - 03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM - 03:15 PM	1	2	1	58	1	55	0	0	57	56	0	0	231
03:15 PM - 03:30 PM	1	1	1	40	0	48	3	0	46	52	0	1	193
03:30 PM - 03:45 PM	0	1	4	78	0	63	3	0	42	66	0	2	259
03:45 PM - 04:00 PM	0	1	1	60	0	60	0	0	40	51	2	0	215
04:00 PM - 04:15 PM	0	0	1	49	1	43	0	0	36	62	0	2	194
04:15 PM - 04:30 PM	1	0	2	51	2	41	1	0	33	66	0	1	198
04:30 PM - 04:45 PM	3	1	1	121	1	83	1	0	51	63	0	1	326
04:45 PM - 05:00 PM	3	1	0	64	2	54	0	0	47	58	0	2	231
05:00 PM - 05:15 PM	6	1	0	58	0	74	2	0	30	57	0	4	232
05:15 PM - 05:30 PM	1	1	0	34	0	37	0	0	51	60	0	1	185
05:30 PM - 05:45 PM	1	0	1	58	2	68	2	0	47	67	0	0	246
05:45 PM - 06:00 PM	1	1	0	53	0	40	1	0	53	61	1	0	211
06:00 PM - 06:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 PM - 06:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 PM - 06:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 PM - 07:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 PM - 07:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 PM - 07:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 PM - 07:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 PM - 08:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00 PM - 08:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15 PM - 08:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30 PM - 08:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45 PM - 09:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00 PM - 09:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 PM - 09:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 PM - 09:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 PM - 10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM - 10:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 PM - 10:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 PM - 10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 PM - 11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM - 11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM - 11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM - 11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM - 12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0

Peak Hour Turning Movement Count

Rutherford & Wilson County, TN (Refilm Needed)

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All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	1.1	1.2	1.3		1.4	Total	1.5	1.6	1.7		1.8	Total	1.9	1.10	1.11		1.12	Total	1.13	1.14	1.15		1.16	Total	Total
0600 - 0615	7	2	2	-	0	11	3	0	3	-	0	6	12	105	3	-	0	120	0	112	3	-	0	115	252
0615 - 0630	19	1	2	-	0	22	0	0	1	-	0	1	8	91	1	-	0	100	1	109	6	-	0	116	239
0630 - 0645	14	3	4	-	0	21	0	0	3	-	0	3	2	86	1	-	0	89	0	126	7	-	0	133	246
0645 - 0700	19	6	3	-	0	28	1	1	6	-	0	8	6	158	0	-	0	164	0	100	7	-	0	107	307
Total	59	12	11	0	0	82	4	1	13	0	0	18	28	440	5	0	0	473	1	447	23	0	0	471	1044
Approach %	71.95	14.63	13.41	0.00	0.00	-	22.22	5.56	72.22	0.00	0.00	-	5.92	93.02	1.06	0.00	0.00	-	0.21	94.90	4.88	0.00	0.00	-	
PHF	0.78	0.50	0.69	0.00	0.00	**0.73**	0.33	0.25	0.54	0.00	0.00	**0.56**	0.58	0.70	0.42	0.00	0.00	**0.72**	0.25	0.89	0.82	0.00	0.00	**0.89**	**0.85**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	1.1	1.2	1.3		1.4	Total	1.5	1.6	1.7		1.8	Total	1.9	1.10	1.11		1.12	Total	1.13	1.14	1.15		1.16	Total	Total
0600 - 0615	7	2	2	-	0	11	3	0	2	-	0	5	9	93	3	-	0	105	0	103	3	-	0	106	227
0615 - 0630	18	1	1	-	0	20	0	0	1	-	0	1	8	82	1	-	0	91	1	96	6	-	0	103	215
0630 - 0645	14	3	4	-	0	21	0	0	3	-	0	3	2	80	1	-	0	83	0	111	7	-	0	118	225
0645 - 0700	18	6	3	-	0	27	1	1	6	-	0	8	6	148	0	-	0	154	0	87	6	-	0	93	282
Total	57	12	10	0	0	79	4	1	12	0	0	17	25	403	5	0	0	433	1	397	22	0	0	420	949
Approach %	72.15	15.19	12.66	0.00	0.00	-	23.53	5.88	70.59	0.00	0.00	-	5.77	93.07	1.15	0.00	0.00	-	0.24	94.52	5.24	0.00	0.00	-	
PHF	0.79	0.50	0.63	0.00	0.00	**0.73**	0.33	0.25	0.50	0.00	0.00	**0.53**	0.69	0.68	0.42	0.00	0.00	**0.70**	0.25	0.89	0.79	0.00	0.00	**0.89**	**0.84**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	1.1	1.2	1.3		1.4	Total	1.5	1.6	1.7		1.8	Total	1.9	1.10	1.11		1.12	Total	1.13	1.14	1.15		1.16	Total	Total
0600 - 0615	0	0	0	-	0	0	0	0	1	-	0	1	3	4	0	-	0	7	0	6	0	-	0	6	14
0615 - 0630	1	0	1	-	0	2	0	0	0	-	0	0	0	3	0	-	0	3	0	10	0	-	0	10	15
0630 - 0645	0	0	0	-	0	0	0	0	0	-	0	0	0	2	0	-	0	2	0	6	0	-	0	6	8
0645 - 0700	1	0	0	-	0	1	0	0	0	-	0	0	0	1	0	-	0	1	0	7	1	-	0	8	10
Total	2	0	1	0	0	3	0	0	1	0	0	1	3	10	0	0	0	13	0	29	1	0	0	30	47
Approach %	66.67	0.00	33.33	0.00	0.00	-	0.00	0.00	100.00	0.00	0.00	-	23.08	76.92	0.00	0.00	0.00	-	0.00	96.67	3.33	0.00	0.00	-	
PHF	0.50	0.00	0.25	0.00	0.00	**0.38**	0.00	0.00	0.25	0.00	0.00	**0.25**	0.25	0.63	0.00	0.00	0.00	**0.46**	0.00	0.73	0.25	0.00	0.00	**0.75**	**0.78**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	1.1	1.2	1.3		1.4	Total	1.5	1.6	1.7		1.8	Total	1.9	1.10	1.11		1.12	Total	1.13	1.14	1.15		1.16	Total	Total
0600 - 0615	0	0	0	-	0	0	0	0	0	-	0	0	0	8	0	-	0	8	0	3	0	-	0	3	11
0615 - 0630	0	0	0	-	0	0	0	0	0	-	0	0	0	6	0	-	0	6	0	3	0	-	0	3	9
0630 - 0645	0	0	0	-	0	0	0	0	0	-	0	0	0	4	0	-	0	4	0	9	0	-	0	9	13
0645 - 0700	0	0	0	-	0	0	0	0	0	-	0	0	0	9	0	-	0	9	0	6	0	-	0	6	15
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	27	0	0	0	27	0	21	0	0	0	21	48
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.75	0.00	0.00	0.00	**0.75**	0.00	0.58	0.00	0.00	0.00	**0.58**	**0.80**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	1.1	1.2	1.3		1.4	Total	1.5	1.6	1.7		1.8	Total	1.9	1.10	1.11		1.12	Total	1.13	1.14	1.15		1.16	Total	Total
0600 - 0615	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0615 - 0630	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0630 - 0645	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0645 - 0700	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Rutherford & Wilson County, TN (Refilm Needed)

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All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1545 - 1600	6	1	2	-	0	9	6	1	6	-	0	13	9	92	9	-	0	110	0	92	9	-	0	101	233
1600 - 1615	1	0	2	-	0	3	3	1	9	-	0	13	6	117	10	-	0	133	1	85	9	-	0	95	244
1615 - 1630	3	1	1	-	0	5	8	3	1	-	0	12	1	77	17	-	0	95	0	96	4	-	0	100	212
1630 - 1645	4	2	1	-	0	7	6	1	6	-	0	13	4	114	13	-	0	131	5	185	9	-	0	199	350
Total	14	4	6	0	0	24	23	6	22	0	0	51	20	400	49	0	0	469	6	458	31	0	0	495	1039
Approach %	58.33	16.67	25.00	0.00	0.00	-	45.10	11.76	43.14	0.00	0.00	-	4.26	85.29	10.45	0.00	0.00	-	1.21	92.53	6.26	0.00	0.00	-	
PHF	0.58	0.50	0.75	0.00	0.00	**0.67**	0.72	0.50	0.61	0.00	0.00	**0.98**	0.56	0.85	0.72	0.00	0.00	**0.88**	0.30	0.62	0.86	0.00	0.00	**0.62**	**0.74**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1545 - 1600	6	1	0	-	0	7	5	1	5	-	0	11	6	79	9	-	0	94	0	83	8	-	0	91	203
1600 - 1615	1	0	2	-	0	3	2	1	8	-	0	11	5	99	10	-	0	114	1	72	8	-	0	81	209
1615 - 1630	3	1	1	-	0	5	7	3	1	-	0	11	1	65	17	-	0	83	0	84	4	-	0	88	187
1630 - 1645	4	2	1	-	0	7	6	1	6	-	0	13	3	100	12	-	0	115	5	176	9	-	0	190	325
Total	14	4	4	0	0	22	20	6	20	0	0	46	15	343	48	0	0	406	6	415	29	0	0	450	924
Approach %	63.64	18.18	18.18	0.00	0.00	-	43.48	13.04	43.48	0.00	0.00	-	3.69	84.48	11.82	0.00	0.00	-	1.33	92.22	6.44	0.00	0.00	-	
PHF	0.58	0.50	0.50	0.00	0.00	**0.79**	0.71	0.50	0.63	0.00	0.00	**0.88**	0.63	0.86	0.71	0.00	0.00	**0.88**	0.30	0.59	0.81	0.00	0.00	**0.59**	**0.71**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1545 - 1600	0	0	2	-	0	2	1	0	1	-	0	2	0	6	0	-	0	6	0	3	1	-	0	4	14
1600 - 1615	0	0	0	-	0	0	1	0	1	-	0	2	1	10	0	-	0	11	0	5	1	-	0	6	19
1615 - 1630	0	0	0	-	0	0	1	0	0	-	0	1	0	6	0	-	0	6	0	6	0	-	0	6	13
1630 - 1645	0	0	0	-	0	0	0	0	0	-	0	0	0	4	1	-	0	5	0	2	0	-	0	2	7
Total	0	0	2	0	0	2	3	0	2	0	0	5	1	26	1	0	0	28	0	16	2	0	0	18	53
Approach %	0.00	0.00	100.00	0.00	0.00	-	60.00	0.00	40.00	0.00	0.00	-	3.57	92.86	3.57	0.00	0.00	-	0.00	88.89	11.11	0.00	0.00	-	
PHF	0.00	0.00	0.25	0.00	0.00	**0.25**	0.75	0.00	0.50	0.00	0.00	**0.63**	0.25	0.65	0.25	0.00	0.00	**0.64**	0.00	0.67	0.50	0.00	0.00	**0.75**	**0.70**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1545 - 1600	0	0	0	-	0	0	0	0	0	-	0	0	3	7	0	-	0	10	0	6	0	-	0	6	16
1600 - 1615	0	0	0	-	0	0	0	0	0	-	0	0	0	8	0	-	0	8	0	8	0	-	0	8	16
1615 - 1630	0	0	0	-	0	0	0	0	0	-	0	0	0	6	0	-	0	6	0	6	0	-	0	6	12
1630 - 1645	0	0	0	-	0	0	0	0	0	-	0	0	1	10	0	-	0	11	0	7	0	-	0	7	18
Total	0	0	0	0	0	0	0	0	0	0	0	0	4	31	0	0	0	35	0	27	0	0	0	27	62
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	11.43	88.57	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.33	0.78	0.00	0.00	0.00	**0.80**	0.00	0.84	0.00	0.00	0.00	**0.84**	**0.86**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	Mona Rd						McCrary Rd						TN-452 Bill France Blvd (West)						TN-452 Bill France Blvd (East)						
Time	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	Int Total
1545 - 1600	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1600 - 1615	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1615 - 1630	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1630 - 1645	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Start Date: 5/8/2025	TN-452 Bill France Blvd (West) Eastbound			TN-452 Bill France Blvd (East) Westbound			Mona Rd Northbound			McCrary Rd Southbound			
Time	**EBL**	**EBT**	**EBR**	**WBL**	**WBT**	**WBR**	**NBL**	**NBT**	**NBR**	**SBL**	**SBT**	**SBR**	**Total**
15 Minute Totals													
12:00 AM - 12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 AM - 12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 AM - 12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 AM - 01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 AM - 01:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 AM - 01:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 AM - 01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 AM - 02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM - 02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 AM - 02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 AM - 02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 AM - 03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM - 03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 AM - 03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 AM - 03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 AM - 04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM - 04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 AM - 04:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 AM - 04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 AM - 05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM - 05:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 AM - 05:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 AM - 05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 AM - 06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM - 06:15 AM	12	105	3	0	112	3	7	2	2	3	0	3	252
06:15 AM - 06:30 AM	8	91	1	1	109	6	19	1	2	0	0	1	239
06:30 AM - 06:45 AM	2	86	1	0	126	7	14	3	4	0	0	3	246
06:45 AM - 07:00 AM	6	158	0	0	100	7	19	6	3	1	1	6	307
07:00 AM - 07:15 AM	11	60	2	2	118	10	20	1	3	6	0	1	234
07:15 AM - 07:30 AM	9	66	3	1	94	4	22	5	1	4	0	5	214
07:30 AM - 07:45 AM	14	102	1	1	101	7	25	3	3	2	0	3	262
07:45 AM - 08:00 AM	18	99	0	0	83	5	15	2	3	4	0	2	231
08:00 AM - 08:15 AM	22	81	0	1	54	6	6	1	1	3	0	2	177
08:15 AM - 08:30 AM	25	57	6	0	64	9	6	1	0	6	0	3	177
08:30 AM - 08:45 AM	20	60	2	1	45	3	5	0	1	2	1	1	141
08:45 AM - 09:00 AM	25	64	2	0	39	6	4	2	0	5	0	0	147
09:00 AM - 09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM - 09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM - 09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM - 10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM - 10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM - 10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM - 10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM - 11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM - 11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM - 11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM - 11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM - 12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM - 12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM - 12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM - 12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM - 01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM - 01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM - 01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM - 01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM - 02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM - 02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 PM - 02:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM - 02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 PM - 03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM - 03:15 PM	3	86	4	1	112	7	8	2	1	4	1	32	261
03:15 PM - 03:30 PM	2	103	8	0	78	5	8	1	1	10	3	15	234
03:30 PM - 03:45 PM	10	83	11	0	151	6	5	0	1	4	2	13	286
03:45 PM - 04:00 PM	9	92	9	0	92	9	6	1	2	6	1	6	233
04:00 PM - 04:15 PM	6	117	10	1	85	9	1	0	2	3	1	9	244
04:15 PM - 04:30 PM	1	77	17	0	96	4	3	1	1	8	3	1	212
04:30 PM - 04:45 PM	4	114	13	5	185	9	4	2	1	6	1	6	350
04:45 PM - 05:00 PM	2	96	22	0	80	3	2	1	1	10	2	4	223
05:00 PM - 05:15 PM	5	113	12	3	71	3	4	1	3	6	1	8	230
05:15 PM - 05:30 PM	2	112	9	1	54	1	1	1	0	7	5	7	200
05:30 PM - 05:45 PM	6	99	6	3	112	4	6	0	0	1	1	4	242
05:45 PM - 06:00 PM	1	103	5	1	79	4	0	0	0	4	2	1	200
06:00 PM - 06:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 PM - 06:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 PM - 06:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 PM - 07:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 PM - 07:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 PM - 07:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 PM - 07:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 PM - 08:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00 PM - 08:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15 PM - 08:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30 PM - 08:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45 PM - 09:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00 PM - 09:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 PM - 09:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 PM - 09:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 PM - 10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM - 10:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 PM - 10:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 PM - 10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 PM - 11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM - 11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM - 11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM - 11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM - 12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0

Peak Hour Turning Movement Count

Rutherford & Wilson County, TN (Refilm Needed)

Click here for Map

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Thursday, May 8, 2025		
	Cloudy	68°F
Period	0600 - 0900	APPLY
Peak Hour	0615 - 0715	APPLY
Global PH	0600 - 0700	APPLY

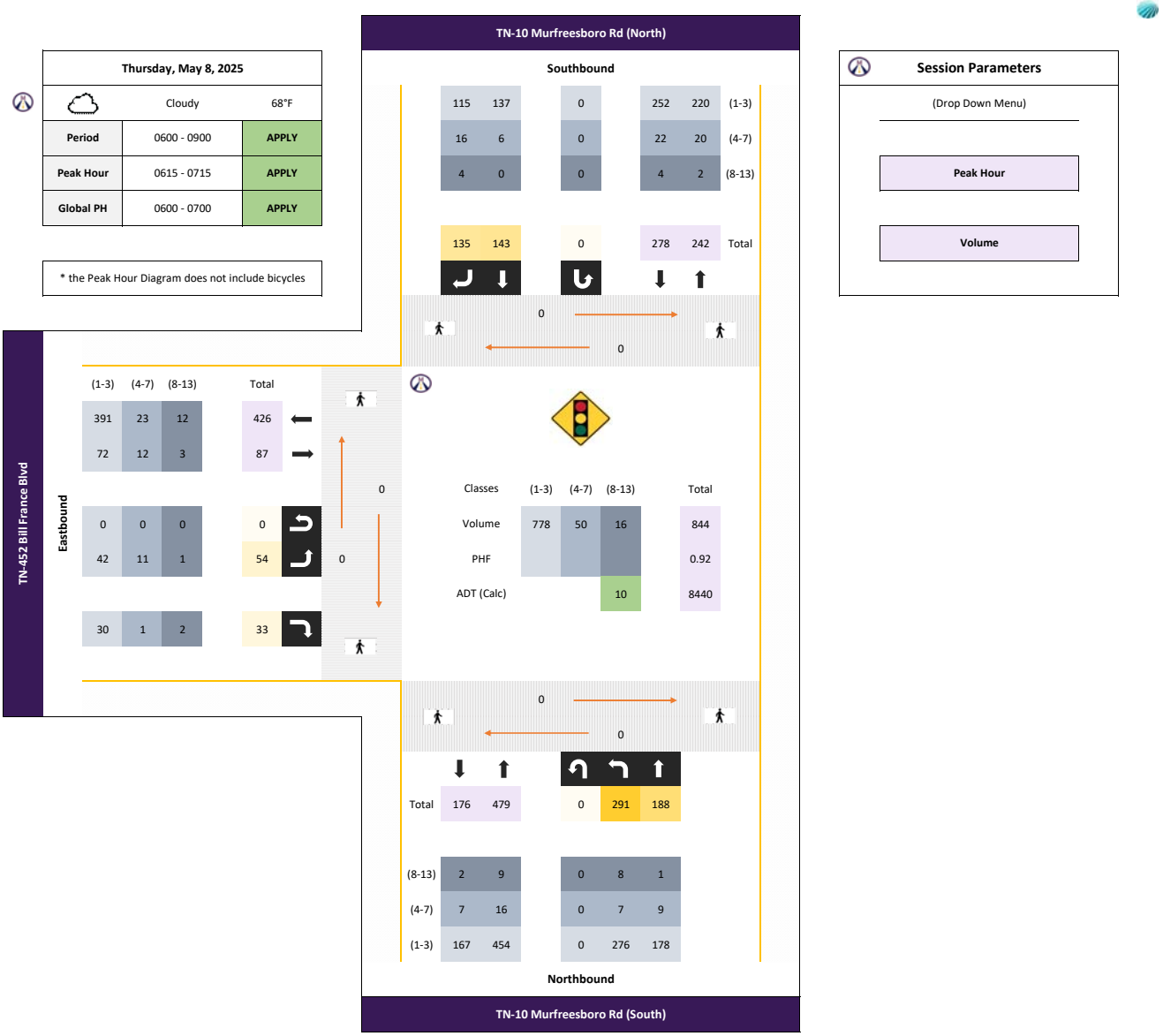
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
0615 - 0630	74	36	-	-	0	110	-	32	41	-	0	73	12	-	8	-	0	20	-	-	-	-	-	0	203
0630 - 0645	73	50	-	-	0	123	-	50	36	-	0	86	11	-	10	-	0	21	-	-	-	-	-	0	230
0645 - 0700	76	47	-	-	0	123	-	42	39	-	0	81	11	-	11	-	0	22	-	-	-	-	-	0	226
0700 - 0715	68	55	-	-	0	123	-	19	19	-	0	38	20	-	4	-	0	24	-	-	-	-	-	0	185
Total	291	188	0	0	0	479	0	143	135	0	0	278	54	0	33	0	0	87	0	0	0	0	0	0	844
Approach %	60.75	39.25	0.00	0.00	0.00	-	0.00	51.44	48.56	0.00	0.00	-	62.07	0.00	37.93	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.96	0.85	0.00	0.00	0.00	**0.97**	0.00	0.72	0.82	0.00	0.00	**0.81**	0.68	0.00	0.75	0.00	0.00	**0.91**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.92**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
0615 - 0630	72	32	-	-	0	104	-	30	36	-	0	66	10	-	8	-	0	18	-	-	-	-	-	0	188
0630 - 0645	70	48	-	-	0	118	-	50	30	-	0	80	10	-	10	-	0	20	-	-	-	-	-	0	218
0645 - 0700	73	46	-	-	0	119	-	39	30	-	0	69	8	-	9	-	0	17	-	-	-	-	-	0	205
0700 - 0715	61	52	-	-	0	113	-	18	19	-	0	37	14	-	3	-	0	17	-	-	-	-	-	0	167
Total	276	178	0	0	0	454	0	137	115	0	0	252	42	0	30	0	0	72	0	0	0	0	0	0	778
Approach %	60.79	39.21	0.00	0.00	0.00	-	0.00	54.37	45.63	0.00	0.00	-	58.33	0.00	41.67	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.95	0.86	0.00	0.00	0.00	**0.95**	0.00	0.69	0.80	0.00	0.00	**0.79**	0.75	0.00	0.75	0.00	0.00	**0.90**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.89**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
0615 - 0630	1	4	-	-	0	5	-	2	5	-	0	7	1	-	0	-	0	1	-	-	-	-	-	0	13
0630 - 0645	1	2	-	-	0	3	-	0	3	-	0	3	1	-	0	-	0	1	-	-	-	-	-	0	7
0645 - 0700	1	1	-	-	0	2	-	3	8	-	0	11	3	-	1	-	0	4	-	-	-	-	-	0	17
0700 - 0715	4	2	-	-	0	6	-	1	0	-	0	1	6	-	0	-	0	6	-	-	-	-	-	0	13
Total	7	9	0	0	0	16	0	6	16	0	0	22	11	0	1	0	0	12	0	0	0	0	0	0	50
Approach %	43.75	56.25	0.00	0.00	0.00	-	0.00	27.27	72.73	0.00	0.00	-	91.67	0.00	8.33	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.44	0.56	0.00	0.00	0.00	**0.67**	0.00	0.50	0.50	0.00	0.00	**0.50**	0.46	0.00	0.25	0.00	0.00	**0.50**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.74**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
0615 - 0630	1	0	-	-	0	1	-	0	0	-	0	0	1	-	0	-	0	1	-	-	-	-	-	0	2
0630 - 0645	2	0	-	-	0	2	-	0	3	-	0	3	0	-	0	-	0	0	-	-	-	-	-	0	5
0645 - 0700	2	0	-	-	0	2	-	0	1	-	0	1	0	-	1	-	0	1	-	-	-	-	-	0	4
0700 - 0715	3	1	-	-	0	4	-	0	0	-	0	0	0	-	1	-	0	1	-	-	-	-	-	0	5
Total	8	1	0	0	0	9	0	0	4	0	0	4	1	0	2	0	0	3	0	0	0	0	0	0	16
Approach %	88.89	11.11	0.00	0.00	0.00	-	0.00	0.00	100.00	0.00	0.00	-	33.33	0.00	66.67	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.67	0.25	0.00	0.00	0.00	**0.56**	0.00	0.00	0.33	0.00	0.00	**0.33**	0.25	0.00	0.50	0.00	0.00	**0.75**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.80**

Bicycles

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
0615 - 0630	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
0630 - 0645	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
0645 - 0700	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
0700 - 0715	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Rutherford & Wilson County, TN (Refilm Needed)

Click here for Map

Marr Traffic DATA COLLECTION

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Thursday, May 8, 2025		
	Cloudy	68°F
Period	1500 - 1800	APPLY
Peak Hour	1630 - 1730	APPLY
Global PH	1600 - 1700	APPLY

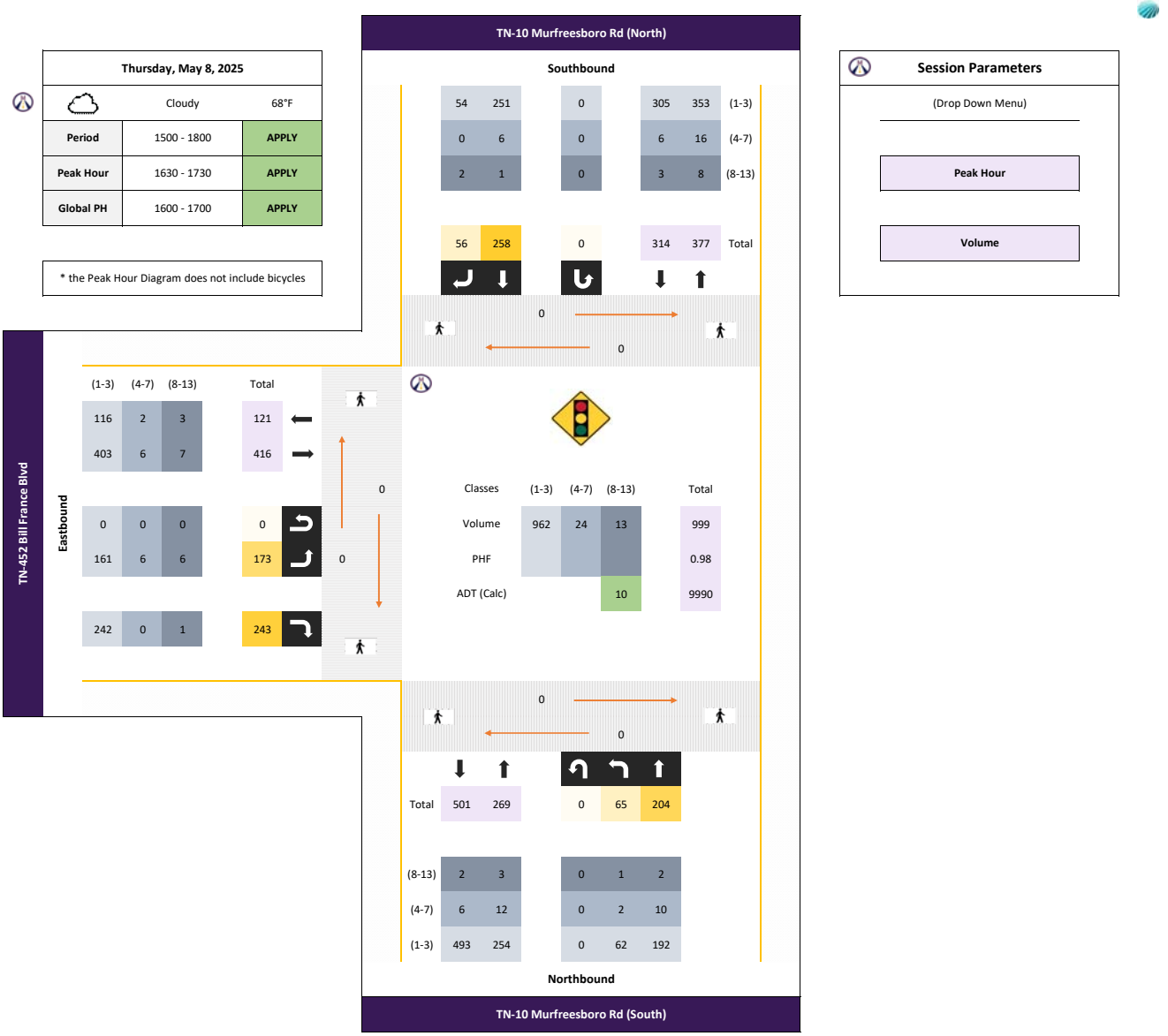
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
1630 - 1645	20	55	-	-	0	75	-	52	13	-	0	65	49	-	66	-	0	115	-	-	-	-	-	0	255
1645 - 1700	14	52	-	-	0	66	-	62	13	-	0	75	42	-	63	-	0	105	-	-	-	-	-	0	246
1700 - 1715	14	46	-	-	0	60	-	75	15	-	0	90	39	-	57	-	0	96	-	-	-	-	-	0	246
1715 - 1730	17	51	-	-	0	68	-	69	15	-	0	84	43	-	57	-	0	100	-	-	-	-	-	0	252
Total	65	204	0	0	0	269	0	258	56	0	0	314	173	0	243	0	0	416	0	0	0	0	0	0	999
Approach %	24.16	75.84	0.00	0.00	0.00	-	0.00	82.17	17.83	0.00	0.00	-	41.59	0.00	58.41	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.81	0.93	0.00	0.00	0.00	**0.90**	0.00	0.86	0.93	0.00	0.00	**0.87**	0.88	0.00	0.92	0.00	0.00	**0.90**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.98**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
1630 - 1645	20	52	-	-	0	72	-	50	13	-	0	63	43	-	65	-	0	108	-	-	-	-	-	0	243
1645 - 1700	13	49	-	-	0	62	-	60	13	-	0	73	40	-	63	-	0	103	-	-	-	-	-	0	238
1700 - 1715	12	43	-	-	0	55	-	74	15	-	0	89	37	-	57	-	0	94	-	-	-	-	-	0	238
1715 - 1730	17	48	-	-	0	65	-	67	13	-	0	80	41	-	57	-	0	98	-	-	-	-	-	0	243
Total	62	192	0	0	0	254	0	251	54	0	0	305	161	0	242	0	0	403	0	0	0	0	0	0	962
Approach %	24.41	75.59	0.00	0.00	0.00	-	0.00	82.30	17.70	0.00	0.00	-	39.95	0.00	60.05	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.78	0.92	0.00	0.00	0.00	**0.88**	0.00	0.85	0.90	0.00	0.00	**0.86**	0.94	0.00	0.93	0.00	0.00	**0.93**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.99**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
1630 - 1645	0	3	-	-	0	3	-	2	0	-	0	2	3	-	0	-	0	3	-	-	-	-	-	0	8
1645 - 1700	0	2	-	-	0	2	-	2	0	-	0	2	2	-	0	-	0	2	-	-	-	-	-	0	6
1700 - 1715	2	3	-	-	0	5	-	1	0	-	0	1	1	-	0	-	0	1	-	-	-	-	-	0	7
1715 - 1730	0	2	-	-	0	2	-	1	0	-	0	1	0	-	0	-	0	0	-	-	-	-	-	0	3
Total	2	10	0	0	0	12	0	6	0	0	0	6	6	0	0	0	0	6	0	0	0	0	0	0	24
Approach %	16.67	83.33	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.25	0.83	0.00	0.00	0.00	**0.60**	0.00	0.75	0.00	0.00	0.00	**0.75**	0.50	0.00	0.00	0.00	0.00	**0.50**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.75**

Combination Trucks (8-13)

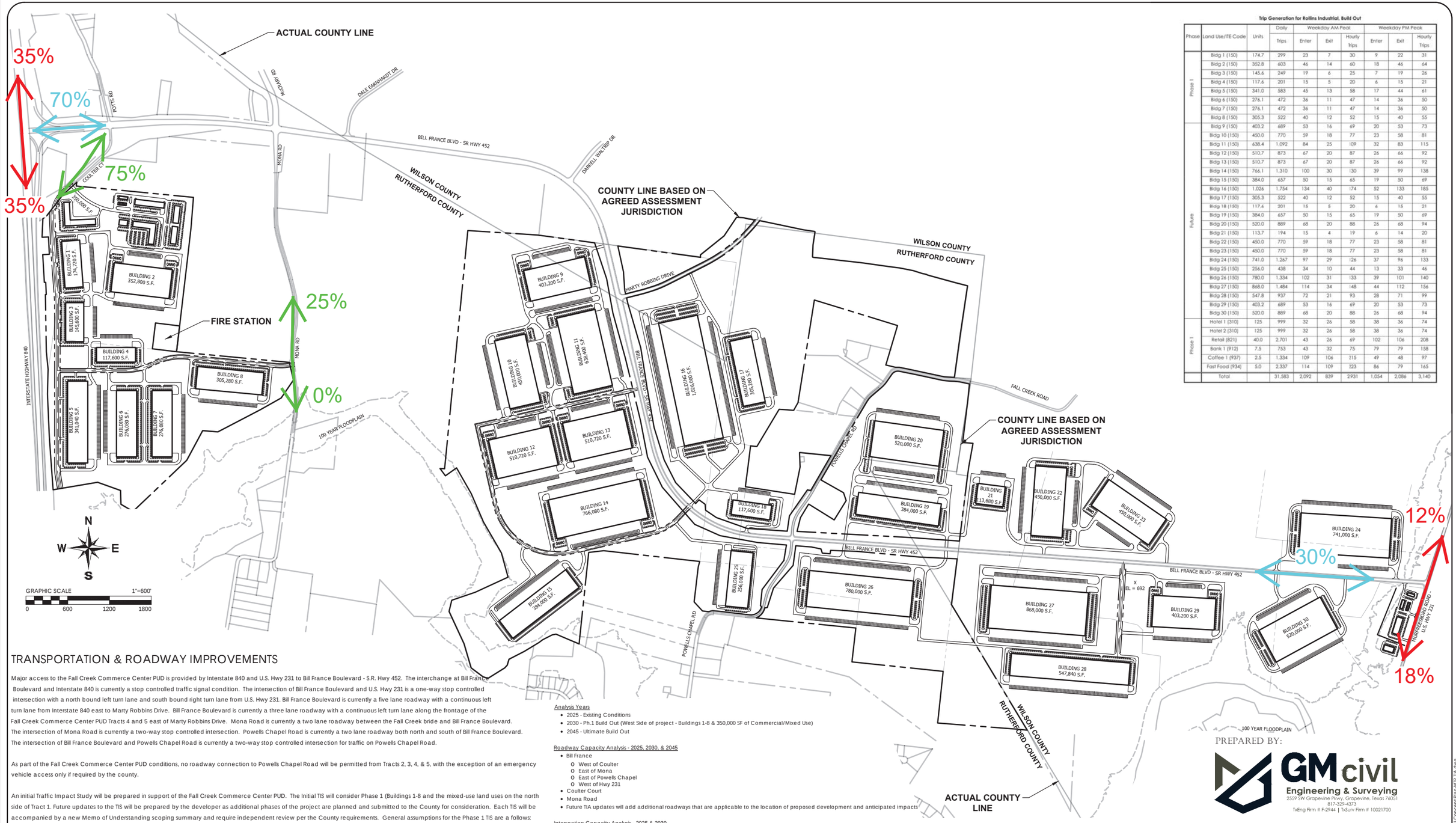
	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
1630 - 1645	0	0	-	-	0	0	-	0	0	-	0	0	3	-	1	-	0	4	-	-	-	-	-	0	4
1645 - 1700	1	1	-	-	0	2	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	2
1700 - 1715	0	0	-	-	0	0	-	0	0	-	0	0	1	-	0	-	0	1	-	-	-	-	-	0	1
1715 - 1730	0	1	-	-	0	1	-	1	2	-	0	3	2	-	0	-	0	2	-	-	-	-	-	0	6
Total	1	2	0	0	0	3	0	1	2	0	0	3	6	0	1	0	0	7	0	0	0	0	0	0	13
Approach %	33.33	66.67	0.00	0.00	0.00	-	0.00	33.33	66.67	0.00	0.00	-	85.71	0.00	14.29	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.25	0.50	0.00	0.00	0.00	**0.38**	0.00	0.25	0.25	0.00	0.00	**0.25**	0.50	0.00	0.25	0.00	0.00	**0.44**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.54**

Bicycles

	Northbound						Southbound						Eastbound												
	TN-10 Murfreesboro Rd (South)						TN-10 Murfreesboro Rd (North)						TN-452 Bill France Blvd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	5.1	5.2			5.3	Total		5.4	5.5		5.6	Total	5.7		5.8		5.9	Total						Total	Total
1630 - 1645	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
1645 - 1700	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
1700 - 1715	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
1715 - 1730	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Start Date: 5/8/2025	TN-452 Bill France Blvd Eastbound			Westbound			TN-10 Murfreesboro Rd (South) Northbound			TN-10 Murfreesboro Rd (North) Southbound			
Time	**EBL**	**EBT**	**EBR**	**WBL**	**WBT**	**WBR**	**NBL**	**NBT**	**NBR**	**SBL**	**SBT**	**SBR**	**Total**
15 Minute Totals													
12:00 AM - 12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 AM - 12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 AM - 12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 AM - 01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 AM - 01:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 AM - 01:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 AM - 01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 AM - 02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM - 02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 AM - 02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 AM - 02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 AM - 03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM - 03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 AM - 03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 AM - 03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 AM - 04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM - 04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 AM - 04:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 AM - 04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 AM - 05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM - 05:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 AM - 05:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 AM - 05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 AM - 06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM - 06:15 AM	6	0	15	0	0	0	40	35	0	0	27	35	158
06:15 AM - 06:30 AM	12	0	8	0	0	0	74	36	0	0	32	41	203
06:30 AM - 06:45 AM	11	0	10	0	0	0	73	50	0	0	50	36	230
06:45 AM - 07:00 AM	11	0	11	0	0	0	76	47	0	0	42	39	226
07:00 AM - 07:15 AM	20	0	4	0	0	0	68	55	0	0	19	19	185
07:15 AM - 07:30 AM	12	0	9	0	0	0	56	55	0	0	17	34	183
07:30 AM - 07:45 AM	18	0	11	0	0	0	40	46	0	0	12	28	155
07:45 AM - 08:00 AM	22	0	11	0	0	0	46	50	0	0	24	33	186
08:00 AM - 08:15 AM	13	0	7	0	0	0	30	37	0	0	31	20	138
08:15 AM - 08:30 AM	9	0	9	0	0	0	24	37	0	0	38	18	135
08:30 AM - 08:45 AM	10	0	11	0	0	0	13	22	0	0	21	17	94
08:45 AM - 09:00 AM	17	0	6	0	0	0	16	37	0	0	35	15	126
09:00 AM - 09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM - 09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM - 09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM - 10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM - 10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM - 10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM - 10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM - 11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM - 11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM - 11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM - 11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM - 12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM - 12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM - 12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM - 12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM - 01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM - 01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM - 01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM - 01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM - 02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM - 02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 PM - 02:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM - 02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 PM - 03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM - 03:15 PM	30	0	40	0	0	0	27	41	0	0	47	9	194
03:15 PM - 03:30 PM	31	0	30	0	0	0	27	49	0	0	53	15	205
03:30 PM - 03:45 PM	43	0	46	0	0	0	14	45	0	0	59	17	224
03:45 PM - 04:00 PM	35	0	46	0	0	0	17	64	0	0	56	23	241
04:00 PM - 04:15 PM	57	0	43	0	0	0	16	63	0	0	55	13	247
04:15 PM - 04:30 PM	50	0	34	0	0	0	14	40	0	0	46	13	197
04:30 PM - 04:45 PM	49	0	66	0	0	0	20	55	0	0	52	13	255
04:45 PM - 05:00 PM	42	0	63	0	0	0	14	52	0	0	62	13	246
05:00 PM - 05:15 PM	39	0	57	0	0	0	14	46	0	0	75	15	246
05:15 PM - 05:30 PM	43	0	57	0	0	0	17	51	0	0	69	15	252
05:30 PM - 05:45 PM	50	0	53	0	0	0	16	44	0	0	47	17	227
05:45 PM - 06:00 PM	31	0	50	0	0	0	23	59	0	0	36	18	217
06:00 PM - 06:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 PM - 06:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 PM - 06:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 PM - 07:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 PM - 07:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 PM - 07:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 PM - 07:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 PM - 08:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00 PM - 08:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15 PM - 08:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30 PM - 08:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45 PM - 09:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00 PM - 09:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 PM - 09:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 PM - 09:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 PM - 10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM - 10:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 PM - 10:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 PM - 10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 PM - 11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM - 11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM - 11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM - 11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM - 12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0

APPENDIX B



Trip Generation for Rollins Industrial, Build Out

Phase	Land Use/ITE Code	Units	Daily	Weekday AM Peak			Weekday PM Peak		
			Trips	Enter	Exit	Hourly Trips	Enter	Exit	Hourly Trips
Phase 1	Bldg 1 (150)	174.7	299	23	7	30	9	22	31
	Bldg 2 (150)	352.8	603	46	14	60	18	46	64
	Bldg 3 (150)	145.6	249	19	6	25	7	19	26
	Bldg 4 (150)	117.6	201	15	5	20	6	15	21
	Bldg 5 (150)	341.0	583	45	13	58	17	44	61
	Bldg 6 (150)	276.1	472	36	11	47	14	36	50
	Bldg 7 (150)	276.1	472	36	11	47	14	36	50
	Bldg 8 (150)	305.3	522	40	12	52	15	40	55
Future	Bldg 9 (150)	403.2	689	53	16	69	20	53	73
	Bldg 10 (150)	450.0	770	59	18	77	23	58	81
	Bldg 11 (150)	638.4	1,092	84	25	109	32	83	115
	Bldg 12 (150)	510.7	873	67	20	87	26	66	92
	Bldg 13 (150)	510.7	873	67	20	87	26	66	92
	Bldg 14 (150)	766.1	1,310	100	30	130	39	99	138
	Bldg 15 (150)	384.0	657	50	15	65	19	50	69
	Bldg 16 (150)	1,026	1,754	134	40	174	52	133	185
	Bldg 17 (150)	305.3	522	40	12	52	15	40	55
	Bldg 18 (150)	117.6	201	15	5	20	6	15	21
	Bldg 19 (150)	384.0	657	50	15	65	19	50	69
	Bldg 20 (150)	520.0	889	68	20	88	26	68	94
	Bldg 21 (150)	113.7	194	15	4	19	6	14	20
	Bldg 22 (150)	450.0	770	59	18	77	23	58	81
	Bldg 23 (150)	450.0	770	59	18	77	23	58	81
	Bldg 24 (150)	741.0	1,267	97	29	126	37	96	133
	Bldg 25 (150)	256.0	438	34	10	44	13	33	46
	Bldg 26 (150)	780.0	1,334	102	31	133	39	101	140
	Bldg 27 (150)	868.0	1,484	114	34	148	44	112	156
	Bldg 28 (150)	547.8	937	72	21	93	28	71	99
	Bldg 29 (150)	403.2	689	53	16	69	20	53	73
	Bldg 30 (150)	520.0	889	68	20	88	26	68	94
Phase 1	Hotel 1 (310)	125	999	32	26	58	38	36	74
	Hotel 2 (310)	125	999	32	26	58	38	36	74
	Retail (821)	40.0	2,701	43	26	69	102	106	208
	Bank 1 (912)	7.5	753	43	32	75	79	79	158
	Coffee 1 (937)	2.5	1,334	109	106	215	49	48	97
	Fast Food (934)	5.0	2,337	114	109	223	86	79	165
	Total		31,583	2,092	839	2931	1,054	2,086	3,140

TRANSPORTATION & ROADWAY IMPROVEMENTS

Major access to the Fall Creek Commerce Center PUD is provided by Interstate 840 and U.S. Hwy 231 to Bill France Boulevard - S.R. Hwy 452. The interchange at Bill France Boulevard and Interstate 840 is currently a stop controlled traffic signal condition. The intersection of Bill France Boulevard and U.S. Hwy 231 is a one-way stop controlled intersection with a north bound left turn lane and south bound right turn lane from U.S. Hwy 231. Bill France Boulevard is currently a five lane roadway with a continuous left turn lane from Interstate 840 east to Marty Robbins Drive. Bill France Boulevard is currently a three lane roadway with a continuous left turn lane along the frontage of the Fall Creek Commerce Center PUD Tracts 4 and 5 east of Marty Robbins Drive. Mona Road is currently a two lane roadway between the Fall Creek bride and Bill France Boulevard. The intersection of Mona Road is currently a two-way stop controlled intersection. Powells Chapel Road is currently a two lane roadway both north and south of Bill France Boulevard. The intersection of Bill France Boulevard and Powells Chapel Road is currently a two-way stop controlled intersection for traffic on Powells Chapel Road.

As part of the Fall Creek Commerce Center PUD conditions, no roadway connection to Powells Chapel Road will be permitted from Tracts 2, 3, 4, & 5, with the exception of an emergency vehicle access only if required by the county.

An initial Traffic Impact Study will be prepared in support of the Fall Creek Commerce Center PUD. The Initial TIS will consider Phase 1 (Buildings 1-8 and the mixed-use land uses on the north side of Tract 1. Future updates to the TIS will be prepared by the developer as additional phases of the project are planned and submitted to the County for consideration. Each TIS will be accompanied by a new Memo of Understanding scoping summary and require independent review per the County requirements. General assumptions for the Phase 1 TIS are a follows:

Trip Generation ITE Land Uses
- 150 (Warehouse) to be used for all warehouses (Buildings 1-30)
- 310 (Hotel), 821 (Retail), 912 (Bank), 934 (Fast Food), & 937 (Coffee Shop) to be used for 350,000 SF of commercial/mixed use area
- In future TIA updates, actual traffic counts from the completed/occupied buildings will replace the ITE estimates

Growth Rate - 1.5% annual growth rate to be applied to existing background traffic to estimate future background traffic

Trip Distribution/Assignment
- 100% of Site Traffic to utilize Bill France
- Distribution 70% west and 30% east on Bill France
- Distribution 35% north and 35% south on I-840
- Distribution 12% north and 18% south on Hwy 231

Analysis Years
- 2025 - Existing Conditions
- 2030 - Ph.1 Build Out (West Side of project - Buildings 1-8 & 350,000 SF of Commercial/Mixed Use)
- 2045 - Ultimate Build Out

Roadway Capacity Analysis - 2025, 2030, & 2045
- Bill France
  - West of Coulter
  - East of Mona
  - East of Powells Chapel
  - West of Hwy 231
- Coulter Court
- Mona Road
- Future TIA updates will add additional roadways that are applicable to the location of proposed development and anticipated impacts

Intersection Capacity Analysis - 2025 & 2030
- I-840/Bill France - Existing Signalized Intersection (Warrant to determine when the current flashing red condition to fully operational signal)
- Bill France/Coulter Court
- Bill France/Mona
- Bill France/Hwy 231
- Future TIA updates will incorporate more intersections that are applicable to the location of proposed development and anticipated impacts

MUTCD Signal Warrant Analysis - 2025, 2030, & 2045
- I-840/Bill France
- Bill France/Coulter Court
- Bill France/Mona
- Bill France/Hwy 231
- Future TIA updates will incorporate more intersections that are applicable to the location of proposed development and anticipated impacts

PREPARED FOR:
HILLWOOD INVESTMENT PROPERTIES
A PEROT COMPANY

PREPARED BY:
GMcivil Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

FALL CREEK COMMERCE CENTER PLANNED UNIT DISTRICT TRANSPORTATION & ROADWAY EXHIBIT

SITUATED IN THE RUTHERFORD COUNTY, TENNESSEE

Date: July 2025

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E:\2024\Hillwood Rollins\PRELIM SHEETS\Exhibits\Concept Plan\MPP 1A.dwg

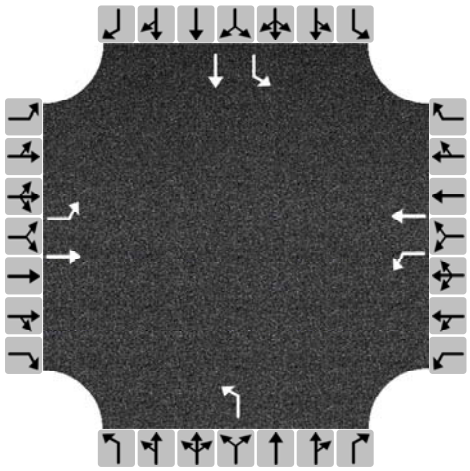
APPENDIX C

HCS All-Way Stop Control Report

General and Site Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Analysis Time Period (hrs)	0.25
Time Analyzed	AM Peak
Project Description	25014
Intersection	Bill France & I-840
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	I-840
Peak Hour Factor	0.93

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	4	3		101	103		1			116	116	
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	4	3		109	111		1			125	125	
Percent Heavy Vehicles	2	2		3	2		2			7	2	
Initial Departure Headway, h_d (s)	3.20	3.20		3.20	3.20		3.20			3.20	3.20	
Initial Degree of Utilization, x	0.004	0.003		0.097	0.098		0.001			0.111	0.111	
Final Departure Headway, h_d (s)	5.96	5.46		5.74	5.22		5.62			5.71	5.13	
Final Degree of Utilization, x	0.007	0.005		0.173	0.161		0.002			0.198	0.178	
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.3	2.3	
Service Time, t_s (s)	3.66	3.16		3.44	2.92		3.62			3.41	2.83	

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	4	3		109	111		1			125	125	
Capacity (veh/h)	604	660		627	689		641			630	702	
95% Queue Length, Q_{95} (veh)	0.0	0.0		0.6	0.6		0.0			0.7	0.6	
95% Queue Length, Q_{95} (ft)	0.0	0.0		15.4	15.2		0.0			18.5	15.2	
Control Delay (s/veh)	8.7	8.2		9.6	8.9		8.6			9.8	8.9	
Level of Service, LOS	A	A		A	A		A			A	A	
Approach Delay (s/veh) | LOS	8.5	A		9.3	A		8.6	A		9.4	A	
Intersection Delay (s/veh) | LOS	9.3						A					

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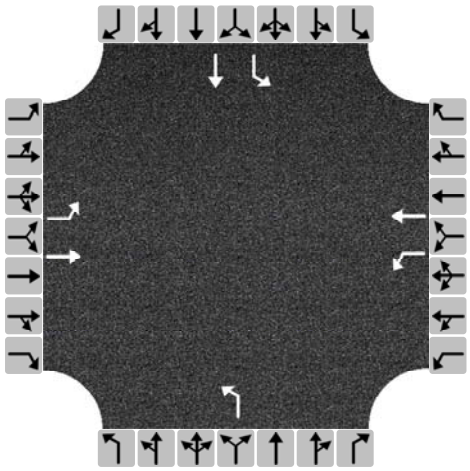
HCS All-Way Stop Control Report

General and Site Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Analysis Time Period (hrs)	0.25
Time Analyzed	PM Peak
Project Description	25014
Intersection	Bill France & I-840
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	I-840
Peak Hour Factor	0.76

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	13	3		145	150		4			122	122	
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	17	4		191	197		5			161	161	
Percent Heavy Vehicles	2	2		4	4		2			4	4	
Initial Departure Headway, h_d (s)	3.20	3.20		3.20	3.20		3.20			3.20	3.20	
Initial Degree of Utilization, x	0.015	0.004		0.170	0.175		0.005			0.143	0.143	
Final Departure Headway, h_d (s)	6.46	5.95		6.03	5.53		6.20			6.15	5.65	
Final Degree of Utilization, x	0.031	0.007		0.320	0.303		0.009			0.274	0.252	
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.3	2.3	
Service Time, t_s (s)	4.16	3.65		3.73	3.23		4.20			3.85	3.35	

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	17	4		191	197		5			161	161	
Capacity (veh/h)	557	605		597	651		581			586	637	
95% Queue Length, Q_{95} (veh)	0.1	0.0		1.4	1.3		0.0			1.1	1.0	
95% Queue Length, Q_{95} (ft)	2.5	0.0		36.1	33.5		0.0			28.4	25.8	
Control Delay (s/veh)	9.4	8.7		11.5	10.6		9.3			11.1	10.2	
Level of Service, LOS	A	A		B	B		A			B	B	
Approach Delay (s/veh) | LOS	9.2	A		11.1	B		9.3	A		10.7	B	
Intersection Delay (s/veh) | LOS	10.8						B					

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HCS Two-Way Stop-Control Report

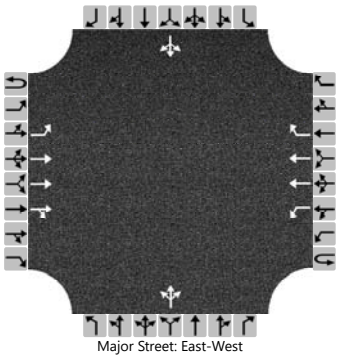
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Time Analyzed	AM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Coulter
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Coulter Court
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	1	2	1		0	1	0		0	1	0
Configuration		L	T	TR		L	T	R			LTR				LTR	
Volume (veh/h)	0	0	473	0	0	0	519	0		0	0	0		0	0	0
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized						No										
Median Type | Storage		Left + Thru								30						

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				5.4	5.5	5.1		5.4	5.5	4.9
Critical Headway (sec)		3.16				4.36				5.46	5.56	5.16		5.46	5.56	4.96
Base Follow-Up Headway (sec)		2.2				3.1				3.8	4.0	3.9		3.8	4.0	3.3
Follow-Up Headway (sec)		2.23				3.13				3.83	4.03	3.93		3.83	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				0					0				0	
Capacity, c (veh/h)		1166				765					0				0	
v/c Ratio		0.00				0.00										
95% Queue Length, Q_{95} (veh)		0.0				0.0										
95% Queue Length, Q_{95} (ft)		0.0				0.0										
Control Delay (s/veh)		8.1				9.7										
Level of Service (LOS)		A				A										
Approach Delay (s/veh)		0.0				0.0										
Approach LOS		A				A										

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HCS Two-Way Stop-Control Report

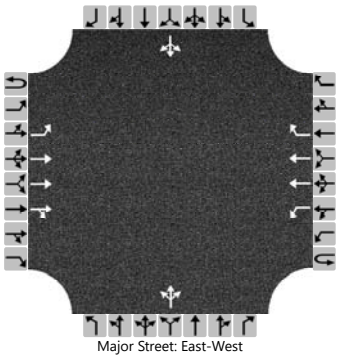
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Time Analyzed	PM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Coulter
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Coulter Court
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	1	2	1		0	1	0		0	1	0
Configuration		L	T	TR		L	T	R			LTR				LTR	
Volume (veh/h)	0	0	469	0	0	0	494	0		0	0	0		0	0	0
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized						No										
Median Type | Storage		Left + Thru								30						

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				5.4	5.5	5.1		5.4	5.5	4.9
Critical Headway (sec)		3.16				4.36				5.46	5.56	5.16		5.46	5.56	4.96
Base Follow-Up Headway (sec)		2.2				3.1				3.8	4.0	3.9		3.8	4.0	3.3
Follow-Up Headway (sec)		2.23				3.13				3.83	4.03	3.93		3.83	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				0					0				0	
Capacity, c (veh/h)		1184				768					0				0	
v/c Ratio		0.00				0.00										
95% Queue Length, Q_{95} (veh)		0.0				0.0										
95% Queue Length, Q_{95} (ft)		0.0				0.0										
Control Delay (s/veh)		8.0				9.7										
Level of Service (LOS)		A				A										
Approach Delay (s/veh)		0.0				0.0										
Approach LOS		A				A										

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HCS Two-Way Stop-Control Report

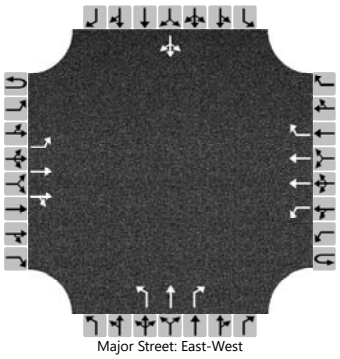
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Time Analyzed	AM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Mona
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Mona Road
Peak Hour Factor	0.85
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	1		1	1	1		0	1	0
Configuration		L	T	TR		L	T	R		L	T	R			LTR	
Volume (veh/h)	0	28	440	5	0	1	447	23		59	12	11		4	1	13
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								30							

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.36				4.46	4.56	4.16		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		33				1				69	14	13			21	
Capacity, c (veh/h)		1173				1003				571	516	900			795	
v/c Ratio		0.03				0.00				0.12	0.03	0.01			0.03	
95% Queue Length, Q_{95} (veh)		0.1				0.0				0.4	0.1	0.0			0.1	
95% Queue Length, Q_{95} (ft)		2.6				0.0				10.2	2.6	0.0			2.6	
Control Delay (s/veh)		8.2				8.6				12.2	12.2	9.1			9.7	
Level of Service (LOS)		A				A				B	B	A			A	
Approach Delay (s/veh)	0.5				0.0				11.8				9.7			
Approach LOS	A				A				B				A			

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HCS Two-Way Stop-Control Report

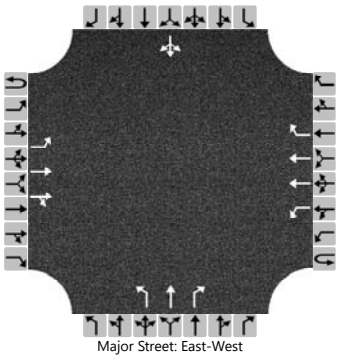
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Time Analyzed	PM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Mona
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Mona Road
Peak Hour Factor	0.74
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	1		1	1	1		0	1	0
Configuration		L	T	TR		L	T	R		L	T	R			LTR	
Volume (veh/h)	0	20	400	49	0	6	458	31		14	4	6		23	6	22
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								30							

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.36				4.46	4.56	4.16		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		27				8				19	5	8			69	
Capacity, c (veh/h)		1101				929				551	461	873			648	
v/c Ratio		0.02				0.01				0.03	0.01	0.01			0.11	
95% Queue Length, Q_{95} (veh)		0.1				0.0				0.1	0.0	0.0			0.4	
95% Queue Length, Q_{95} (ft)		2.6				0.0				2.6	0.0	0.0			10.2	
Control Delay (s/veh)		8.4				8.9				11.8	12.9	9.2			11.2	
Level of Service (LOS)		A				A				B	B	A			B	
Approach Delay (s/veh)	0.4				0.1				11.3				11.2			
Approach LOS	A				A				B				B			

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HCS Two-Way Stop-Control Report

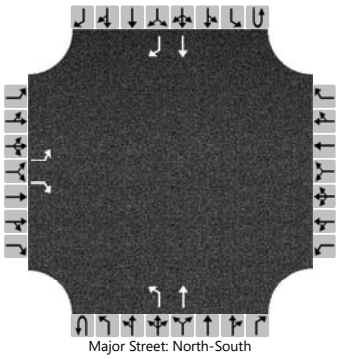
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Time Analyzed	AM Peak
Intersection Orientation	North-South
Project Description	25014

Site Information

Intersection	Bill France Blvd & Hwy 231
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Hwy 231
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		54		33						291	188				143	135
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.4		4.1						4.1						
Critical Headway (sec)		3.73		4.13						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		59		36						316						
Capacity, c (veh/h)		427		972						1253						
v/c Ratio		0.14		0.04						0.25						
95% Queue Length, Q_{95} (veh)		0.5		0.1						1.0						
95% Queue Length, Q_{95} (ft)		12.8		2.6						25.6						
Control Delay (s/veh)		14.8		8.8						8.8						
Level of Service (LOS)		B		A						A						
Approach Delay (s/veh)		12.5								5.4						
Approach LOS		B								A						

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HCS Two-Way Stop-Control Report

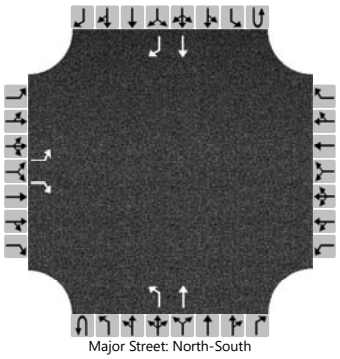
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2025
Time Analyzed	PM Peak
Intersection Orientation	North-South
Project Description	25014

Site Information

Intersection	Bill France Blvd & Hwy 231
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Hwy 231
Peak Hour Factor	0.98
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		173		243						65	204				258	56
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.4		4.1						4.1						
Critical Headway (sec)		3.73		4.13						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		177		248						66						
Capacity, c (veh/h)		684		901						1234						
v/c Ratio		0.26		0.28						0.05						
95% Queue Length, Q_{95} (veh)		1.0		1.1						0.2						
95% Queue Length, Q_{95} (ft)		25.6		28.2						5.1						
Control Delay (s/veh)		12.1		10.5						8.1						
Level of Service (LOS)		B		B						A						
Approach Delay (s/veh)		11.2								2.0						
Approach LOS		B								A						

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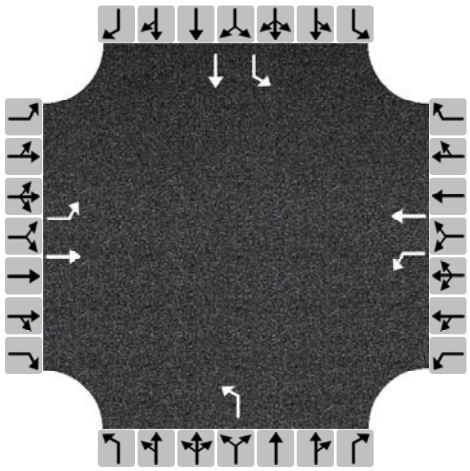
HCS All-Way Stop Control Report

General and Site Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Analysis Time Period (hrs)	0.25
Time Analyzed	AM Peak
Project Description	25014
Intersection	Bill France & I-840
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	I-840
Peak Hour Factor	0.92

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	4	3		179	182		1			236	236	
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	4	3		195	198		1			257	257	
Percent Heavy Vehicles	2	2		5	5		2			5	5	
Initial Departure Headway, h_d (s)	3.20	3.20		3.20	3.20		3.20			3.20	3.20	
Initial Degree of Utilization, x	0.004	0.003		0.173	0.176		0.001			0.228	0.228	
Final Departure Headway, h_d (s)	7.01	6.51		6.51	6.01		6.43			6.21	5.71	
Final Degree of Utilization, x	0.008	0.006		0.352	0.330		0.002			0.442	0.407	
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.3	2.3	
Service Time, t_s (s)	4.71	4.21		4.21	3.71		4.43			3.91	3.41	

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	4	3		195	198		1			257	257	
Capacity (veh/h)	513	553		553	599		559			580	631	
95% Queue Length, Q_{95} (veh)	0.0	0.0		1.6	1.4		0.0			2.3	2.0	
95% Queue Length, Q_{95} (ft)	0.0	0.0		41.6	36.4		0.0			59.8	52.0	
Control Delay (s/veh)	9.8	9.2		12.7	11.6		9.4			13.7	12.3	
Level of Service, LOS	A	A		B	B		A			B	B	
Approach Delay (s/veh) | LOS	9.5	A		12.2	B		9.4	A		13.0	B	
Intersection Delay (s/veh) | LOS	12.6						B					

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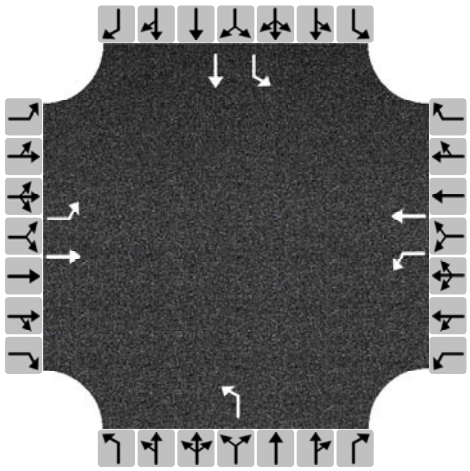
HCS All-Way Stop Control Report

General and Site Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Analysis Time Period (hrs)	0.25
Time Analyzed	PM Peak
Project Description	25014
Intersection	Bill France & I-840
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	I-840
Peak Hour Factor	0.92

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	14	3		269	273		4			218	217	
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	15	3		292	297		4			237	236	
Percent Heavy Vehicles	2	2		5	5		2			5	5	
Initial Departure Headway, h_d (s)	3.20	3.20		3.20	3.20		3.20			3.20	3.20	
Initial Degree of Utilization, x	0.014	0.003		0.260	0.264		0.004			0.211	0.210	
Final Departure Headway, h_d (s)	7.33	6.82		6.55	6.05		6.90			6.73	6.23	
Final Degree of Utilization, x	0.031	0.006		0.532	0.499		0.008			0.443	0.408	
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.3	2.3	
Service Time, t_s (s)	5.03	4.52		4.25	3.75		4.90			4.43	3.93	

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	15	3		292	297		4			237	236	
Capacity (veh/h)	491	528		549	595		521			535	578	
95% Queue Length, Q_{95} (veh)	0.1	0.0		3.1	2.8		0.0			2.2	2.0	
95% Queue Length, Q_{95} (ft)	2.5	0.0		80.6	72.8		0.0			57.2	52.0	
Control Delay (s/veh)	10.3	9.6		16.5	14.6		10.0			14.7	13.2	
Level of Service, LOS	B	A		C	B		A			B	B	
Approach Delay (s/veh) | LOS	10.1	B		15.5	C		10.0	A		13.9	B	
Intersection Delay (s/veh) | LOS	14.7						B					

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HCS Two-Way Stop-Control Report

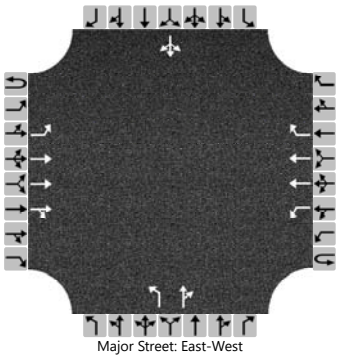
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	AM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Coulter
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Coulter Court
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	1	2	1		1	1	0		0	1	0
Configuration		L	T	TR		L	T	R		L		TR			LTR	
Volume (veh/h)	0	0	621	332	0	142	630	0		212	0	91		0	0	0
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized						No										
Median Type | Storage		Left + Thru								30						

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				3.1				3.8	4.0	3.9		3.8	4.0	3.3
Follow-Up Headway (sec)		2.23				3.15				3.85	4.03	3.95		3.83	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				154				230		99			0	
Capacity, c (veh/h)		1086				490				295		653			0	
v/c Ratio		0.00				0.31				0.78		0.15				
95% Queue Length, Q_{95} (veh)		0.0				1.3				6.1		0.5				
95% Queue Length, Q_{95} (ft)		0.0				33.8				158.6		13.0				
Control Delay (s/veh)		8.3				15.7				49.9		11.5				
Level of Service (LOS)		A				C				E		B				
Approach Delay (s/veh)		0.0				2.9				38.4						
Approach LOS		A				A				E						

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HCS Two-Way Stop-Control Report

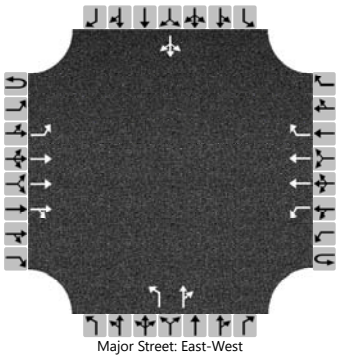
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	PM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Coulter
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Coulter Court
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	1	2	1		1	1	0		0	1	0
Configuration		L	T	TR		L	T	R		L		TR			LTR	
Volume (veh/h)	0	0	591	258	0	111	644	0		337	0	145		0	0	0
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized						No										
Median Type | Storage		Left + Thru								30						

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				3.1				3.8	4.0	3.9		3.8	4.0	3.3
Follow-Up Headway (sec)		2.23				3.15				3.85	4.03	3.95		3.83	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				121				366		158			0	
Capacity, c (veh/h)		1076				539				359		678			0	
v/c Ratio		0.00				0.22				1.02		0.23				
95% Queue Length, Q_{95} (veh)		0.0				0.9				12.2		0.9				
95% Queue Length, Q_{95} (ft)		0.0				23.4				317.2		23.4				
Control Delay (s/veh)		8.3				13.6				87.2		11.9				
Level of Service (LOS)		A				B				F		B				
Approach Delay (s/veh)		0.0				2.0				64.5						
Approach LOS		A				A				F						

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HCS Two-Way Stop-Control Report

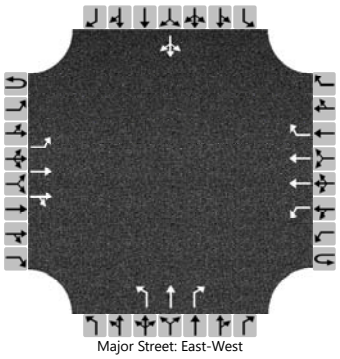
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	AM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Mona
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Mona Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	1		1	1	1		0	1	0
Configuration		L	T	TR		L	T	R		L	T	R			LTR	
Volume (veh/h)	0	30	565	116	0	49	624	23		135	13	42		4	1	14
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								30							

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.25				3.55	4.03	3.35		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		33				53				147	14	46			21	
Capacity, c (veh/h)		1074				809				483	374	825			687	
v/c Ratio		0.03				0.07				0.30	0.04	0.06			0.03	
95% Queue Length, Q_{95} (veh)		0.1				0.2				1.3	0.1	0.2			0.1	
95% Queue Length, Q_{95} (ft)		2.6				5.2				33.8	2.6	5.2			2.6	
Control Delay (s/veh)		8.5				9.8				15.7	15.0	9.6			10.4	
Level of Service (LOS)		A				A				C	C	A			B	
Approach Delay (s/veh)	0.4				0.7				14.3				10.4			
Approach LOS	A				A				B				B			

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HCS Two-Way Stop-Control Report

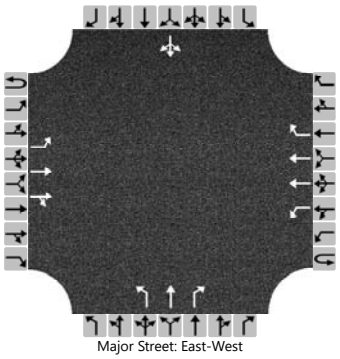
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	PM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Mona
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Mona Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	1		1	1	1		0	1	0
Configuration		L	T	TR		L	T	R		L	T	R			LTR	
Volume (veh/h)	0	22	576	139	0	43	604	33		127	4	54		25	6	24
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								30							

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.25				3.55	4.03	3.35		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		24				47				138	4	59			60	
Capacity, c (veh/h)		1081				781				485	394	814			569	
v/c Ratio		0.02				0.06				0.28	0.01	0.07			0.10	
95% Queue Length, Q_{95} (veh)		0.1				0.2				1.2	0.0	0.2			0.3	
95% Queue Length, Q_{95} (ft)		2.6				5.2				31.2	0.0	5.2			7.7	
Control Delay (s/veh)		8.4				9.9				15.4	14.2	9.8			12.1	
Level of Service (LOS)		A				A				C	B	A			B	
Approach Delay (s/veh)	0.3				0.6				13.7				12.1			
Approach LOS	A				A				B				B			

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HCS Two-Way Stop-Control Report

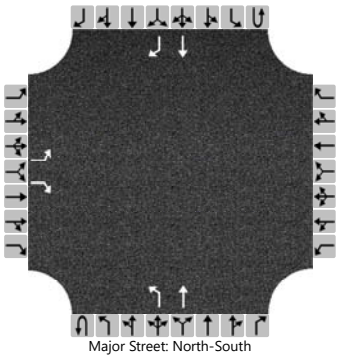
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	AM Peak
Intersection Orientation	North-South
Project Description	25014

Site Information

Intersection	Bill France Blvd & Hwy 231
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Hwy 231
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		107		109						427	203				154	221
Percent Heavy Vehicles (%)		5		5						5						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.4		4.1						4.1						
Critical Headway (sec)		3.75		4.15						4.15						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.55		3.35						2.25						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		116		118						464						
Capacity, c (veh/h)		272		958						1135						
v/c Ratio		0.43		0.12						0.41						
95% Queue Length, Q_{95} (veh)		2.0		0.4						2.0						
95% Queue Length, Q_{95} (ft)		52.0		10.4						52.0						
Control Delay (s/veh)		27.8		9.3						10.3						
Level of Service (LOS)		D		A						B						
Approach Delay (s/veh)		18.5								7.0						
Approach LOS		C								A						

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HCS Two-Way Stop-Control Report

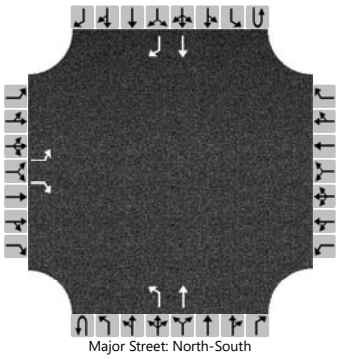
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	PM Peak
Intersection Orientation	North-South
Project Description	25014

Site Information

Intersection	Bill France Blvd & Hwy 231
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Hwy 231
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		263		377						159	220				278	119
Percent Heavy Vehicles (%)		5		5						5						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.4		4.1						4.1						
Critical Headway (sec)		3.75		4.15						4.15						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.55		3.35						2.25						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		286		410						173						
Capacity, c (veh/h)		511		871						1112						
v/c Ratio		0.56		0.47						0.16						
95% Queue Length, Q_{95} (veh)		3.4		2.6						0.5						
95% Queue Length, Q_{95} (ft)		88.4		67.6						13.0						
Control Delay (s/veh)		20.7		12.7						8.8						
Level of Service (LOS)		C		B						A						
Approach Delay (s/veh)		16.0								3.7						
Approach LOS		C								A						

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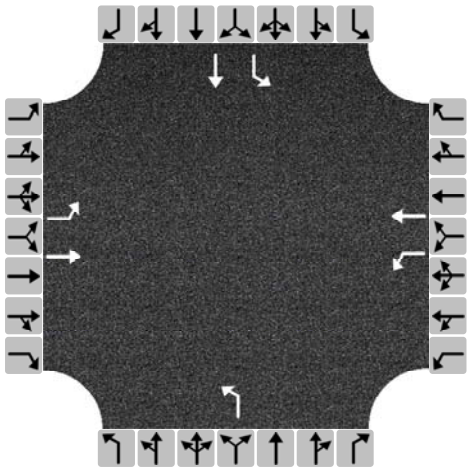
HCS All-Way Stop Control Report

General and Site Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Analysis Time Period (hrs)	0.25
Time Analyzed	AM Peak
Project Description	25014
Intersection	Bill France & I-840
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	I-840
Peak Hour Factor	0.92

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	5	4		282	286		1			405	404	
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	5	4		307	311		1			440	439	
Percent Heavy Vehicles	2	2		5	5		2			5	5	
Initial Departure Headway, h_d (s)	3.20	3.20		3.20	3.20		3.20			3.20	3.20	
Initial Degree of Utilization, x	0.005	0.004		0.272	0.276		0.001			0.391	0.390	
Final Departure Headway, h_d (s)	8.44	7.93		7.49	6.98		7.38			6.95	6.46	
Final Degree of Utilization, x	0.013	0.010		0.638	0.603		0.002			0.850	0.788	
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.3	2.3	
Service Time, t_s (s)	6.14	5.63		5.19	4.68		5.38			4.65	4.16	

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	5	4		307	311		1			440	439	
Capacity (veh/h)	426	454		481	516		488			518	558	
95% Queue Length, Q_{95} (veh)	0.0	0.0		4.4	3.9		0.0			8.9	7.4	
95% Queue Length, Q_{95} (ft)	0.0	0.0		114.4	101.4		0.0			231.4	192.4	
Control Delay (s/veh)	11.3	10.7		22.4	19.7		10.4			37.6	29.0	
Level of Service, LOS	B	B		C	C		B			E	D	
Approach Delay (s/veh) | LOS	11.0	B		21.1	C		10.4	B		33.3	D	
Intersection Delay (s/veh) | LOS	28.1						D					

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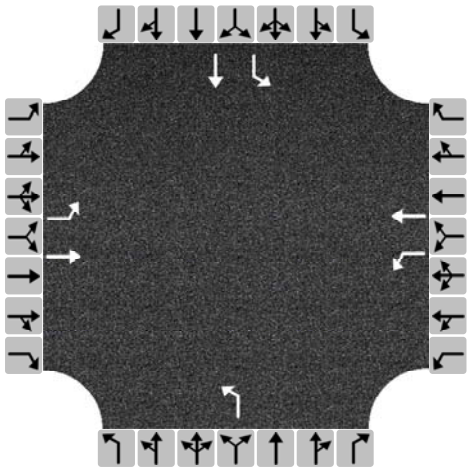
HCS All-Way Stop Control Report

General and Site Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Analysis Time Period (hrs)	0.25
Time Analyzed	PM Peak
Project Description	25014
Intersection	Bill France & I-840
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	I-840
Peak Hour Factor	0.92

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	18	4		560	567		5			349	349	
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	20	4		609	616		5			379	379	
Percent Heavy Vehicles	2	2		5	5		2			5	5	
Initial Departure Headway, h_d (s)	3.20	3.20		3.20	3.20		3.20			3.20	3.20	
Initial Degree of Utilization, x	0.017	0.004		0.541	0.548		0.005			0.337	0.337	
Final Departure Headway, h_d (s)	8.99	8.50		7.48	6.97		7.83			7.79	7.29	
Final Degree of Utilization, x	0.049	0.010		1.264	1.193		0.012			0.821	0.768	
Move-Up Time, m (s)	2.3	2.3		2.3	2.3		2.0			2.3	2.3	
Service Time, t_s (s)	6.69	6.20		5.18	4.67		5.83			5.49	4.99	

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	L	T		L	T		L			L	T	
Flow Rate, v (veh/h)	20	4		609	616		5			379	379	
Capacity (veh/h)	400	424		482	516		460			462	494	
95% Queue Length, Q_{95} (veh)	0.2	0.0		25.0	22.7		0.0			7.8	6.8	
95% Queue Length, Q_{95} (ft)	5.1	0.0		650.0	590.2		0.0			202.8	176.8	
Control Delay (s/veh)	12.2	11.3		157.8	128.2		10.9			37.3	30.2	
Level of Service, LOS	B	B		F	F		B			E	D	
Approach Delay (s/veh) | LOS	12.0	B		142.9	F		10.9	B		33.7	D	
Intersection Delay (s/veh) | LOS	99.9						F					

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HCS Two-Way Stop-Control Report

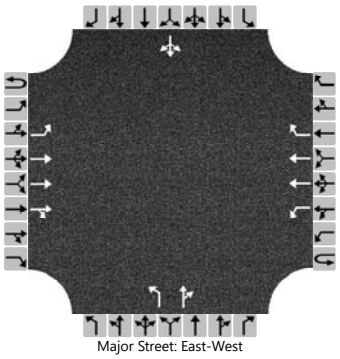
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Time Analyzed	AM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Coulter
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Coulter Court
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	1	2	1		1	1	0		0	1	0
Configuration		L	T	TR		L	T	R		L		TR			LTR	
Volume (veh/h)	0	0	1769	332	0	142	1075	0		212	0	91		0	0	0
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized						No										
Median Type | Storage		Left + Thru								30						

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				3.1				3.8	4.0	3.9		3.8	4.0	3.3
Follow-Up Headway (sec)		2.23				3.15				3.85	4.03	3.95		3.83	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				154				230		99			0	
Capacity, c (veh/h)		813				162				15		422			0	
v/c Ratio		0.00				0.95				15.12		0.23				
95% Queue Length, Q_{95} (veh)		0.0				7.1				29.8		0.9				
95% Queue Length, Q_{95} (ft)		0.0				184.6				774.8		23.4				
Control Delay (s/veh)		9.4				114.6				6840.4		16.1				
Level of Service (LOS)		A				F				F		C				
Approach Delay (s/veh)		0.0				13.4				4790.9						
Approach LOS		A				B				F						

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HCS Two-Way Stop-Control Report

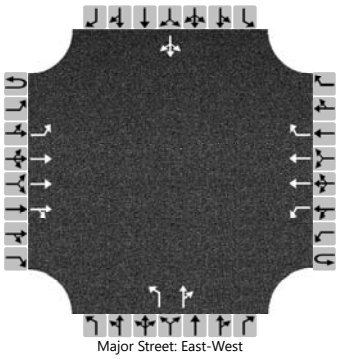
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Time Analyzed	PM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Coulter
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Coulter Court
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	1	2	1		1	1	0		0	1	0
Configuration		L	T	TR		L	T	R		L		TR			LTR	
Volume (veh/h)	0	0	1111	258	0	111	1788	0		337	0	145		0	0	0
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized						No										
Median Type | Storage		Left + Thru								30						

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				3.1				3.8	4.0	3.9		3.8	4.0	3.3
Follow-Up Headway (sec)		2.23				3.15				3.85	4.03	3.95		3.83	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0				121				366		158			0	
Capacity, c (veh/h)		504				332				136		560			0	
v/c Ratio		0.00				0.36				2.69		0.28				
95% Queue Length, Q_{95} (veh)		0.0				1.6				33.0		1.1				
95% Queue Length, Q_{95} (ft)		0.0				41.6				858.0		28.6				
Control Delay (s/veh)		12.1				21.9				834.2		13.9				
Level of Service (LOS)		B				C				F		B				
Approach Delay (s/veh)		0.0				1.3				587.5						
Approach LOS		A				A				F						

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HCS Two-Way Stop-Control Report

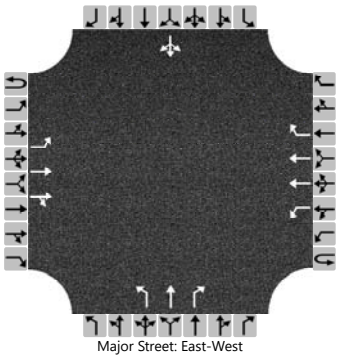
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Time Analyzed	AM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Mona
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Mona Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	1		1	1	1		0	1	0
Configuration		L	T	TR		L	T	R		L	T	R			LTR	
Volume (veh/h)	0	38	1705	118	0	49	1049	31		150	16	45		5	1	18
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								30							

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.25				3.55	4.03	3.35		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		41				53				163	17	49			26	
Capacity, c (veh/h)		811				248				130	177	518			339	
v/c Ratio		0.05				0.22				1.26	0.10	0.09			0.08	
95% Queue Length, Q_{95} (veh)		0.2				0.8				10.2	0.3	0.3			0.2	
95% Queue Length, Q_{95} (ft)		5.1				20.8				265.2	7.7	7.8			5.1	
Control Delay (s/veh)		9.7				23.5				228.8	27.6	12.7			16.5	
Level of Service (LOS)		A				C				F	D	B			C	
Approach Delay (s/veh)	0.2				1.0				167.5				16.5			
Approach LOS	A				A				F				C			

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HCS Two-Way Stop-Control Report

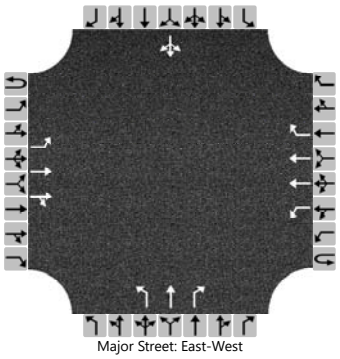
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Time Analyzed	PM Peak
Intersection Orientation	East-West
Project Description	25014

Site Information

Intersection	Bill France & Mona
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Mona Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	1		1	1	1		0	1	0
Configuration		L	T	TR		L	T	R		L	T	R			LTR	
Volume (veh/h)	0	27	1077	152	0	45	1739	42		131	5	56		31	8	30
Percent Heavy Vehicles (%)	3	3			3	5				5	3	5		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								30							

Critical and Follow-up Headways

Base Critical Headway (sec)		3.1				4.3				4.4	4.5	4.1		4.4	4.5	3.9
Critical Headway (sec)		3.16				4.40				4.50	4.56	4.20		4.46	4.56	3.96
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.25				3.55	4.03	3.35		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		29				49				142	5	61			75	
Capacity, c (veh/h)		507				461				187	87	662			203	
v/c Ratio		0.06				0.11				0.76	0.06	0.09			0.37	
95% Queue Length, Q_{95} (veh)		0.2				0.4				5.0	0.2	0.3			1.6	
95% Queue Length, Q_{95} (ft)		5.1				10.4				130.0	5.1	7.8			41.0	
Control Delay (s/veh)		12.5				13.7				67.9	49.2	11.0			32.8	
Level of Service (LOS)		B				B				F	E	B			D	
Approach Delay (s/veh)	0.3				0.3				50.8				32.8			
Approach LOS	A				A				F				D			

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HCS Two-Way Stop-Control Report

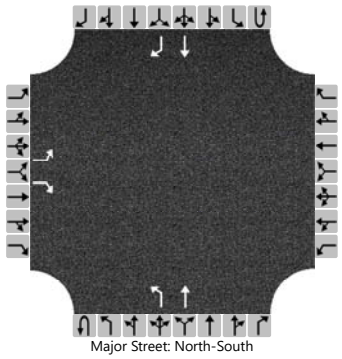
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2030
Time Analyzed	AM Peak
Intersection Orientation	North-South
Project Description	25014

Site Information

Intersection	Bill France Blvd & Hwy 231
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Hwy 231
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		122		117						506	253				193	258
Percent Heavy Vehicles (%)		5		5						5						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.4		4.1						4.1						
Critical Headway (sec)		3.75		4.15						4.15						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.55		3.35						2.25						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		133		127						550						
Capacity, c (veh/h)		185		930						1058						
v/c Ratio		0.72		0.14						0.52						
95% Queue Length, Q_{95} (veh)		4.5		0.5						3.1						
95% Queue Length, Q_{95} (ft)		117.0		13.0						80.6						
Control Delay (s/veh)		62.6		9.5						12.0						
Level of Service (LOS)		F		A						B						
Approach Delay (s/veh)		36.6								8.0						
Approach LOS		E								A						

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HCS Two-Way Stop-Control Report

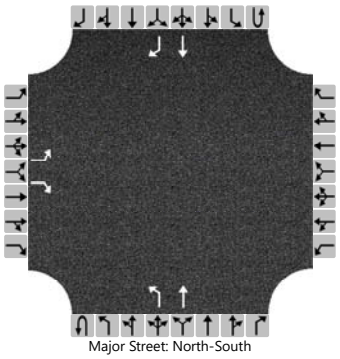
General Information

Analyst	MJB
Agency/Co.	GMcivil
Date Performed	7/15/2025
Analysis Year	2045
Time Analyzed	PM Peak
Intersection Orientation	North-South
Project Description	25014

Site Information

Intersection	Bill France Blvd & Hwy 231
Jurisdiction	Rutherford County
East/West Street	Bill France Blvd
North/South Street	Hwy 231
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		310		422						177	275				347	134
Percent Heavy Vehicles (%)		5		5						5						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.4		4.1						4.1						
Critical Headway (sec)		3.75		4.15						4.15						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.55		3.35						2.25						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		337		459						192						
Capacity, c (veh/h)		441		826						1029						
v/c Ratio		0.76		0.56						0.19						
95% Queue Length, Q_{95} (veh)		6.5		3.5						0.7						
95% Queue Length, Q_{95} (ft)		169.0		91.0						18.2						
Control Delay (s/veh)		35.2		14.7						9.3						
Level of Service (LOS)		E		B						A						
Approach Delay (s/veh)		23.3								3.6						
Approach LOS		C								A						

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Traffic Signal Warrant Analysis - 2025 Existing Conditions

Intersection			# Lanes on Each Approach		Average Daily Traffic (ADT)*		8th Highest Hour Traffic Volumes		8th Highest Hour Criteria (1a)		Warrant #1a Met?	8th Highest Hour Criteria (1b)		Warrant #1b Met?	4th Highest Hour Traffic Volumes		4th Highest Hour Criteria (2)		Warrant #2 Met?	Peak Hour Traffic Volumes		Peak Hour Criteria (3)		Warrant #3 Met?
			Major Street	Minor Street	Major Street	Minor Street	Major Street	Minor Street	Major Street	Minor Street		Major Street	Minor Street		Major Street	Minor Street	Major Street	Minor Street		Major Street	Minor Street	Major Street	Minor Street	
Bill France Blvd	&	I-840	3	2	3,163	3,165	181	181	600	200	No	900	100	No	207	208	207	700	No	244	244	244	700	No
Bill France Blvd	&	Coulter Ct	3	1	12,650	0	724	0	600	150	No	900	75	No	830	0	830	195	No	975	0	975	295	No
Bill France Blvd	&	Mona Rd	2	1	12,503	1,064	715	61	500	150	No	900	75	No	820	70	820	200	No	964	82	964	300	No
Hwy 231	&	Bill France Blvd	1	2	9,818	2,774	562	159	500	200	No	750	100	No	644	182	644	275	No	757	214	757	390	No

*Per MUTCD, Major Street represents total of both approaches and Minor Street represents higher volume approach

Note: ADT Volume of Bill France Blvd on approach to I-840 is 25% of roadway ADT to represent the minor street approach volume and remove westbound right turns that do no pass through the intersection. Right turns are approximately 50% of approach volume.

Note: ADT Volume of Bill France Blvd on approach to Hwy 231 is 50% of roadway ADT to represent the minor street approach volume

Traffic Signal Warrant Analysis - 2030 West Phase

Intersection			# Lanes on Each Approach		Average Daily Traffic (ADT)*		8th Highest Hour Traffic Volumes		8th Highest Hour Criteria (1a)		Warrant #1a Met?	8th Highest Hour Criteria (1b)		Warrant #1b Met?	4th Highest Hour Traffic Volumes		4th Highest Hour Criteria (2)		Warrant #2 Met?	Peak Hour Traffic Volumes		Peak Hour Criteria (3)		Warrant #3 Met?
			Major Street	Minor Street	Major Street	Minor Street	Major Street	Minor Street	Major Street	Minor Street		Major Street	Minor Street		Major Street	Minor Street	Major Street	Minor Street		Major Street	Minor Street	Major Street	Minor Street	
Bill France Blvd	&	I-840	3	2	5,593	6,122	320	350	600	200	No	900	100	No	367	402	367	600	No	431	472	431	700	No
Bill France Blvd	&	Coulter Ct	3	1	22,373	3,130	1,280	179	600	150	Yes	900	75	Yes	1,468	205	1,468	80	Yes	1,725	241	1,725	100	Yes
Bill France Blvd	&	Mona Rd	2	1	18,379	2,464	1,051	141	500	150	No	900	75	Yes	1,206	162	1,206	100	Yes	1,417	190	1,417	100	Yes
Hwy 231	&	Bill France Blvd	1	2	13,035	4,151	746	237	500	200	Yes	750	100	No	855	272	855	120	Yes	1,005	320	1,005	200	Yes

*Per MUTCD, Major Street represents total of both approaches and Minor Street represents higher volume approach

Note: ADT Volume of Bill France Blvd on approach to I-840 is 25% of roadway ADT to represent the minor street approach volume and remove westbound right turns that do no pass through the intersection. Right turns are approximately 50% of approach volume.

Note: ADT Volume of Bill France Blvd on approach to Hwy 231 is 50% of roadway ADT to represent the minor street approach volume

Traffic Signal Warrant Analysis - 2045 Full Build Out

Intersection			# Lanes on Each Approach		Average Daily Traffic (ADT)*		8th Highest Hour Traffic Volumes		8th Highest Hour Criteria (1a)		Warrant #1a Met?	8th Highest Hour Criteria (1b)		Warrant #1b Met?	4th Highest Hour Traffic Volumes		4th Highest Hour Criteria (2)		Warrant #2 Met?	Peak Hour Traffic Volumes		Peak Hour Criteria (3)		Warrant #3 Met?
			Major Street	Minor Street	Major Street	Minor Street	Major Street	Minor Street	Major Street	Minor Street		Major Street	Minor Street		Major Street	Minor Street	Major Street	Minor Street		Major Street	Minor Street	Major Street	Minor Street	
Bill France Blvd	&	I-840	3	2	10,759	13,541	615	775	600	200	Yes	900	100	No	706	888	706	330	No	829	1,044	829	460	Yes
Bill France Blvd	&	Coulter Ct	3	1	43,035	3,130	2,462	179	600	150	Yes	900	75	Yes	2,823	205	2,823	80	Yes	3,318	241	3,318	100	Yes
Bill France Blvd	&	Mona Rd	2	1	39,974	2,737	2,287	157	500	150	Yes	900	75	Yes	2,622	180	2,622	80	Yes	3,082	211	3,082	100	Yes
Hwy 231	&	Bill France Blvd	1	2	15,693	4,877	898	279	500	200	Yes	750	100	Yes	1,029	320	1,029	90	Yes	1,210	376	1,210	45	Yes

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Note: ADT Volume of Bill France Blvd on approach to I-840 is 25% of roadway ADT to represent the minor street approach volume and remove westbound right turns that do no pass through the intersection. Right turns are approximately 50% of approach volume.

Note: ADT Volume of Bill France Blvd on approach to Hwy 231 is 50% of roadway ADT to represent the minor street approach volume

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
MAP 11, TRACT 5.00
SITUATED IN
TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE

OWNED/DEVELOPED BY:

HILLWOOD
INVESTMENT PROPERTIES
A P-EROT COMPANY

ENGINEER/SURVEYOR:

GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700



VICINITY MAP
N.T.S

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
C0.01	EXISTING CONDITIONS
C1.01	EXISTING LAND USE PLAN
C1.02	PROPOSED LAND USE PLAN
C2.01	EXISTING ZONING PLAN
C2.02	PROPOSED ZONING PLAN
C2.03	TRACT 1 BULK REGULATION C-2 GENERAL COMMERICAL DISTRICT
C2.04	TRACT 2 BULK REGULATIONS I-2 LIGHT INDUSTRIAL DISTRICT
C2.05	I-2 LIGHT INDUSTRIAL BUILDING HEIGHT SETBACK ZONES
C2.06-C2.07	ARCHITECTURAL STANDARDS
C2.08	SIGNAGE STANDARDS
C3.01	SITE PLAN
C3.02	PHASE MAP
C4.01	WATER UTILITY LAYOUT
C4.02	SEWER UTILITY LAYOUT
C4.03	GAS UTILITY LAYOUT
C4.04	STORMWATER EXHIBIT
C4.05	ROADWAY IMPROVEMENTS
C4.06	ROADWAY IMPROVEMENTS
L1.01	LANDSCAPE EXHIBIT
L1.02	LANDSCAPE BUFFERS

OCTOBER 2025

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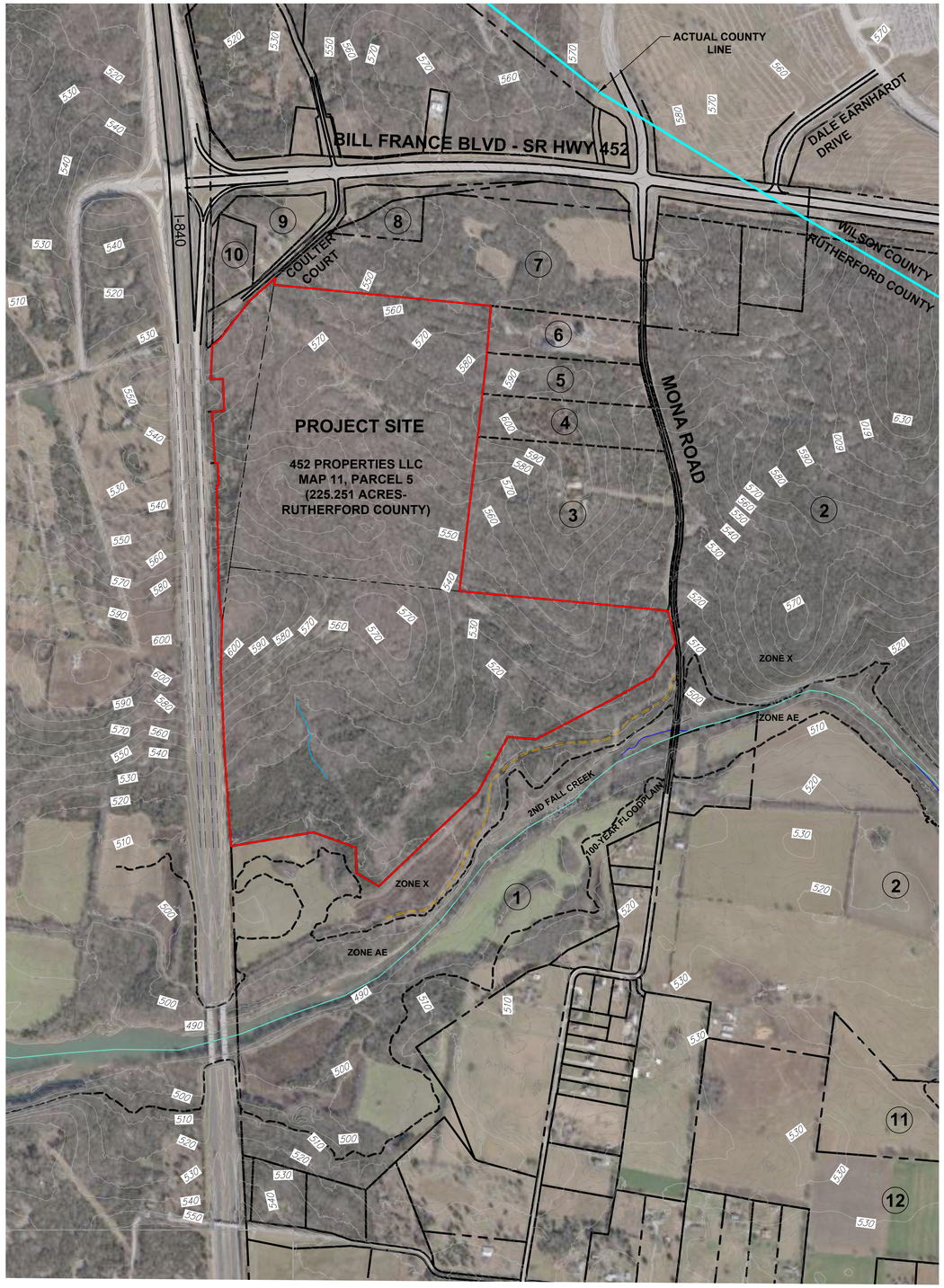
INTRODUCTION

The Fall Creek Commerce Center property is located in Rutherford County, Tennessee within the Town of Smyrna Urban Growth Boundary east of Interstate 840 along the south side of Bill France Boulevard - SR Hwy. 452. 452 Properties, being the applicant, is seeking to annex the subject property into the Town of Smyrna and rezone the property to a Planned Unit District (PUD) to support commercial/retail uses near the intersection of Interstate 840 and Bill France Boulevard, and industrial uses for the remaining property. The proposed Fall Creek Commerce Center PUD consists of two tracts totaling approximately 225.25 acres, and the purpose of this PUD request is to create a unique and high-quality multi-purpose development. Tract 1 will be developed with a mix of uses focused on hospitality, retail, restaurant, and commercial uses commensurate with the C-2 General Commercial District zoning regulations of the Town of Smyrna. Tract 2 will be developed for industrial uses commensurate with the I-2 Light Industrial District zoning regulations of the Town of Smyrna.

PROJECT LOCATION AND DESCRIPTION

The Fall Creek Commerce Center PUD is generally located east of the intersection between Interstate 840 and Bill France Boulevard - SR Hwy 452. Tracts 1 and 2 (Map 11, Tract 5.00) are located south of Bill France Boulevard between Interstate 840 and Mona Road. The property is currently undeveloped. Tracts 1 & 2 are bordered by Interstate 840 to the west, Fall Creek to the south, and primarily undeveloped property along Mona Road except for a single residential estate adjacent to the northeast corner of Tract 1.





VICINITY MAP

N.T.S

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35	CHRISTOPHER GARVIN	11437 POWELLS CHAPEL RD, LEBANON, TN 37090	11	7.11
36	LITTLE JONES	11471 POWELLS CHAPEL RD, LEBANON, TN 37090	11	7.10
37	CEMETERY	COURTHOUSE, MURFREESBORO, TN 37130	11	9.01

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GRAPHIC SCALE 1"=500'

0 500 1000 1500

PREPARED FOR:

HILLWOOD INVESTMENT PROPERTIES
A PEROT COMPANY

PREPARED BY:

GMcivil Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
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FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
EXISTING CONDITIONS

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

SHEET C0.01

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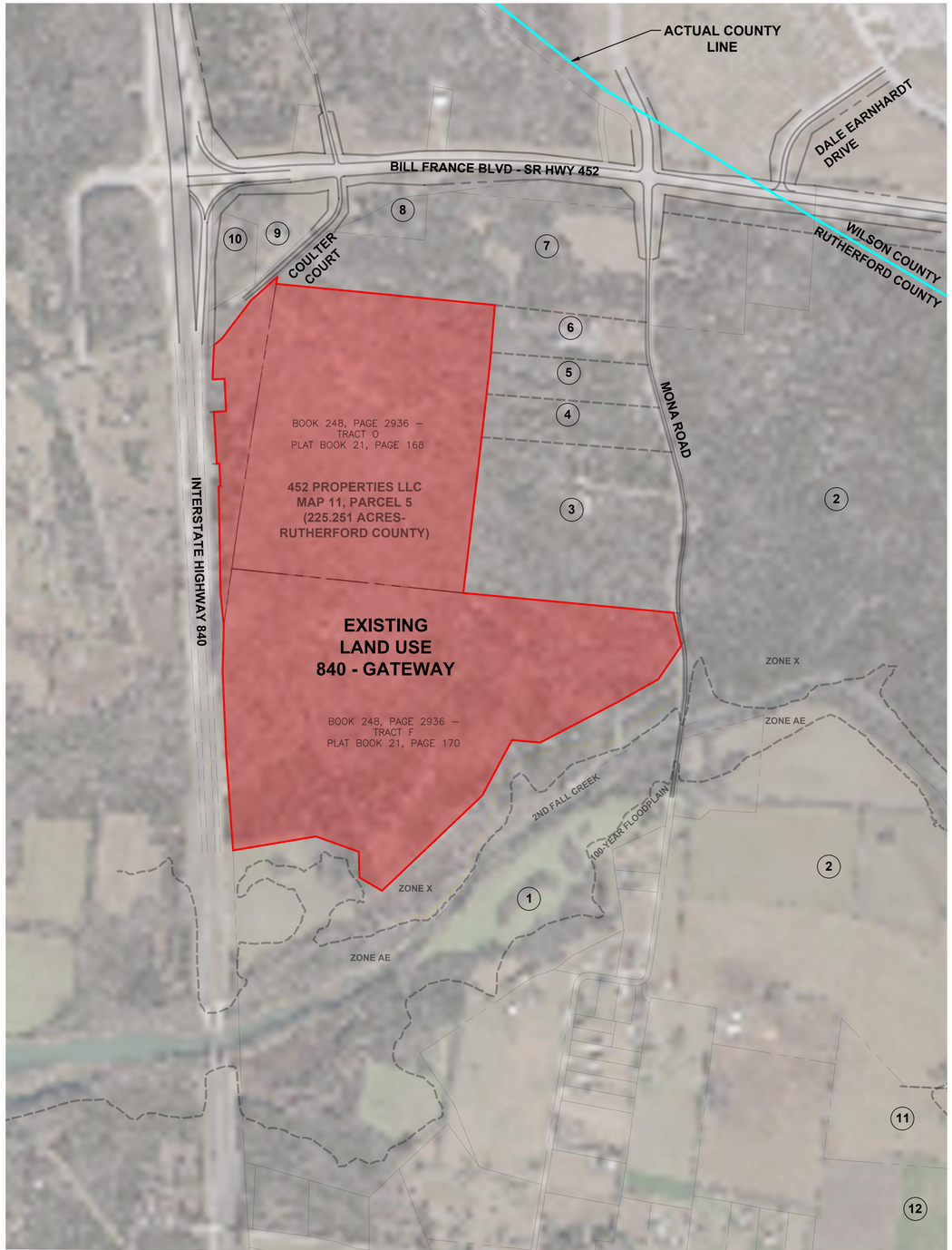
EXISTING LAND USE PLAN





VICINITY MAP

N.T.S

COMPREHENSIVE PLAN & ZONING CONFORMANCE

A review of the Town of Smyrna Comprehensive Plan reflects the subject property is located in the 840 Gateway future land use. Currently the properties are located in Rutherford County, and the existing zoning is RM - Medium Density Residential. Based on the applicant's desire to zone and annex the properties into the Town of Smyrna, the proposed P.U.D. zoning for Tract 1 to C-2 General Commercial District and Tract 2 to I-2 Light Industrial complies with the 840 Gateway designation of the Comprehensive Plan.

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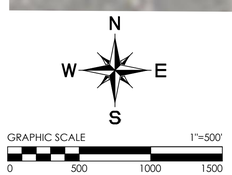

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FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
EXISTING LAND USE PLAN
SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

SHEET C1.01

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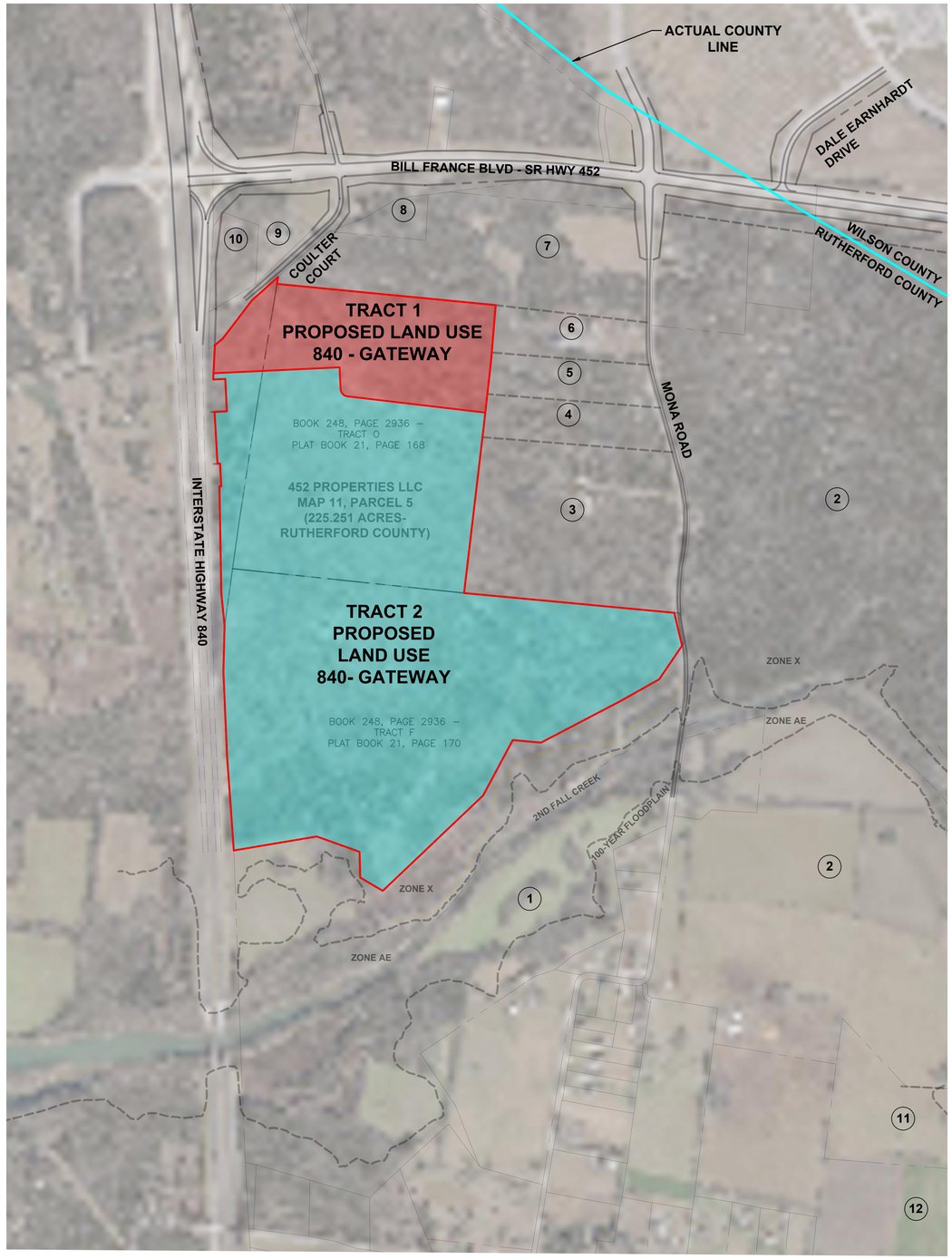
PROPOSED LAND USE PLAN





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33	HOUSTON GARVIN	1111 COUCHVILLE PIKE, MT. JULIET, TN 37122	11	7.12
34	DIANNE SANCHEZ	1111 COUCHVILLE PIKE, MT. JULIET, TN 37122	11	7.09
35	CHRISTOPHER GARVIN	11437 POWELLS CHAPEL RD, LEBANON, TN 37090	11	7.11
36	LITTLE JONES	11471 POWELLS CHAPEL RD, LEBANON, TN 37090	11	7.10
37	CEMETERY	COURTHOUSE, MURFREESBORO, TN 37130	11	9.01

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GRAPHIC SCALE 1"=500'

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PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

PREPARED BY:

GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
PROPOSED LAND USE PLAN
SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

SHEET C1.02

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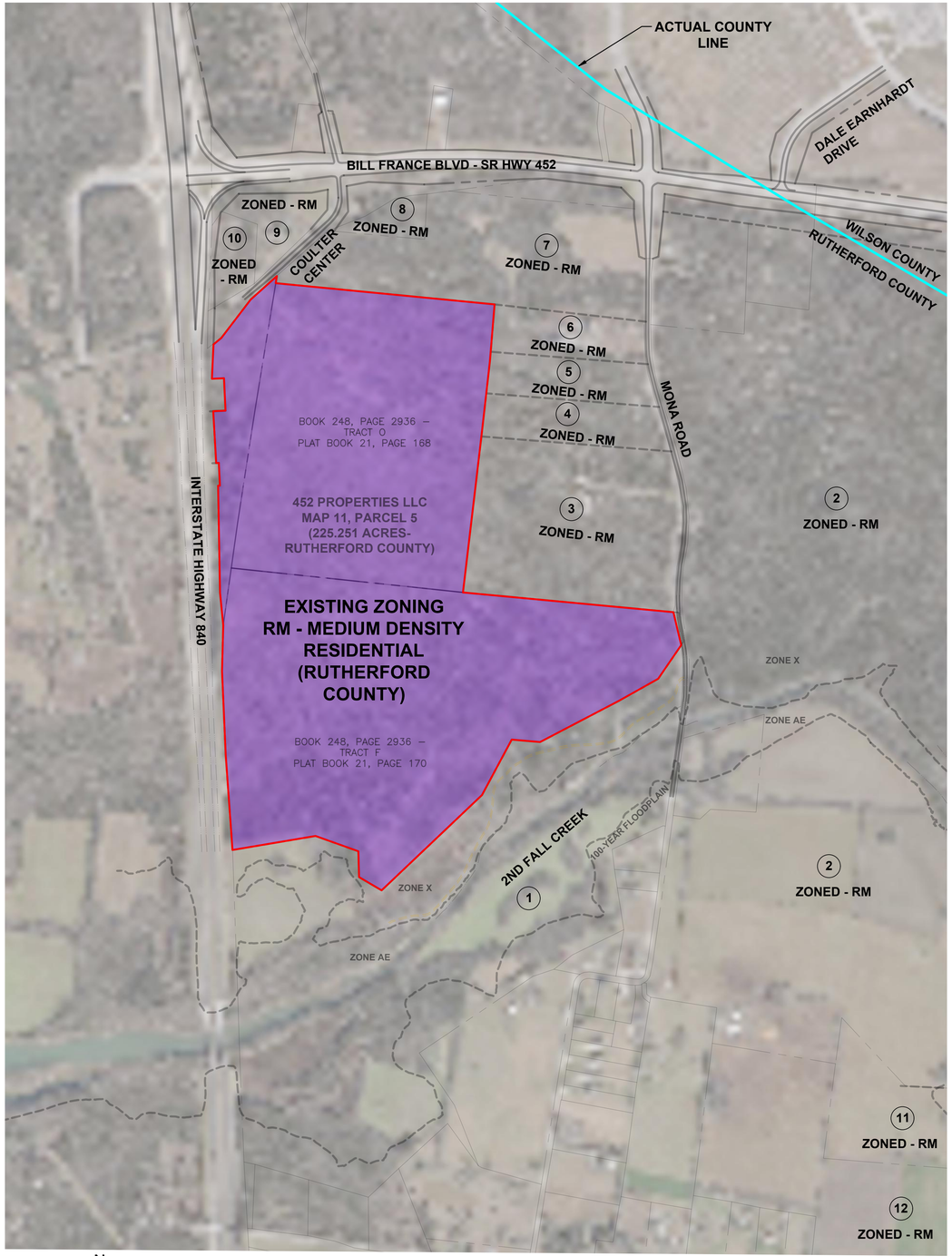
EXISTING ZONING PLAN





VICINITY MAP

N.T.S

NO.	OWNER	ADDRESS	MAP	PARCEL
1	U.S. ARMY CORPS OF ENGINEERS	110 9TH AVE S, NASHVILLE, TN 37203	1	1.00
2	LOREN T RODEN	1283 TWELVE STONES CROSSING, GOODLETTSVILLE, TN 37072	11	17.00
3	NASHVILLE SPEEDWAY USA	909 SILVER LAKE BLVD, DOVER, DE 19904	11	4.03
4	CP LOGISTICS LEBANON VI LLC	MUSIC CIR SOUTH, STE 110, NASHVILLE, TN 37203	11	4.02
5	CP LOGISTICS LEBANON VI LLC	MUSIC CIR SOUTH, STE 110, NASHVILLE, TN 37203	11	4.01
6	FERNANDO MIXTECA	11853 MONA RD, MURFREESBORO, TN 37129	11	4.00
7	JAY BARRETT	9459 POWELLS CHAPEL RD, MURFREESBORO, TN 37129	11	2.00
8	NASHVILLE SPEEDWAY USA	909 SILVER LAKE BLVD, DOVER, DE 19904	9	3.00
9	TERRELL COULTER	110 COULTER CT, MURFREESBORO, TN 37129	12	12.01
10	HARSIMRANJEET KAUR	1629 EDEN ROSE PL, NOLENSVILLE, TN 37135	12	12.00
11	RICHARD BRADLEY	2456 DINKY LN, MURFREESBORO, TN 37129	11	17.02
12	RICHARD BRADLEY	2456 DINKY LN, MURFREESBORO, TN 37129	21	3.01
13	ROLLINS RES MARITAL TRUST	1131 N DUPONT HWY, DOVER, DE 19901	11	6.01
14	CONSOLIDATED UTILITY DISTRICT	709 NEW SALEM HWY, MURFREESBORO, TN 37129	21	9.01
15	HANNAH SANFORD	10343 POWELLS CHAPEL RD, LEBANON, TN 37090	11	16.03
16	JEANETTE CARTER	2808 HIGHWAY 16 EAST, CLINTON, AR 72031	11	16.05
17	RYAN HOLLINGSHEAD	7972 MONA RD, MURFREESBORO, TN 37129	11	16.02
18	RYAN HOLLINGSHEAD	10551 POWELLS CHAPEL RD, LEBANON, TN 37090	11	16.01
19	CLINTON FINLEY	10500 POWELLS CHAPEL RD, LEBANON, TN 37090	11	15.00
20	HOLLINGSHEAD LAND LLC	1136 2ND AVE N, NASHVILLE, TN 37208	11	13.00
21	JOHN BLACK	10740 POWELLS CHAPEL RD, LEBANON TN 37090	11	13.01
22	452 PROPERTIES LLC	1730 FEDERAL HWY PMB377, DELRAY BEACH, FL 33483	11	6.00
23	MICHAEL HOLLINGSHEAD	4472 HICKORY GROVE RD, MURFREESBORO, TN 37129	21	6.00
24	MIDDLE TENNESSEE ELECTRIC	555 NEW SALEM HWY, MURFREESBORO, TN 37129	11	6.02
25	CURTIS FURLOW	30 WHIPPOORWHILL RD, LEBANON, TN 37090	11	10.03
26	CHARLES STINNETT	11241 POWELLS CHAPEL RD, LEBANON, TN 37090	11	9.00
27	CHARLES PHELAN	11275 POWELLS CHAPEL RD, LEBANON, TN 37090	11	7.02
28	GAIL TUNE	2611 MORGAN RD, MURFREESBORO, TN 37129	11	7.03
29	CONNIE JACKSON	11347 POWELLS CHAPEL RD, LEBANON, TN 37090	11	7.05
30	PATRICK BALES	9438 POWELLS CHAPEL RD, MURFREESBORO, TN 37129	11	7.00
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GRAPHIC SCALE 1"=500'

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NOTE: EXISTING ZONING BASED ON CURRENT RUTHERFORD COUNTY DESIGNATION.

PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A P-EROT COMPANY

PREPARED BY:

GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
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FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
EXISTING ZONING PLAN
SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

SHEET C2.01

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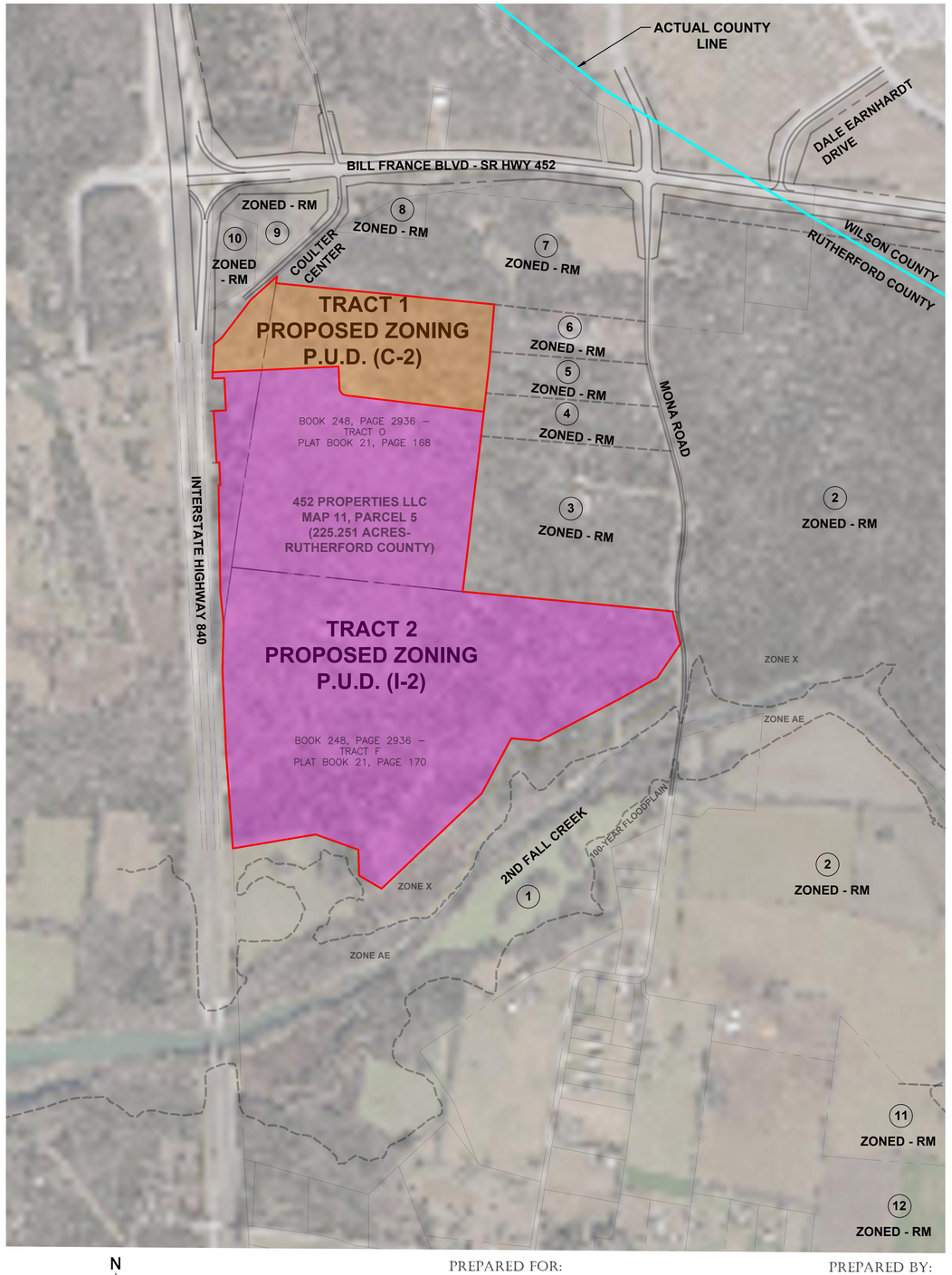
PROPOSED ZONING PLAN





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GRAPHIC SCALE 1"=500'

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PREPARED FOR:

HILLWOOD INVESTMENT PROPERTIES

A PEROT COMPANY

PREPARED BY:

GMcivil Engineering & Surveying

2559 SW Grapevine Pkwy, Grapevine, Texas 76051

817-329-4373

TxEng Firm # F-2944 | TxSurv Firm # 10021700

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
PROPOSED ZONING PLAN
SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

SHEET C2.02

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TRACT 1 DEVELOPMENT STANDARDS

C-2 GENERAL COMMERCIAL DISTRICT

Tract 1 is approximately 34.3 acres. The proposed C-2 General Commercial District tract will be commensurate with the Town of Smyrna Future Land Use and Comprehensive Plan for the 840 Gateway. This district will provide adequate space in appropriate locations for uses that serve the needs of the motoring public. Moderate and large sized offices, general retail, businesses, transient sleeping accommodations, and eating and drinking establishments will characterize this district. In addition, commercial trade and service uses are permitted if necessary to serve the recurring needs of persons frequenting the district. Community facilities and utilities necessary to serve the district or those which are necessary for the general community welfare are also permitted. Bulk limitations required of uses in this district, in part, are designed to maximize the compatibility with lesser intense use of land or building in proximate residential districts. The C-2 district shall be located along major traffic arteries and situated near a major transportation interchange as shown on the associated zoning documents for the PUD, in clustered development patterns. All development within Tract 1 shall conform to the following standards:

Uses Permitted

All uses permitted in C-1 Central Business District of the Town of Smyrna Zoning Ordinance are allowed in this district as well as the following uses:

1. Government administrative services.
2. Cultural and recreational services.
3. Essential public transport, communication, and utility services.
4. Building materials and farm equipment sales.
5. Contract construction services provided there is no outdoor storage.
6. Convenience retail sales and services.
7. Consumer repair services.
8. Entertainment and amusement services.
9. Financial, insurance, real estate, and consulting services.
10. Food and beverage services.
11. Food service; take out.
12. Animal care and veterinarian services provided there is no outside housing of animals.
13. General business services.
14. General personal services.
15. General retail trade.
16. Professional services - medical
17. Professional services - non medical.
18. Transient habitation; hotels, motels, tourist homes or courts.
19. Religious facilities.
20. Education facilities.
21. Signs as regulated by Town ordinance.
22. Community assembly.
23. Health care facilities.
24. Intermediate impact facilities.
25. Day Care Centers.
26. Family and Group Care Facilities.
27. Nursing Homes.
28. Retails Sales of Alcoholic Beverages.

Uses Permitted as Special Exceptions

In the C-2, General Commercial District, the following uses and their accessory uses may be permitted as special exceptions after review and approval in accordance with ARTICLE VII, Section 7.060 of the Town of Smyrna Zoning Ordinance.

1. Transient habitation; Sporting and recreational vehicle camps.
2. Group assembly, other than racetracks and drag strips.
3. Car Washes and Automobile Detailing.
4. Microbrewery/Microwinery/Microdistillery

Uses Prohibited:

Industrial uses; warehousing and storage uses, except those which are located within and incidental to permitted uses; or specifically allowed as special exceptions; truck terminals; junkyard, including automobile wrecking and salvage; specialized tobacco or smoke shop, including vape shop, or any business that devotes more than 25% of its floor space to the sale of tobacco products; self-service storage facilities; adult-oriented establishments; auto towing services; mobile home park; residential activity uses, except those listed under Uses Permitted and Uses Permitted as Special Exception; uses not specifically permitted or uses not permitted upon approval as a special exception.

Dimensional Regulations:

All uses permitted in the C-2, General Commercial District shall comply with the following requirements except as provided in ARTICLE VI of the Town of Smyrna Zoning Ordinance.

1. Minimum Lot Size: 20,000 square feet

2. Minimum Yard Requirements:

   Front Setback - 35 Feet
   Side Setback - 15 Feet
   Rear Setback - 20 Feet

3. Maximum Lot Coverage: On any area or parcel of land, the area occupied by all buildings including accessory buildings shall not exceed seventy (70) percent of the total area of such lot or parcel.

4. Height Requirements: No building shall exceed forty (40) feet in height, except as provided in Article VI, Section 6.050 Town of Smyrna Zoning Ordinance. In no case shall the F.A.A. glide path building height restrictions be exceeded.
5. Parking Space Requirement: As regulated in Article IV, Section 4.010 Town of Smyrna Zoning Ordinance.

Special Provisions:

1. All common open space, conservation areas, or areas reserved for storm water detention shall be maintained by an established property owner's association or individual lot or parcel owner.
2. A minimum of 15% of the gross acreage of Tract 1 shall be set aside as common open space. This space may be unimproved and passive in nature and could include steep slopes, floodplains, other natural features, or stormwater management areas.
3. Landscape Buffer Strips adjacent to residential uses shall comply with ARTICLE III - Section 3.110 of the Town of Smyrna Zoning Ordinance. Existing vegetation that provides a natural screen can be preserved for a minimum width of 15 feet, in lieu of the buffer strip. However, areas of the natural buffer strip should be supplemented per the Type C buffer planting requirements to achieve adequate screening for the adjacent property.

PREPARED FOR:

HILLWOOD INVESTMENT PROPERTIES
A PEROT COMPANY

PREPARED BY:

GM civil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
TRACT 1 BULK REGULATIONS
C-2 GENERAL COMMERICAL DISTRICT

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

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TRACT 2 DEVELOPMENT STANDARDS

I-2 LIGHT INDUSTRIAL DISTRICT

Tract 2 is approximately 190.95 acres. The proposed I-2 Light Industrial District tract will be commensurate with the Town of Smyrna Future Land Use and Comprehensive Plan for the 840 Gateway character area. This district supports a wide range of industrial and related uses which conform to a high level of performance standards. New residential development is excluded from this district. Community Facilities which provide needed services to industrial development are permitted. All development within Tract 2 shall conform to the following standards:

Uses Permitted

In the I-2 Light Industrial District, the following uses and their accessory uses are permitted:

1. Warehousing, good transport and storage (includes truck terminals and refrigerated warehousing)
2. Wholesale sales
3. Limited manufacturing
4. Intermediate manufacturing
5. Animal care and veterinary services
6. Essential public transport, communication, and utility services
7. Signs as regulated by Town ordinance
8. Plant and forest nurseries
9. Building materials and farm equipment sales
10. Dairies and truck gardens
11. Auto towing services

Uses Permitted as Special Exceptions

1. Group assembly, other than racetracks (auto, motorcycle, dog, and horse) and drag strips
2. Food and beverage service
3. Food service take-out
4. Commercial recreation
5. Contract construction services
6. Consumer repair services
7. Intermediate impact facilities
8. Government administrative services
9. Automotive service and repair, except for auto towing services
10. Convenience commercial
11. General business service
12. General personal service
13. General retail trade
14. Religious facilities

Uses Prohibited:

Uses not specifically permitted or uses not permitted upon approval as a special exception.

Dimensional Regulations:

All uses permitted in the I-2, Light Industrial District shall comply with the following requirements except as provided in ARTICLE VI, Section 6.020 (Non-conforming uses) of the Town of Smyrna Zoning Ordinance.

1. Minimum Lot Size: No minimum lot size is required in the I-2 District

2. Minimum Yard Requirements:

   Front Setback - 60 Feet
   Side Setback - 30 Feet
   Rear Setback - 30 Feet

3. Maximum Lot Coverage: On any area or parcel of land, the area occupied by all buildings including accessory buildings shall not exceed fifty (50) percent of the total area of such lot or parcel.

4. Height Requirements: No building shall exceed sixty (60) feet in height. No building shall exceed the F.A.A. glide path restrictions, except as provided in Article VI, Section 6.050 Town of Smyrna Zoning Ordinance.

5. Parking Space Requirement: As regulated in Article IV, Section 4.010 Town of Smyrna Zoning Ordinance.

Special Provisions:

1. All common open space, conservation areas, or areas reserved for storm water detention shall be maintained by an established property owner's association or individual lot or parcel owner.
2. A minimum of 15% of the gross acreage of Tract 2 shall be set aside as common open space. This space may be unimproved and passive in nature and could include steep slopes, floodplains, other natural features, or stormwater management areas.
3. Point of access for vehicles onto a street shall generally not exceed forty-five (45) feet in width, unless a site specific condition exists for a user requiring multiple lanes of ingress/egress for gated entries/exits, or as determined by a traffic impact analysis to provide adequate level of service for ingress/egress for a specific facility.
4. Landscape Buffer Strips adjacent to residential uses shall comply with ARTICLE III - Section 3.110 of the Town of Smyrna Zoning Ordinance. Existing vegetation that provides a natural screen can be preserved for a minimum width of 20 feet, in lieu of the buffer strip. However, areas of the natural buffer strip should be supplemented per the Type D buffer planting requirements to achieve adequate screening for the adjacent property. No berm is required when supplementing a natural buffer.

PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

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FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
TRACT 2 BULK REGULATIONS
I-2 LIGHT INDUSTRIAL DISTRICT

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

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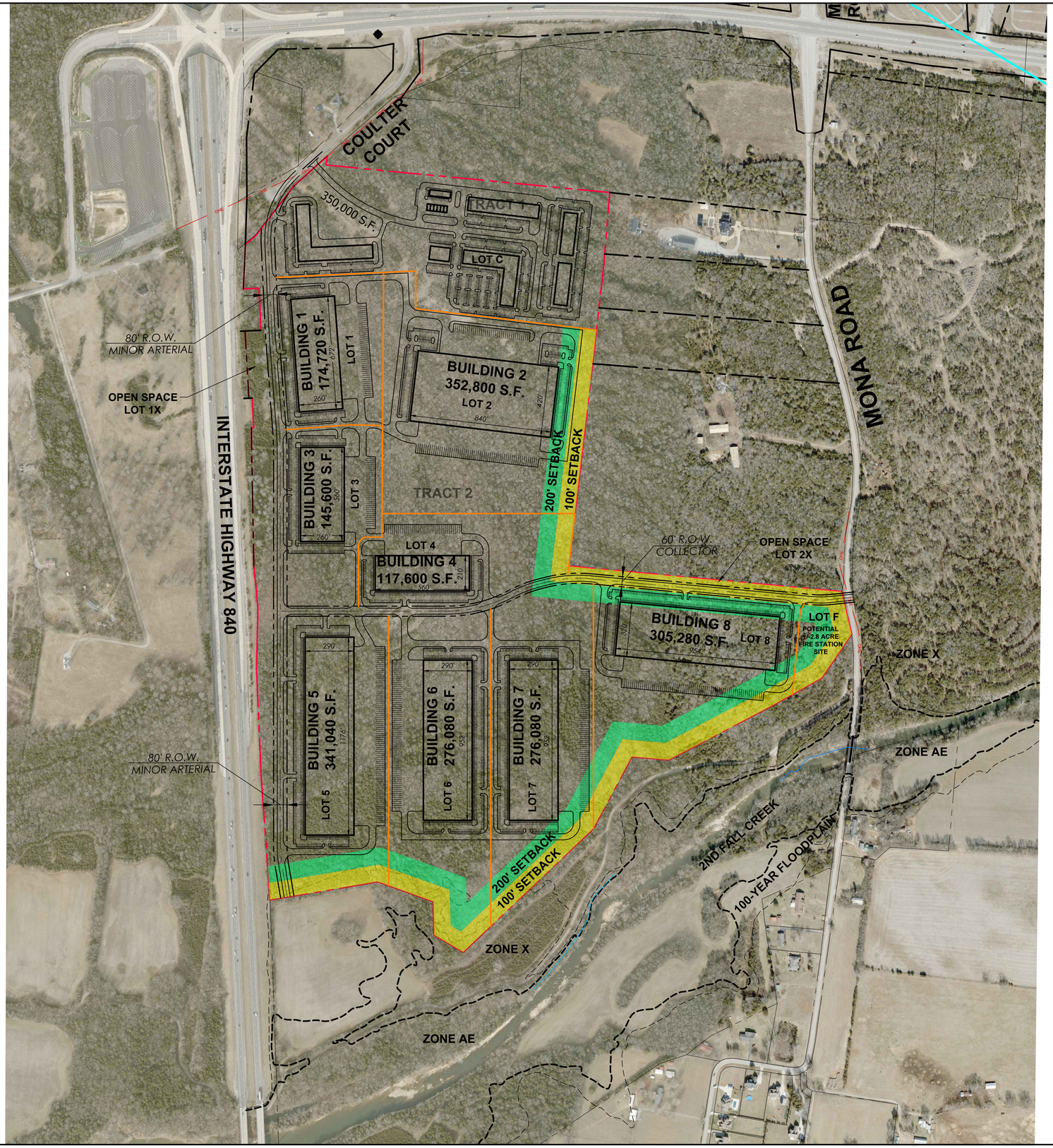

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GRAPHIC SCALE 1"=300'
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LEGEND

MAXIMUM 40' BUILDING HEIGHT ZONE

MAXIMUM 50' BUILDING HEIGHT ZONE

NOTE: ALL OTHER AREAS ARE SUBJECT TO A MAXIMUM 60' BUILDING HEIGHT ZONE

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PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
I-2 LIGHT INDUSTRIAL
BUILDING HEIGHT SETBACK ZONES
SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

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I-2 INDUSTRIAL ARCHITECTURAL STANDARDS

1) All buildings in the I-2 Industrial zone of the Fall Creek Commerce Center shall be designed and constructed in conformance with the latest Town of Smyrna Design Review Ordinance and its Amendments.
2) Typical construction shall be as depicted in the attached renderings, which is painted concrete tilt wall panels with glass storefronts and architectural metal panel awnings at the office corners.
3) Loading docks and side walls shall have architectural reveals and color breaks to avoid long, uninterrupted spans of blank walls.
4) Glass storefront mullions and the architectural panel canopies shall either be clear anodized or dark bronze finish.

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PREPARED FOR:
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FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
ARCHITECTURAL STANDARDS
SITUATED IN THE TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
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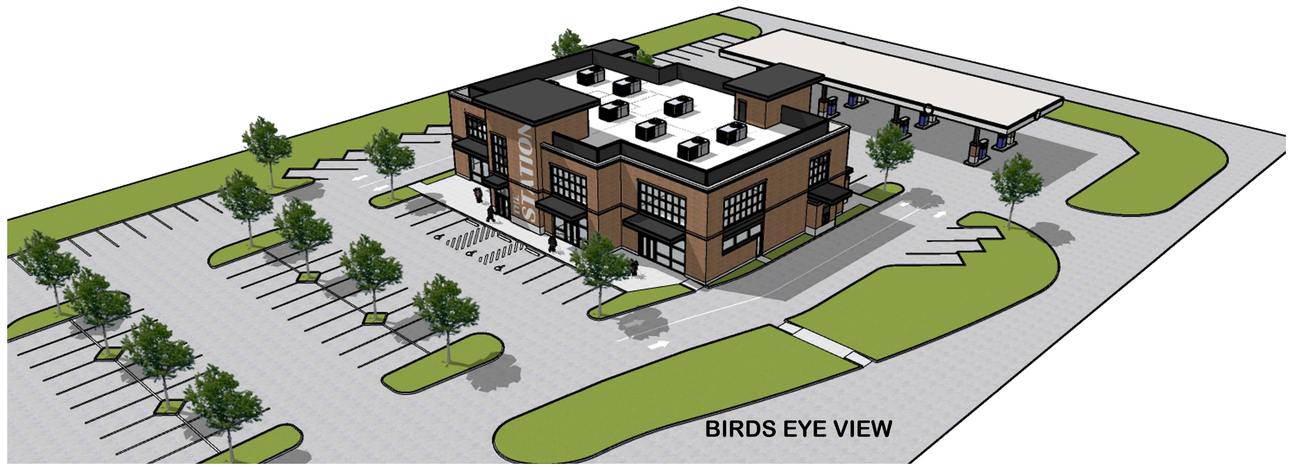

C-2 COMMERCIAL ARCHITECTURAL STANDARDS

1) All buildings in the C-2 Commercial zone of the Fall Creek Commerc Center shall be designed and constructed in conformance with the latest Town of Smyrna Design Review Ordinance and its Amendments.
2) 75% of any building facade facing a public street must contain the following primary exterior materials: Brick, Stone, and Glazing
3) 50% of the entire building is required to be finished with the primary exterior materials.
4) Secondary exterior materials are tile, stucco, EIFS, architectural pre-cast, ground-face masonry, and engineered fiber-cement.
5) Accent materials are standard block, metal, vinyl, and any other material not listed. No more than 10% of the building exterior shall contain accent materials.



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PREPARED FOR:
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INVESTMENT PROPERTIES
A PEROT COMPANY

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
ARCHITECTURAL STANDARDS
SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE
Date: October, 2025

SHEET C2.07

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Fall Creek Commerce Center
Signage Guidelines

General

This document describes types and sizes of signage to be used at Fall Creek Commerce Center, including monument signs, building wall mounted Tenant/ Company identification signs, directional signs, address signage, etc. In addition to complying with the requirements of this comprehensive signage package, ALL Tenant/ Company signage must be submitted to and approved by the Developer and Architectural Committee prior to installation. **All signage is to comply with the signage regulations of the authority having jurisdiction at the time of installation, with the exceptions outlined in these guidelines.** The included exhibits are drawings showing locations and graphic descriptions of the signs covered in this signage package.

Monument Signage

Tenant monument signs (specific to each building) will be permitted but must comply with parameters described below. It shall be composed of stone and painted concrete. Pro-Fit Ledgestone (Southwest Blend) by Boral, or similar, will be acceptable. Concrete sign panel to have reveals and shall be painted to match standard buildings colors. Building address panel to be 5'-6" tall x 10'-6" long, long located at the top of the sign and up to two (2) tenant identification panels, each measuring 9" tall by 114" wide. Subject to Developer/Architectural Committee's approval, a tenant identification panel may have a sign area larger than 9" by 114" by combining both panels, provided the total area of all panels does not exceed 24" tall x 114" long. Corporate/company logos designs and national branding using multiple colors shall be allowed with Architectural Committee's approval. Signs shall be externally illuminated with ground-mounted floodlights.

The minimum setback for placement of a monument sign within a lot is 10' from public right-of-way. The location of the monument sign shall not obstruct or interfere with the visibility or effectiveness of any traffic control sign or driver vision from any access point. Refer to the visibility requirements governed by the local authority having jurisdiction. The placement of all monument signs is subject to review and approval of the Developer/Architectural Committee.

Each building is permitted one monument sign for each access drive serving that building. If an access drive is shared by two buildings, then a monument sign is allowed on each side of that shared access drive. The location of monument signs is determined by the Developer/Architectural Committee and will adhere to the guidelines in this document.

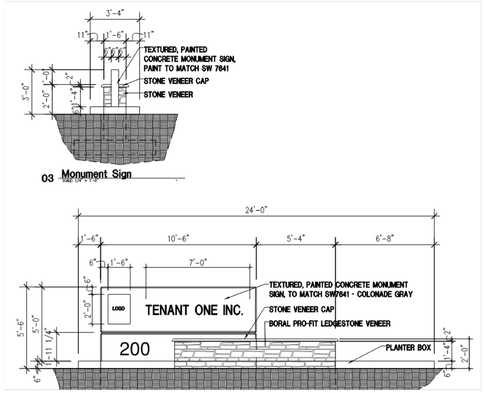

Figure 1 – Building Monument Sign with one tenant

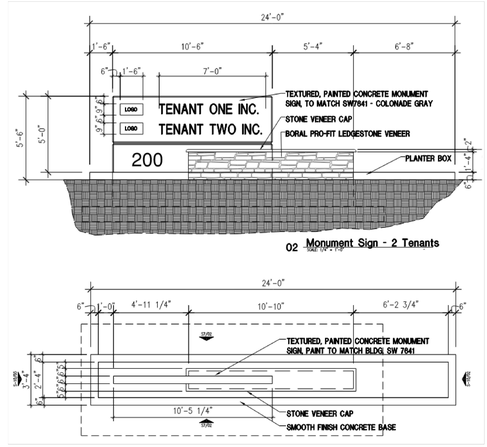

Figure 2 – Building Monument Sign with two tenants

Tenant/ Company Identification Signage- Wall Mounted

Wall mounted Tenant/ Company identification signs shall be mounted with concealed fasteners on the building wall and located above or adjacent to the entrance of the Tenant/ Company space. Identification signs shall be limited to approved Tenant/Company logos, Tenant/Company name, and/or business/3PL customer entity only. The maximum height for lettering (letters and numbers) shall be 24" unless specifically approved by Developer/Architectural Committee. Wall mounted signage in the Industrial district cannot be illuminated, either internally or externally, unless specifically approved by Developer/Architectural Committee.

If allowed by Developer/Architectural Committee, illuminated signs shall be individual channel letters and logos with minimum 0.080" thick aluminum channels and trim cap (color to be black unless approved otherwise by Developer/Architectural Committee) with 1/8" thick acrylic plastic face (color to

be approved by Developer/Architectural Committee). Box signs may be acceptable subject to Developer/Architectural Committee approval. All corners shall be continuously welded. Light source to be standard neon or LED located entirely within the channel letter or logo with concealed ballast. Weep holes must have light-blocking caps. Exterior raceways are not permitted without written approval from Developer/Architectural Committee. Wiring to signs to be run on inside face of wall panel with cored penetrations into each letter or logo. The size, color, and configuration of Tenant/ Company logos must be approved by the Developer/Architectural Committee. In no case shall the logo extend beyond the limits of the allowable signage zone shown below in Figure 3.

Within the Industrial district, Tenant/ Company Identification Signage shall be located entirely within the signage zone indicated in Figure 3 below, and the total signage area shall not exceed 125 SF or the maximum allowed by local code. Within the Commercial district, Tenant/ Company Identification Signage shall be located near/above the primary Tenant entrance, and the total signage area shall not exceed that allowed by local code.



Figure 3 – Allowable area for wall-mounted tenant/company identification signs in the Industrial district.

Directional Signs (Industrial district only)

Directional Signs shall have a concrete base and match general look of the building as shown below. Graphics shall be limited to required text and directional arrows only. Directional signage shall be at the sole cost and responsibility of individual lot owners and shall not be placed in Common Area or Public Right of Way without the prior written approval of the Architectural Committee.

Temporary signage used to promote new business location, hiring, and/or directions is prohibited without the prior written approval of the Architectural Committee. All expenses to remove unapproved temporary signage will be assessed to individual lot owners where the new business is located.

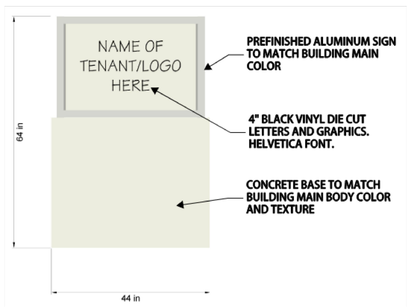

Figure 4 – Directional Signage (Industrial district only)

Address Signage

Address Signage: Each building shall have the street address number located at the building corner as shown below.

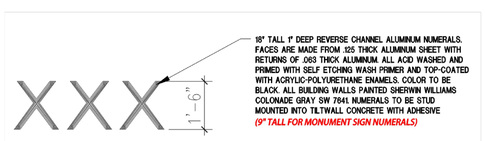

Figure 5 – Address Signage

Suite Number Signage and Business Information Signage

Suite Number Signage: Each suite shall have signage identifying the suite number assigned to that space. Suite Number Signage shall be installed on the exterior face of the glass transom above the primary entrance to the space as shown below.

Business Information Signage: Business information signage, such as business hours, etc., may be installed as shown below. Business Information Signage shall be limited to text only, in size and location shown on the exterior face of the glass adjacent to the strike side of main entrance door only.

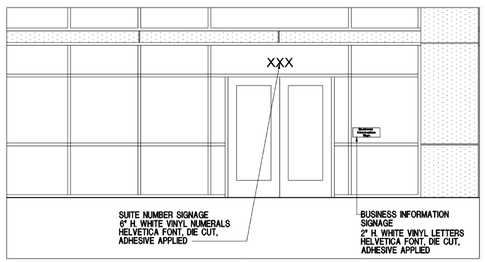

Figure 6 – Suite Number and Business Information Signage

Dock Signage, Dock Door Numbers, and Exterior Personnel Door Signage

Dock Signage: When approved by Developer/Architectural Committee, dock signage consisting of functional identification of a dock area, such as "Receiving" or "Shipping" shall be permitted as shown below. Graphics shall be limited to text only.



Figure 7 – Dock Signage

Dock Door Numbers: Each dock door shall have a number mounted on the wall or face of canopy above the door as shown below. Door numbers and sequencing shall be determined by Developer/ Architectural Committee.

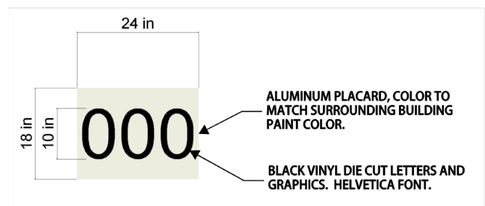

Figure 8 – Dock Door Numbers (Industrial district only)

Exterior Personnel Door Signage: Signs identifying specific rooms such as "Shipping Office" or "Fire Pump Room" shall be as shown below.

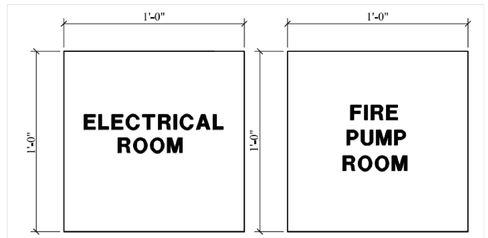

Figure 9 – Exterior Personnel Door Signage

End of Document

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PREPARED FOR:

HILLWOOD INVESTMENT PROPERTIES
A PEROT COMPANY

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
SIGNAGE STANDARDS
SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October, 2025

SHEET C2.08

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DEVELOPMENT REGULATIONS

The Subdivision Regulations, Zoning Ordinance, Land Development Handbook, and the Design Review Manual for the Town of Smyrna shall apply to development of the Property, except as modified as herein. Permitted uses shall be use-by-right; conditional uses shall require a special exception approval from the Town of Smyrna Board of Zoning Appeals in accordance with the Town of Smyrna Zoning Ordinance Article VII, Section 7.060.

MASTER DEVELOPMENT PLAN

The Fall Creek Commerce Center Planned Unit District consists of two tracts as shown in the supporting rezoning documents in Appendix A. Tract 1 and Tract 2 are sub-districts of the PUD with defined uses and bulk regulations that are intended to create an integrated development of district uses spatially located to ensure compatibility and to provide services and goods to the general public. It is anticipated that a maximum building area of 350,000 square feet will be developed for Tract 1, and a total maximum building area of 2,500,000 square feet for Tract 2.

Developer shall prepare and record Covenants, Conditions, & Restrictions (CCRs) commensurate with site plan and subdivision platting approval.

TRANSPORTATION & ROAD IMPROVEMENTS

Major access to the Fall Creek Commerce Center PUD is provided by Interstate 840 and U.S. Hwy 231 to Bill France Boulevard - S.R. Hwy 452, which is a principal arterial roadway on the Town of Smyrna Major Thoroughfare Plan. Tract 1 & Tract 2 have access to existing Coulter Court to Bill France Boulevard. Per the Town of Smyrna Major Thoroughfare Plan, Coulter Court is planned to be revised to a Minor Arterial Roadway as an eighty (80) foot wide right-of-way and thirty-six (36) feet of pavement to accommodate two lanes of traffic with a continuous turn lane. This Minor Arterial Roadway is provided on the Site Plan portion as shown on the supporting rezoning drawings. The developer of Fall Creek Commerce Center will be responsible for dedication of the right-of-way and construction of the minor arterial roadway through the subject property. An east-west collector road with a sixty (60) foot right-of-way and thirty-six (36) feet of paving is proposed to connect between existing Mona Road and the Minor Arterial.

Traffic studies shall be provided at time of site plan or subdivision plat review per the Town of Smyrna Zoning Ordinance ARTICLE III, Section 3.200.E.

The developer is sensitive to the Town of Smyrna concerns for increased traffic, specifically truck traffic on Mona Road. As part of the development, the developer commits to providing signage and other traffic control to direct trucks from the planned industrial facilities to Bill France Boulevard, and avoid truck traffic going south on Mona Road over Fall Creek towards the existing residential communities on the south side of Fall Creek. The developer has discussed the general traffic impacts for the PUD with TDOT, Rutherford County, Wilson County, and the Town of Smyrna and is committed to constructing improvements for roadway capacity and adequate level of service, such auxiliary lanes and traffic signals as determined or warranted by a traffic impact analysis.

ENTRY FEATURES/MONUMENTATION/SIGNAGE

Entry features, monumentation, and signage shall match the architecture of the development, and be coordinated with the landscaping for the project. Any freestanding sign constructed within the development shall be constructed in a monument style, that is, signs that have a skirt or dressed base enclosing the structural members that support the sign. Such skirting or dressing shall mean the enclosing of the structural members with material such as brick, stone, or decorative masonry. Any temporary sign must be approved by the proper permitting process before being installed. Any wall mounted signs will be required to be designed appropriately to match the exterior of the applicable building. The requirements for all signs within the PUD shall be governed by the requirements of the Town of Smyrna Sign Ordinance and as modified per the signage standards included in the PUD.

ARCHITECTURAL REQUIREMENTS

All construction within the Fall Creek Commerce Center PUD shall comply with the requirements of the Town of Smyrna Zoning Ordinance, Subdivision Regulations, Design Review Manual, Land Development Handbook, and the standards contained herein.

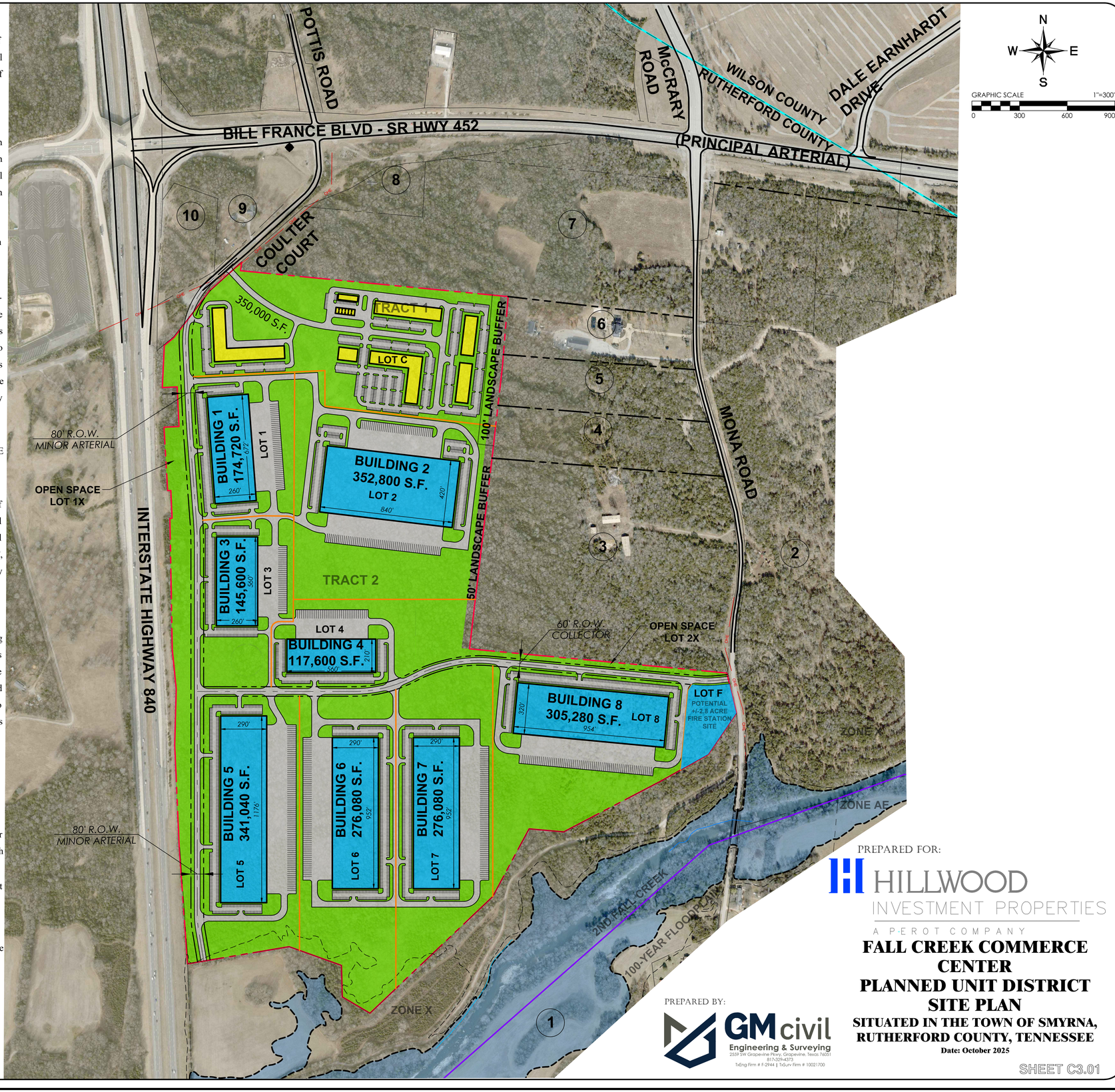
EXTERIOR LIGHTING

All exterior lighting within the Fall Creek Commercial Center PUD must conform with the Town of Smyrna lighting regulations for the I-2 Tract 2, including height of the pole mounted fixture, the use of 90-degree fixtures, and proper lighting luminaires for each area to be served. Lighting for the I-2 Tract 2 shall not exceed thirty-five (35) feet in height.

Lighting for the C-2 Tract 1 shall not exceed a pole height of twenty-two (22) feet in height. No light pollution on adjacent properties is allowed. The style of fixtures shall be compatible with the character of the commercial buildings.

EMERGENCY/FIRE SERVICES

As part of Fall Creek Commercial Center PUD, the developer will coordinate with the Town of Smyrna to provide an approximate 3.0 acre site as shown, to increase the Town of Smyrna's emergency response and fire services for the 840 Gateway.



PREPARED FOR:

HILLWOOD INVESTMENT PROPERTIES
A PEROT COMPANY

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
SITE PLAN

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

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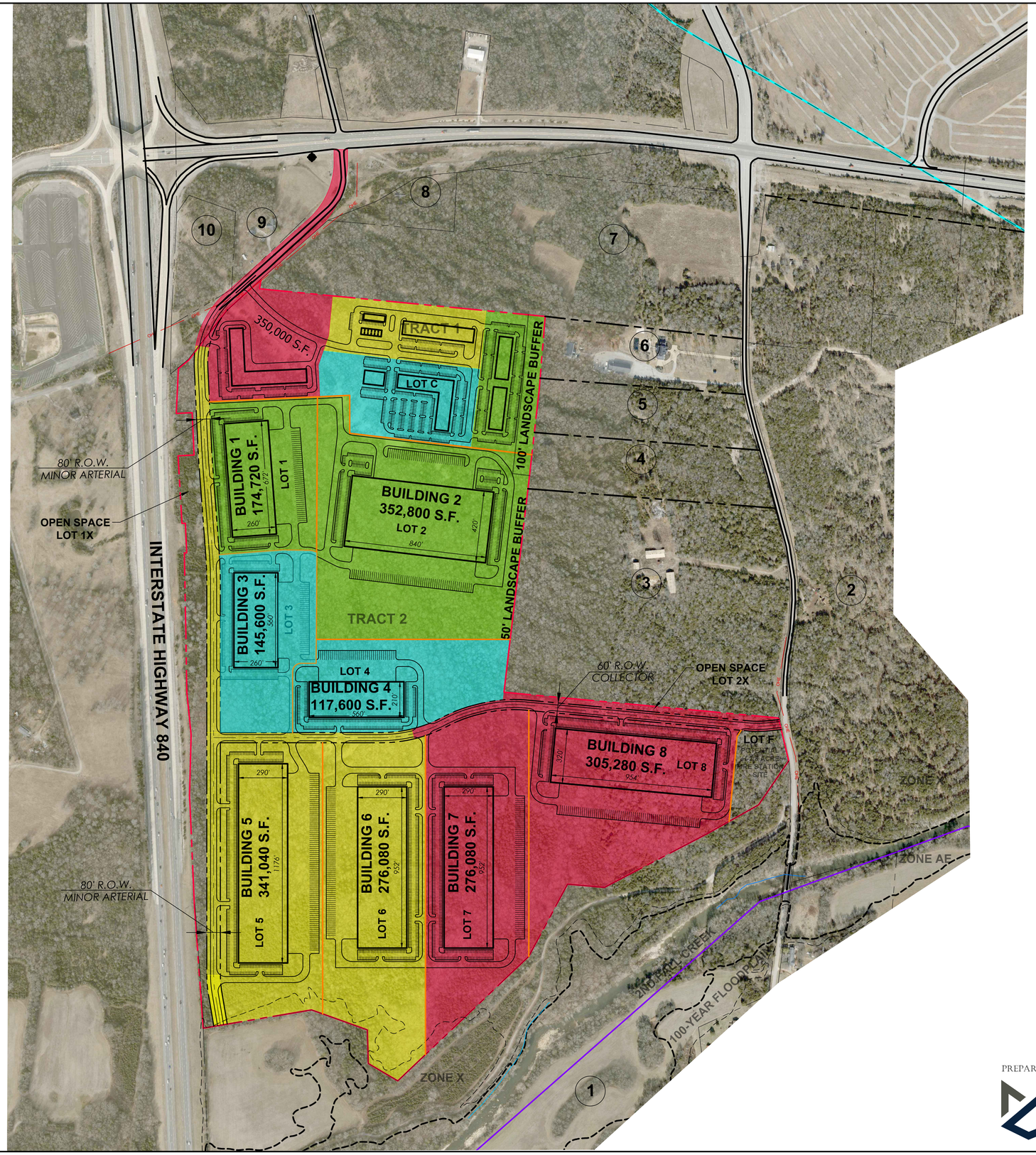

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CONSTRUCTION SCHEDULE/PHASING

Development and construction of the Fall Creek Commercial Center PUD will be dictated by market conditions, and completion of water, sewer, and gas infrastructure to serve the development. However, it is generally anticipated that the building construction schedule will be as indicated. Fall Creek Commercial Center PUD is anticipated to take ten or more years for build out, with an average 18-24 month duration between the start of each phase.

At the time of site plan for the respective phases, a traffic impact study shall be provided to demonstrate roadway capacity and level of service for intersections to determine the necessary roadway improvements. Should the results of the traffic impact study vary from the phase map provided requiring additional roadway improvements or connectivity, the traffic impact study recommendations shall govern.

FALL CREEK COMMERCE CENTER PUD SITE DATA

LOT NUMBER	LOT AREA (Ac.)	BUILDING NUMBER & TYPE	BUILDING AREA S.F.	CONSTRUCTION PHASE
C	32.23	TOTAL COMMERCIAL	350,000	
	-	HOTEL & RETAIL	100,000	PHASE 1
	-	RETAIL	30,000	PHASE 2
	-	HOTEL & RETAIL	70,000	PHASE 3
	-	REMAINDER COMMERCIAL	150,000	PHASE 4
F	2.78	FIRE STATION	-	
		INDUSTRIAL		
1	12.60	1	174,720	PHASE 4
2	33.29	2	352,800	PHASE 4
3	12.56	3	145,600	PHASE 3
4	13.89	4	117,600	PHASE 3
5	22.32	5	341,040	PHASE 2
6	25.23	6	276,080	PHASE 2
7	23.78	7	276,080	PHASE 1
8	24.89	8	305,280	PHASE 1
1X	8.39	OPEN SPACE	-	
2X	1.23	OPEN SPACE	-	
ROW	12.06	ROW	-	
TOTAL	225.25	TOTAL	1,989,200	

PREPARED FOR:

HILLWOOD INVESTMENT PROPERTIES

A PEROT COMPANY

FALL CREEK COMMERCE CENTER PLANNED UNIT DISTRICT PHASE MAP

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

PREPARED BY:

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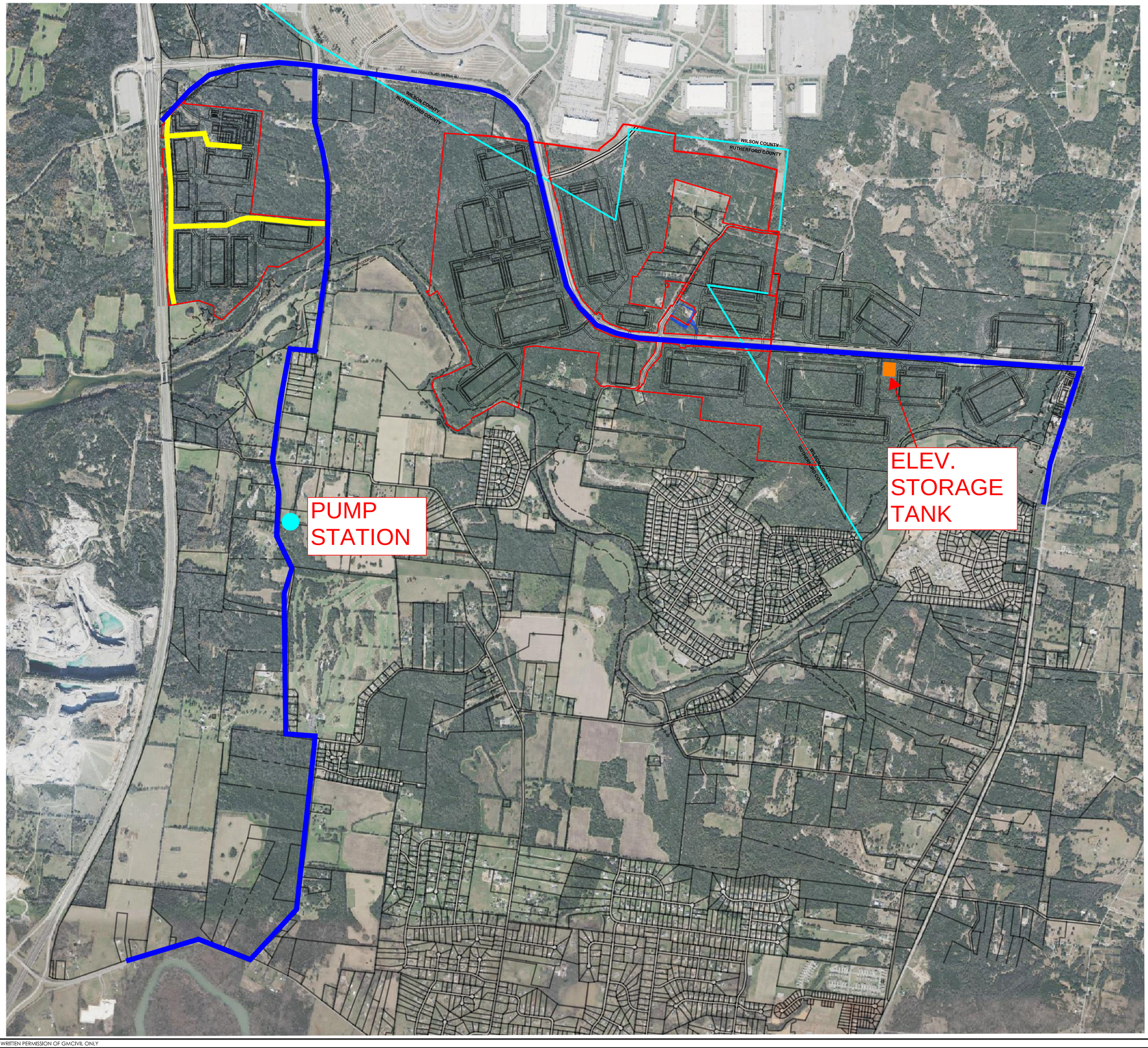

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LEGEND

DEVELOPER ON-SITE CUD WATER

OFF-SITE CUD WATER

ELEVATED STORAGE TANK

PUMP STATION

The minimum fire flow shall be 2,000 GPM at 20 PSI with a sprinkler reduction for the subject property.

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WATER UTILITY LAYOUT
FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT

SITUATED IN THE

TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
DATE: OCTOBER 2025

SHEET C4.01

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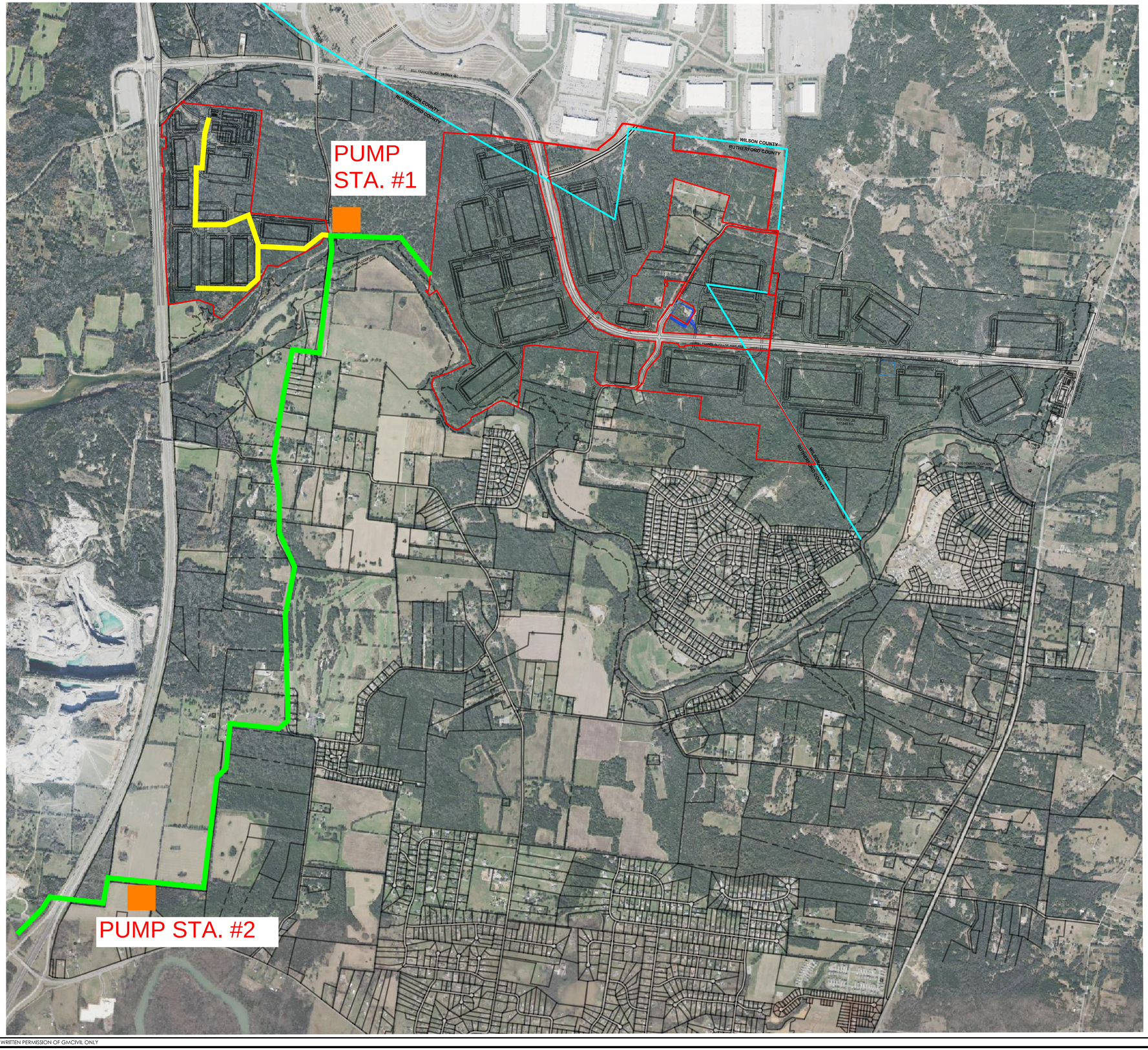

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LEGEND

DEVELOPER ON-SITE PUBLIC SEWER

OFF-SITE PUBLIC SEWER

PUMP STATION

PREPARED BY:

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INVESTMENT PROPERTIES
A PEROT COMPANY

SEWER UTILITY LAYOUT
FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT

SITUATED IN THE

TOWN OF SMYRNA,
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DATE: OCTOBER 2025

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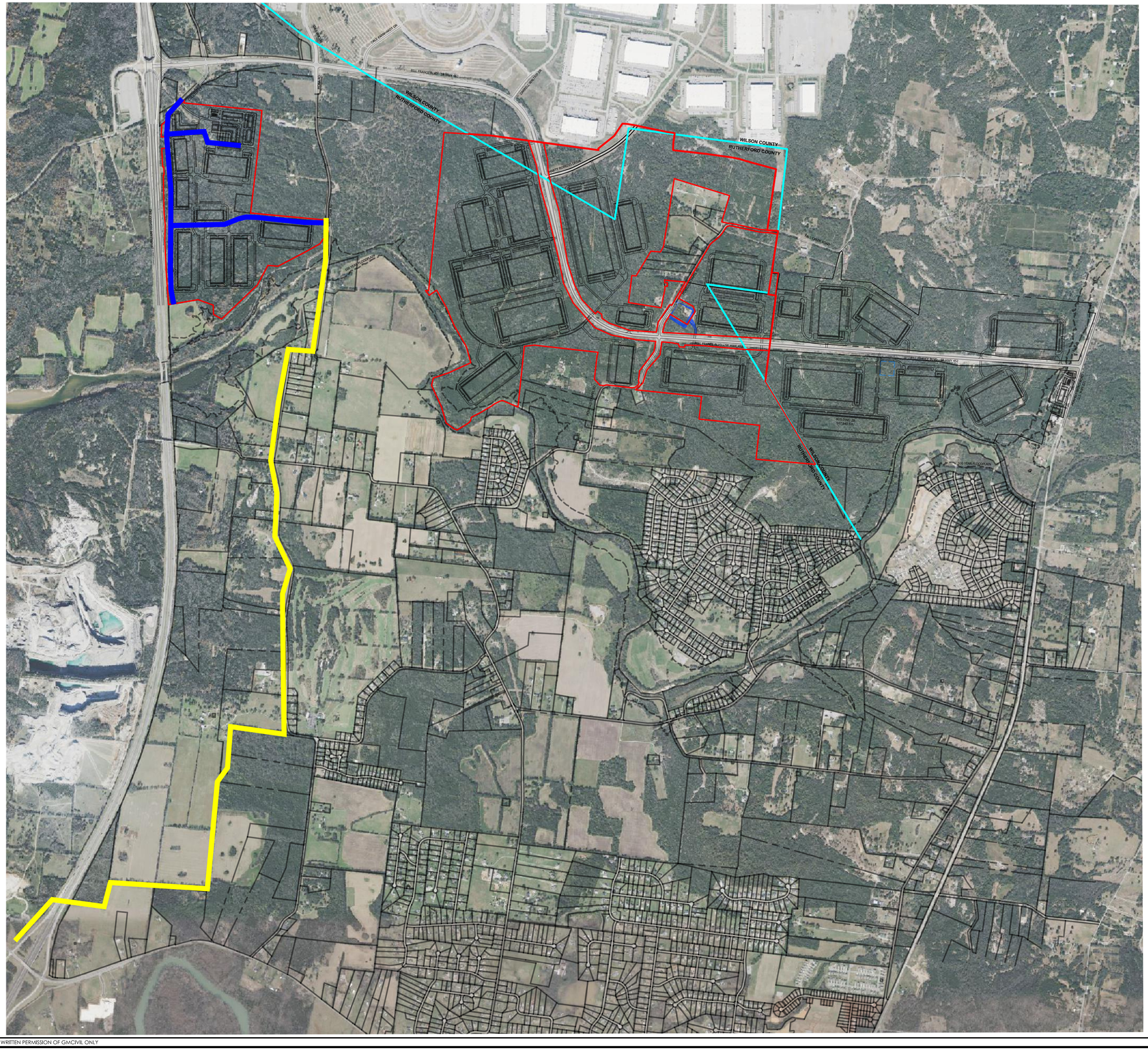

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GRAPHIC SCALE 1"=1000'
0 1000 2000 3000

LEGEND

DEVELOPER ON-SITE PUBLIC GAS

OFF-SITE PUBLIC GAS

PREPARED BY:

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PREPARED FOR:

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GAS UTILITY LAYOUT
FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT

SITUATED IN THE

TOWN OF SMYRNA,
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DATE: OCTOBER 2025

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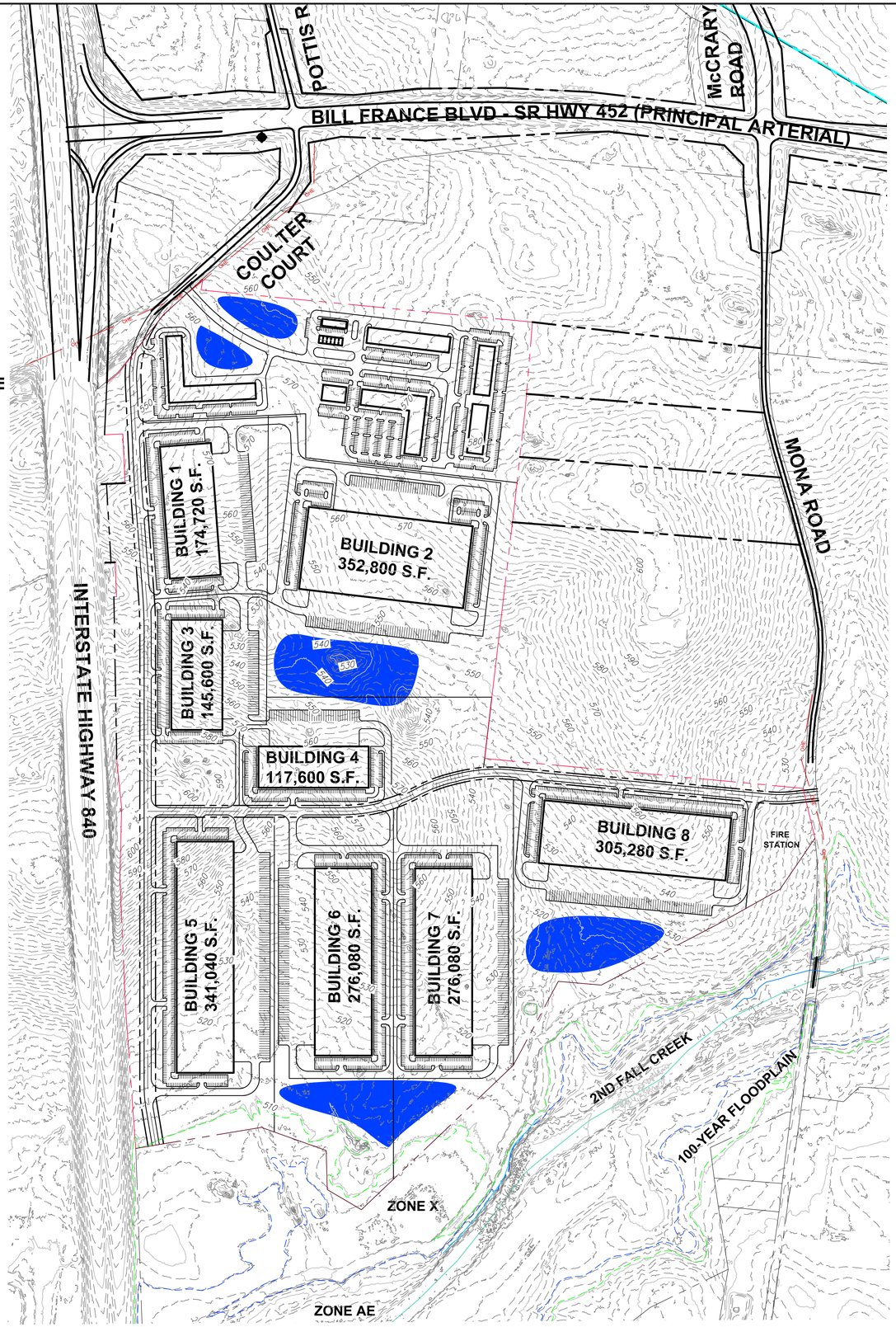
LEGEND

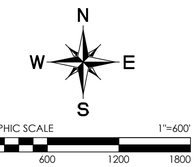
STORMWATER DETENTION

NOTES:

STORMWATER IMPROVEMENTS FOR FALL CREEK COMMERCE CENTER P.U.D. SHALL BE PROVIDED PER THE TOWN OF SMYRNA STORMWATER MANAGEMENT ORDINANCE AND THE TOWN OF SMYRNA SUBDIVISION REGULATIONS.

STORMWATER DETENTION LOCATIONS SHOWN ARE APPROXIMATE AND SUBJECT TO REVISION BASED ON A FINAL DRAINAGE/DETENTION ANALYSIS AND FINAL SITE PLANS.





FLOODPLAIN AND STORM WATER

The proposed Fall Creek Commerce Center PUD development shall be responsible for the installation of storm drainage facilities to serve the subject property. Detailed design of pipe systems, storm water detention facilities, and downstream analysis shall be provided at the time of site plan or subdivision plat review to the Town of Smyrna. Any stormwater detention facilties that are determined through final design will be designed to mitigate the 100-year frequency storm event for the proposed conditions to the pre-existing conditions discharge for the subject property.

Any floodplain reclamation from Fall Creek within the property will require a detailed hydrologic/hydraulic analysis and permitting through the Town of Smyrna, Rutherford County, and FEMA.

Construction storm water permits shall be obtained from TDEC and the Town of Smyrna prior to any earthwork activities on the subject property. Phases of construction that exceed 50 acres of disturbed area shall comply with the Tennessee General NPDES Permit No. TNR10000 Part 5.5.3.3.

On-site drainage systems will be provided to convey discharge to storm water detention facilities and adequate outfall locations.

The Fall Creek Commerce Center Developer will coordinate with the local residents to identify existing storm water and flooding issues along the SR 452/Fall Creek corridor, and determine if there are additional improvements that can potentially be made within the limits of the Fall Creek Commerce Center property to mitigate or improve the conditions.

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PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

FALL CREEK COMMERCE CENTER PLANNED UNIT DISTRICT STORMWATER EXHIBIT

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

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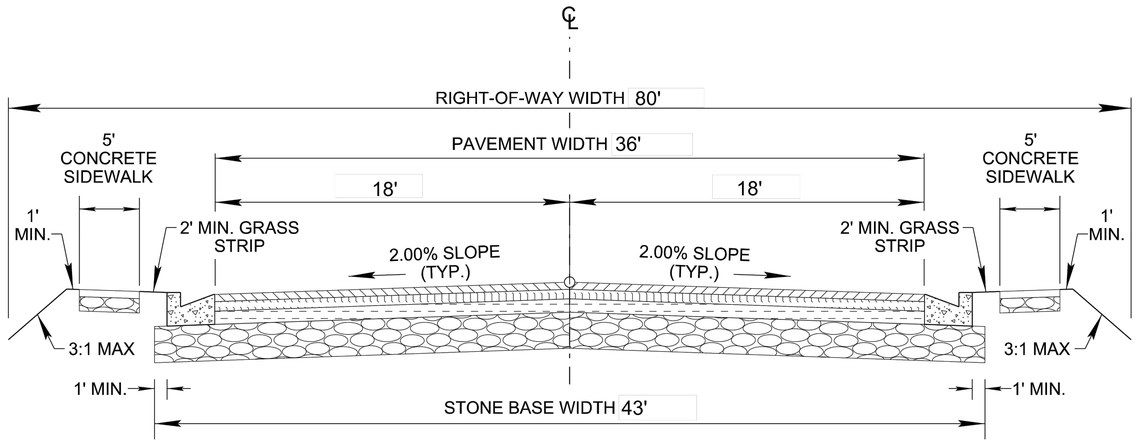

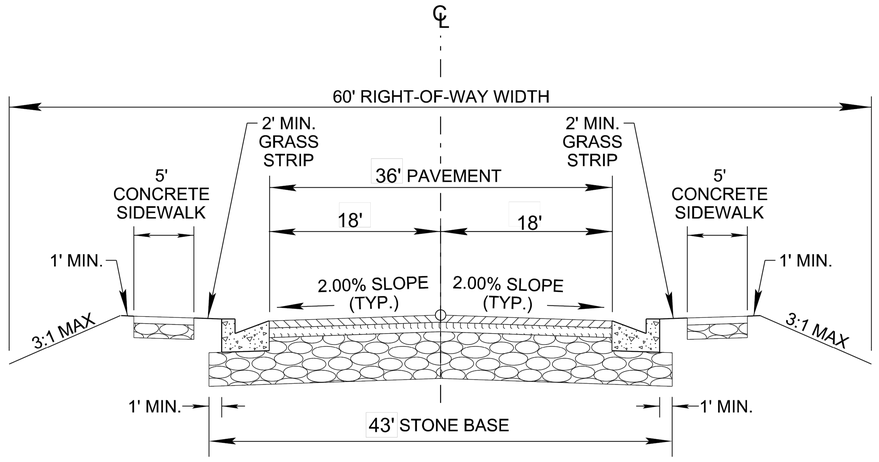

MINOR ARTERIAL			
NUMBER OF LANES	PAVEMENT WIDTH	STONE BASE WIDTH	MIN. R.O.W. WIDTH
3-LANE	36	43	80

MINOR ARTERIAL & COLLECTOR ROAD STREET SECTIONS

PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

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ROADWAY IMPROVEMENTS
FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
SITUATED IN THE TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
Date: October 2025

SHEET 4.05

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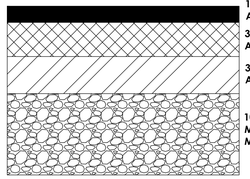
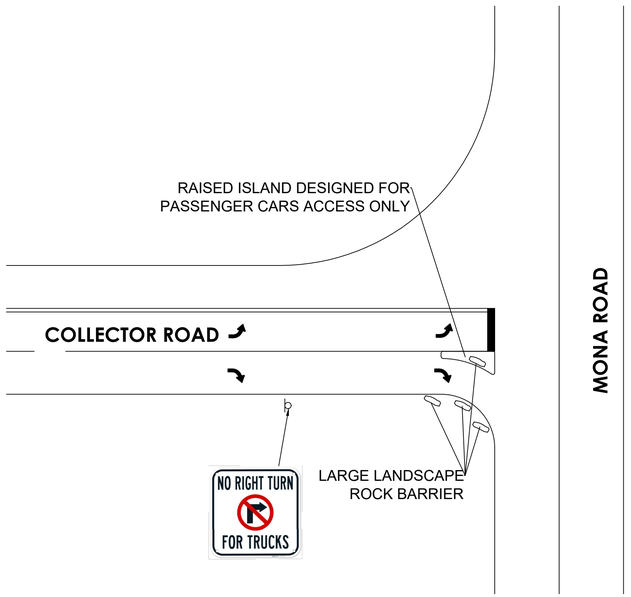
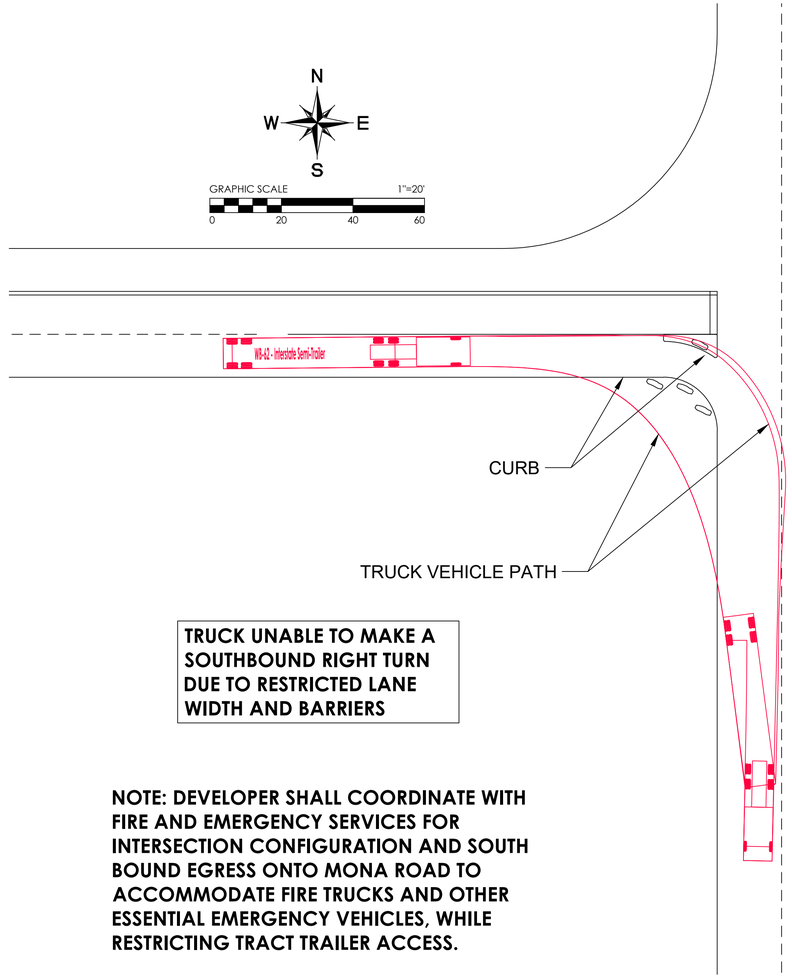
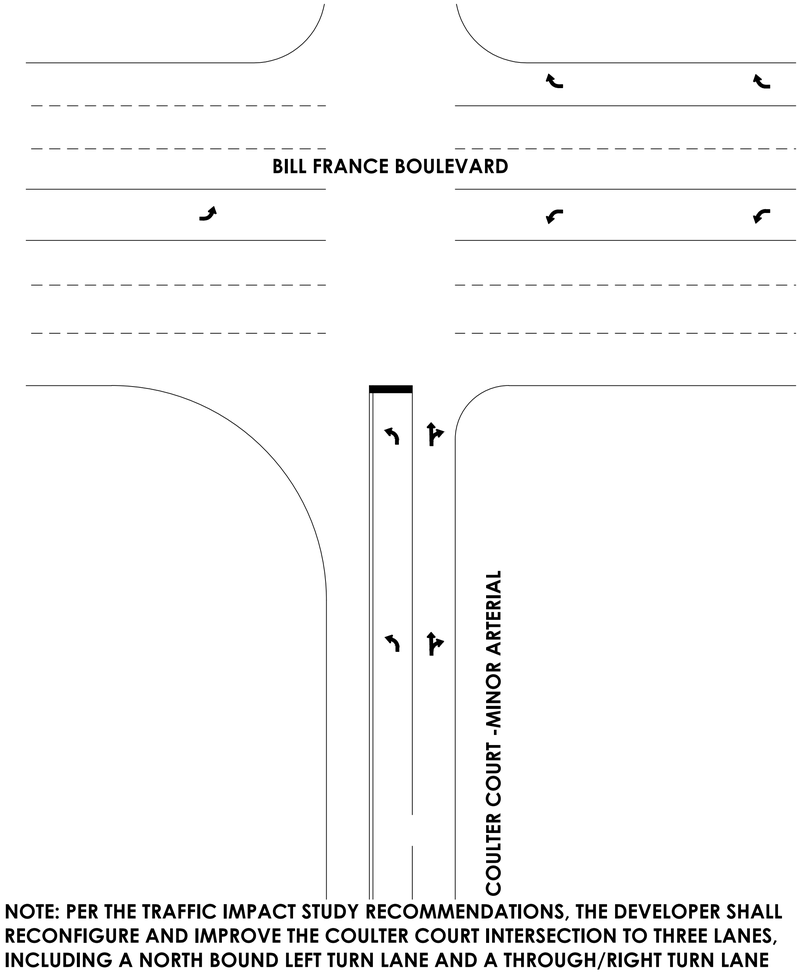


MONA ROAD SHOULDER DETAIL





MONA ROAD/COLLECTOR - TRUCK TRAFFIC RESTRICTION IMPROVEMENTS



COULTER COURT - INTERSECTION IMPROVEMENTS

TRAFFIC IMPACT STUDY RECOMMENDATIONS & ADDITIONAL ROADWAY IMPROVEMENTS

1) The intersection of Bill France Boulevard and IH-840 is predict4ed to have an overall LOS of "B" at build out of Fall Creek Commerce Center Tract 1 and Tract 2. No signal warrants were met at build out. Therefore, the intersection is expected to remain a flashing red signal.
2) Coulter Court should be widened and improved to a three lane roadway with a north bound left turn lane and a north bound through/right turn lane and extended into the Fall Creek Commerce Center development. The Coulter Court intersection and extension improvements shall be commensurate with the development of the C-2 Commercial Tract Phase 1 or the I-2 Light Industrial Tract Phase 2 (Buildings 5 & 6), or whichever occurs first.
3) At full build out (Phase 4) of Fall Creek Commerce Center, the intersection of Bill France Boulevard and Coulter Court is predicted to operate at a LOS of "E/F". The signal warrant analysis for this intersection indicates that warrants will be met at build out and a signal will be needed at the intersection. It should be noted that 72% of the traffic from Fall Creek Commerce Center is generated by the commercial/retail tract. Therefore, the intersection should be monitored as development occurs.
4) No improvements to Mona Road are recommended from the Traffic Impact Study results. However, the developer will be responsible for testing the existing pavement section to determine if any pavement section improvements are needed to support truck traffic north of Fall Creek. The developer shall construct two foot wide shoulders along Mona Road north of Fall Creek to Bill France Boulevard to support truck traffic. Mona Road improvements shall be commensurate when the first building permit is approved in Phase 1.
5) Developer shall install "No Truck Traffic" signage at the intersection of Mona Road and Jefferson Pike.

PREPARED BY:
GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

PREPARED FOR:
HILLWOOD
INVESTMENT PROPERTIES
A P-EROT COMPANY

ROADWAY IMPROVEMENTS
FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
SITUATED IN THE TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
Date: October 2025

E:\2501.4 Hillwood Rollins\PRELIM SHEETS \Smyrna\MONA ROAD INTERSECTION.dwg

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LANDSCAPE

The Subdivision Regulations, Zoning Ordinance, Land Development Handbook, and the Design Review Manual for the Town of Smyrna shall apply to the development of this Property, except as modified herein. The proposed Fall Creek Commerce Center PUD is responsible for installing landscaping in accordance with the Town landscape regulations. Detailed landscape design, including streetscape and buffering will be provided with the final site plan submittal to the Town.

A 50' wide preservation buffer shall be located around the perimeter of the property where shown on the site plan and the adjacent landscape exhibit. The buffer will consist of existing and supplemental landscaping where needed as determined by the Town, limits of grading and site work, and existing tree information. The supplemental landscaping will consist of native and well-adapted species and will be a combination of evergreen and hardwood trees and large shrubs. The selected species shall mimic the regional landscape and use native species found on-site when possible.

Site landscaping shall comply with the Town of Smyrna landscape regulations. Landscape shall screen utilities and refuse enclosures where possible. Views from the public rights-of-way shall be enhanced with landscaping when viewing the proposed buildings, parking, drives, and truck court areas.



PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

PREPARED BY:

BPD
BLAIR PARKER DESIGN
landscape architecture | LID | master planning
www.blairparkerdesign.com
901.767.6555

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
LANDSCAPE EXHIBIT

SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: November 2025

SHEET L1.01

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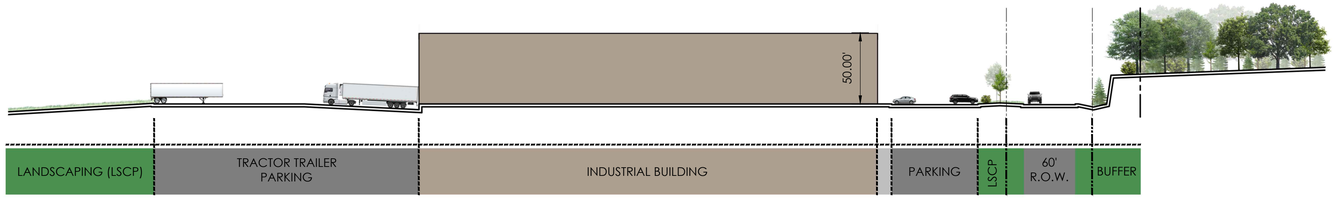
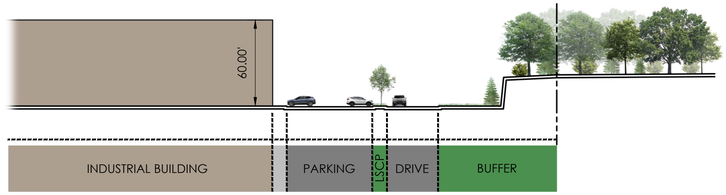
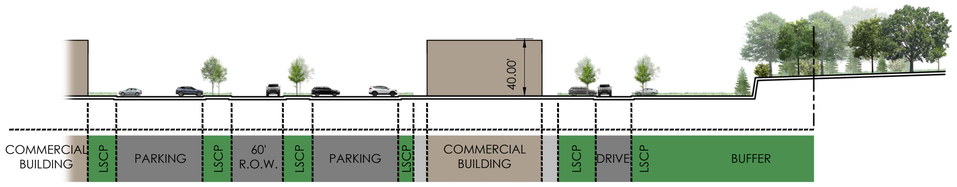
KEY MAP **SCALE: 1" = 200'**



SECTION A - SOUTH TO NORTH **SCALE: 1" = 50'**



SECTION B - WEST TO EAST **SCALE: 1" = 50'**



SECTION C - WEST TO EAST **SCALE: 1" = 50'**









LANDSCAPE BUFFER VEGETATION EXAMPLES

CONCEPTUAL LANDSCAPE SECTIONS

These landscape sections are provided to illustrate the 50' buffer for the project and how it will soften the views of the proposed Fall Creek Commerce Center from the neighbors. The existing vegetation will adequately buffer the proposed developments from the residential areas. The existing canopy is a mixture of hardwoods and evergreens with dense secondary growth. Additional landscape will be added if needed to provide a dense vegetative buffer. The supplemental landscape will match the existing regional plantings to insure long-term viability and buffering.

Images of proposed supplemental buffer vegetation are provided on this sheet. These plants may include the following: Arborvitae, Holly, Magnolia, Pine, Cedar, and hardwood trees. Additional species may be included. Final buffer design and supplemental landscaping will be reviewed on a site-by-site basis during the plans approval process.

PREPARED BY:
BPD
BLAIR PARKER DESIGN
landscape architecture | LID | master planning
www.blairparkerdesign.com
901.767.6555

PREPARED FOR:
HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

FALL CREEK COMMERCE CENTER
PLANNED UNIT DISTRICT
LANDSCAPE BUFFERS
SITUATED IN THE TOWN OF SMYRNA, RUTHERFORD COUNTY, TENNESSEE

Date: October 2025

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RESOLUTION

A RESOLUTION ADOPTING A PLAN OF SERVICE FOR THE ANNEXATION OF CERTAIN AREAS BY THE TOWN OF SMYRNA, TENNESSEE.

WHEREAS, TCA 6-51-102 (a) (2) as amended May 19, 1998, requires that a Plan of Service be adopted by the governing body of a municipality for areas where an annexation ordinance was not final on November 25, 1997.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF SMYRNA, TENNESSEE, AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described below, the following plan of service:

452 Properties, LLC
W. Jefferson Pike/Mona Road

Tax Map 11, Parcel 5.00, owned and requested by 452 Properties, LLC. Bordered on the west by the right of way of I-840; on the south by the U.S. Army Corps of Engineers; on the east by the existing right-of-way of Mona Road, Parcel 4.03, owned by Nashville Speedway USA, Inc., Parcels 4.01 and 4.02, owned by CP Logistics Lebanon VI, LLC, and Parcel 4.00, owned by Fernando Martinez Mixteca; and on the north by Parcel 2.00, owned by Glendon Jay Barrett, and the right-of-way of Coulter Court. Area annexed contains approximately 226.33 acres.

The annexation includes the annexation of the existing rights-of-way of the following public roads:

SR 266/W. Jefferson Pike: approximately 5,200 linear feet from the existing Town limits to the intersection with Mona Road;

Mona Road: approximately 22,300 linear feet from the intersection with SR 266/W. Jefferson Pike northward.

A. Water

Water services will be provided by the Consolidated Utility District. Estimated costs from the will serve letter issued by CUD are included in the appendix to this plan of services.

B. Wastewater

Wastewater services will be provided by the Town of Smyrna upon extension of the wastewater mains by the property owner. Estimated costs are included in the appendix to this plan of services.

C. Streets

1. Emergency maintenance of streets (repair of hazardous chuck holes, measures necessary for traffic flow, etc.) will begin on the effective date of annexation.

2. Routine maintenance, on the same basis as in the present Town limits, will begin in the annexed areas when funds from the State gasoline tax based on the annexed population are received.

3. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the

governing body, will be accomplished under current policies of the town.

Estimated costs are included in the appendix to this plan of services.

D. Planning and Zoning

The planning and zoning jurisdiction of the Town of Smyrna will extend to the annexed area on the effective date of annexation. Town planning will thereafter encompass the annexed areas.

E. Street Lighting

Street lights will be installed in substantially developed areas within approximately 18 months after the effective date of the annexation, under the standards currently prevailing in the existing Town limits. Estimated costs are included in the appendix to this plan of services.

F. Recreation

Residents of the annexed areas may use all existing libraries and parks, etc., on and after the effective date of annexation.

G. Street Name Signs

Street name signs where needed will be installed within approximately 18 months after the effective date of annexation.

H. Fire Protection

Fire protection by the present personnel and equipment of the Smyrna Fire Department will be provided on and after the effective date of annexation. Additional personnel and equipment will be provided, if needed, to maintain current standards. Estimated costs are included in the appendix to this plan of services.

I. Police Protection

Police patrol and response to calls by the Smyrna Police Department will be provided on and after the effective date of the annexation. Police services will be provided with existing personnel and additional personnel will be provided, if needed, to maintain current standards. Estimated costs are included in the appendix to this plan of services.

J. Traffic Control

Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

K. Refuse Collection

Refuse collection and disposal services shall continue to be provided by private contracts with individual residents.

L. Inspection Services

Any inspection services now provided by the Town of Smyrna will begin in the annexed area on the effective date of the annexation.

Section 2. This Resolution shall be effective from and after its adoption.

ADOPTED THIS ____TH DAY OF OCTOBER, 2025

TOWN OF SMYRNA, TENNESSEE

_____
Mary Esther Reed, Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

452 Properties

Plan of Services Appendix

Introduction

The Town of Smyrna has received a request for annexation from 452 Properties for a parcel of land located on Mona Road, further referenced by Rutherford County Tax Map 11, Parcel 5.00, containing approximately 226.33 acres. The same owner has an additional parcel of land that is located on Bill France Boulevard and Powell's Chapel Road, further referenced by Tax Map 11, Parcel 6.00. It is anticipated that if the Town chooses to annex Parcel 5 that the portion of Parcel 6.00 that lies within the Town's Urban Growth Boundary would also be requested for annexation. The portion of that parcel that lies within the Town's UGB is 594.2 acres.

Estimated expenditures were developed through a review of the Town's FY 25-26 budget and discussions with various town department heads. Estimated revenues were based on the current Town property tax rate and a review of the records of the Rutherford County Property Assessor and current adopted impact fee rates. Table 1 provides a summary of this information.

Table 1		
Area, Street Mileage, Population, and Assessed Property Valuations		
Description	Current Request	Potential Request
Area (estimated acreage)	225.25	594.2
Street Mileage	5.2	3.9
Population	0	0
Residential and Farm Properties		
Number of Residences	0	0
Number of Vacant Properties	1	1
Total Assessed Valuation	$221,250.00	$786,775.00
Commercial and Industrial Properties		
Number of Parcels	0	0
Total Assessed Valuation	$0.00	$0.00

Municipal Costs and Services

The estimated costs for serving the proposed annexed properties are based on service to the properties with the proposed development plan when the properties are fully developed. At this time, the full development of the project is anticipated to take between fifteen (15) and twenty (20) years. Table 2 shows a summary of the annual expenditures.

General Government

There is not expected to be any increased cost in general government services to serve these properties.

Police Protection

The estimated cost to provide police protection services would include adding up to 2 additional patrol zones, which translates to 6 officers to cover 3 shifts, as well as 1 detective and 1 traffic officer. The estimated cost for 8 additional personnel would be $750,000 for salaries and benefits, and an additional $700,000 for equipment.

Fire Protection

Annexation of the currently requested parcel would not necessitate construction of an additional fire station. However, annexation of the potential additional parcel would require such construction as the distance to the nearest station would exceed 5 miles. The estimated cost to provide fire protection services in that scenario would include construction of a new station at a minimum cost of $15 million with two apparatus at a cost of $3 million. Additional personnel needed would be 3 for 3 shifts for a total of 9 at a cost of $1 million. The developer has committed to provide land for a new fire station.

Refuse Collection/Disposal

The Town does not provide this service currently, and it is not anticipated that this will change. The cost to the Town for this service would be $0, as it would be handled by private companies.

Street Maintenance

The streets proposed to be annexed will require expenditures for street maintenance and improvements. The cost to mill and resurface 7.2 miles of existing County roads would be $192,133, based on $25.27 per linear foot at 22 feet wide. This cost was derived using the current bid for milling and resurfacing. To annualize that cost, it would be $19,213 based on a 10 year resurfacing schedule. There would be an additional cost of approximately $14 million if the Town were to upgrade the existing County roads with shoulders. Rutherford County has a BRZ bridge replacement agreement with TDOT to replace a substandard bridge on Mona Road over Fall Creek. Based on discussions with TDOT, if the Town were to annex Mona Road the

grant would be transferred to the Town for the bridge replacement. The schedule from TDOT regarding this bridge replacement shows that it is expected that construction will begin in Fall 2028. An existing low-water bridge on Powell's Chapel Road would need to be replaced in the future as well.

Street Lights

The Town typically takes over lights that have been installed by a developer. The annual expense for one street light is approximately $111. For purposes of this study, the estimated expense was derived by estimating one street light for every 300' of road frontage along the existing roadways. This would translate to approximately 160 new street lights for 9.1 miles, which would mean an annual cost of $17,760.

Parks and Recreation

As there are no residential structures in the area being considered for annexation and no residential development is anticipated, it is not estimated that there will be additional expenditures for parks and recreation.

Water and Wastewater

This area lies within the service boundary of Consolidated Utility District. CUD has provided a will serve letter detailing the necessary improvements to serve the proposed development with water. These include $6.6 million for a new water storage tank, $4.9 million for a new pump station, and $26.5 million for new water main installation. The developer is responsible for up to 90% of the water tank and water main installation and up to 85% of the cost of the pump station installation. There would be no cost to the Town for these services.

The cost for wastewater services is approximately $10 million in construction costs to extend the necessary sewer mains and installation of sewer lift station along Fall Creek along with approximately $435,000 in easement acquisition cost. The developer would bear the cost of construction of the main while the Town would acquire the easements. Capacity fees would be collected based on the proposed usage of the buildings, and monthly charges would cover the annual costs to serve the area. An evaluation of this development and its' impact to the wastewater treatment plant capacity is currently being undertaken by the Utilities Department but is not complete at the time this plan of services is being written.

Table 2		
Estimated Annual Expenditures		
Function		**Estimated Cost**
General Government		$0.00
Police		$750,000.00
Fire		$1,000,000.00
Refuse Collection/Disposal		$0.00
Street Maintenance		$19,213.00
Street Lights		$17,760.00
Parks and Recreation		$0.00
Total Estimated Annual Expenditures		$1,786,973.00
Water		$0.00
Wastewater		$0.00
Total Water and Wastewater Expenditures		$0.00
Total Estimated Annual Expenditures		$1,786,973.00

Municipal Revenues

The Town of Smyrna would receive revenues from a variety of sources to apply to the costs of providing services to this area. Table 3 provides estimates of revenue sources.

Property Taxes

Property taxes were estimated by utilizing the records of the Rutherford County Property Assessor's Office. The assessed value was determined by applying the 25% percentage to the properties as they are currently vacant tracts. The Town's present property tax rate ($.5257/$100 of assessed value) was applied to arrive at the estimates shown in Table 3.

Local Sales Tax

Local sales tax revenue would be $0 until the point when the area proposed to be developed with commercial buildings becomes active. After that point, local sales tax would be collected, but it is difficult to provide an estimate until uses are identified.

State Shared Taxes

The State of Tennessee shares revenue from seven different taxes with local governments on a per capita basis. These include State Sales Tax at $125.75, Gasoline and Motor Fuel at $36.00, Special Petroleum Tax at $1.83, State Beer Tax at $.44, TVA In-Lieu at $12.70, Gaming Tax at $2.10, and Transportaton Modernization at $.47. As there is no population in the area requested for annexation, the Town would not realize any additional revenue from the State from these seven taxes.

Water and Wastewater

The Town would receive no revenue for water. Wastewater revenues would be $0 until the property develops, which would be at least 2 years. It is difficult to estimate anticipated revenues without knowing the proposed building uses, but annual revenues would cover annual operating costs.

Impact Fees

The estimated revenues from impact fees have been calculated based on the proposed square footage within the development plan. The initial request includes 350,000 square feet of commercial space and 2,500,000 square feet of industrial space. These fees would be as follows:

Industrial - using the rate for Warehouse	
Road - $839/1,000 sq. ft.	$2,097,500
Public Safety - $167/1,000 sq. ft.	417,500
	$2,515,000

Commercial - using the rate for Retail/Commercial:	
Road - $4,194/1,000 sq. ft.	$1,467,900
Public Safety - $1,685/1,000 sq. ft.	589,750
	$2,057,650

For the future parcel, the proposed development plan shows 6,000,000 square feet of industrial space. The fees for those buildings would be as follows:

Industrial - using the rate for Warehouse	
Road - $839/1,000 sq. ft.	$5,034,000
Public Safety - $167/1,000 sq. ft.	1,002,000
	$6,036,000

In addition to the estimated revenues provided herein, the developer commissioned an economic impact study performed by an independent third-party. The one page summary of this study is attached.

Table 3		
Estimated Annual Revenues		
Source	**Current Request**	**Potential Request**
Property Taxes ($.5257)	$1,163.11	$4,136.08
Local Option Sales Tax	$0.00	$0.00
Business Tax	$0.00	$0.00
Wholesale Beer Tax	$0.00	$0.00
Permits, Fines, Etc.	$0.00	$0.00
Refuse Collection Fees	$0.00	$0.00
State Shared Taxes:		
Sales Tax ($125.75 per capita)	$0.00	$0.00
Gasoline & Motor Fuel ($36.00)	$0.00	$0.00
Special Petroleum Tax ($1.83 per capita)	$0.00	$0.00
State Beer Tax ($.44 per capita)	$0.00	$0.00
TVA In-Lieu ($12.70 per capita)	$0.00	$0.00
Gaming Tax ($2.10 per capita)	$0.00	$0.00
Transportation Modernization ($.47 per capita)	$0.00	$0.00
Total Estimated Annual Revenues	$1,163.11	$4,136.08
Water	$0.00	$0.00
Wastewater	$0.00	$0.00
Total Estimated Water and Wastewater Revenues	$0.00	$0.00
Total Estimated Annual Revenues	$1,163.11	$4,136.08

YOUNGER ASSOCIATES

BILL FRANCE BLVD DEVELOPMENT OPPORTUNITY

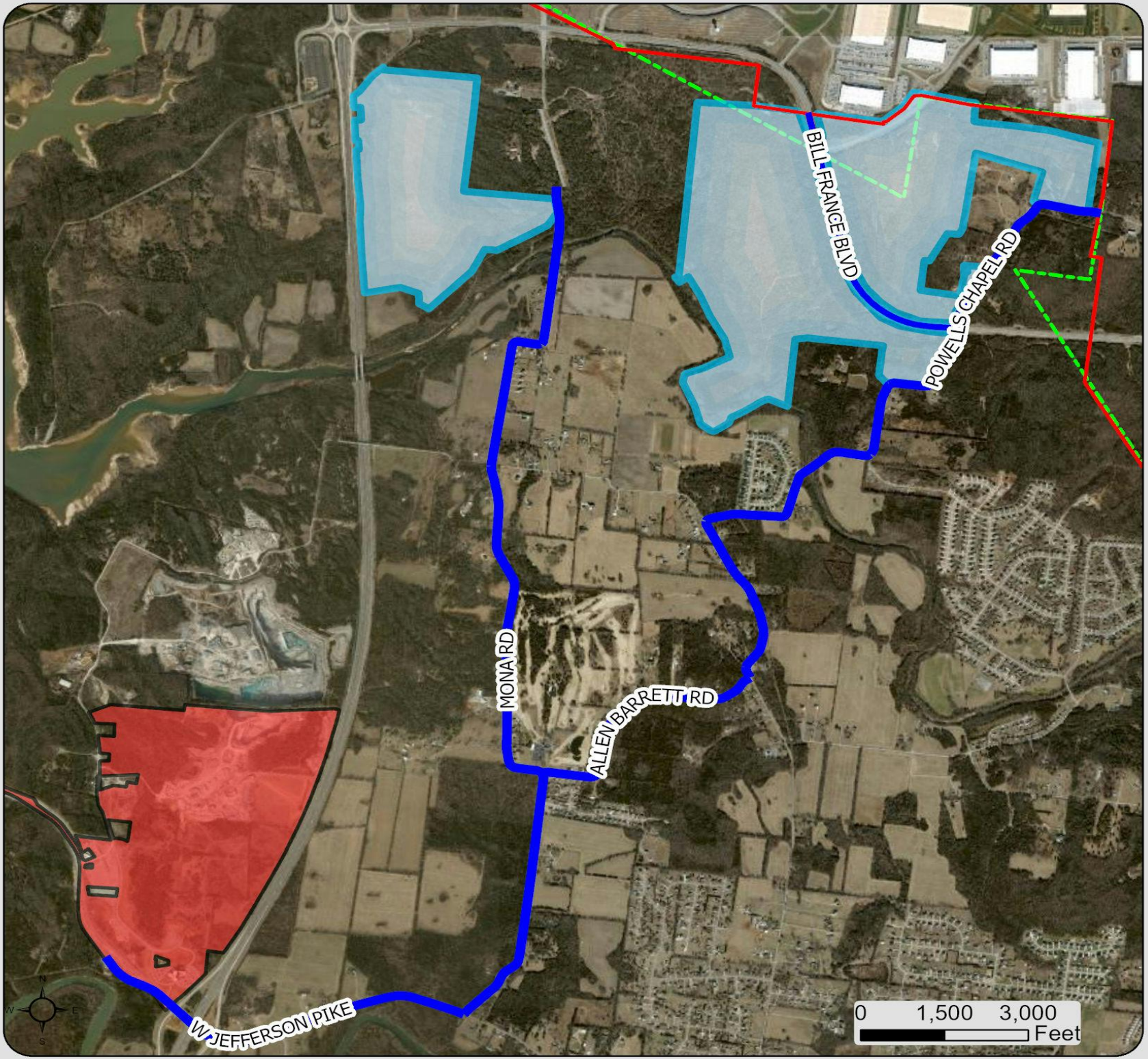
Economic Impact Analysis

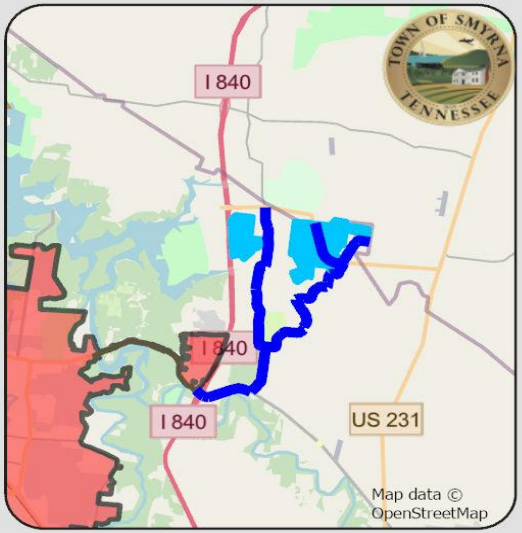
Key Findings - Town of Smyrna

Younger Associates was engaged by Hillwood to conduct an economic impact analysis of a proposed mixed-use development spanning approximately 1,435 acres located primarily in Rutherford County, TN, with a portion extending into Wilson County. The development includes industrial, warehouse, and distribution space, as well as a limited retail component. This analysis projects the economic contributions to the local economy of both the construction phase and the ongoing operations of the development. The summary below presents the projected annual impact, as well as cumulative impacts over the 25-year study period.

	Annual Impact At Full Operation	25-Year Impact
Economic Impact	$1.3 billion	$23.2 billion
Jobs Supported Direct & Indirect	5,815	5,815
Indirect Sales & Property Tax	$12.4 million	$107.3 million
Direct Sales Tax Town of Smyrna	$2.0 million	$28.5 million
Hotel Tax Town of Smyrna	$203,259	$2.9 million

Direct Property Tax	Town of Smyrna	
	Annual	25-Year
General Fund	$703,982	$12.5 million



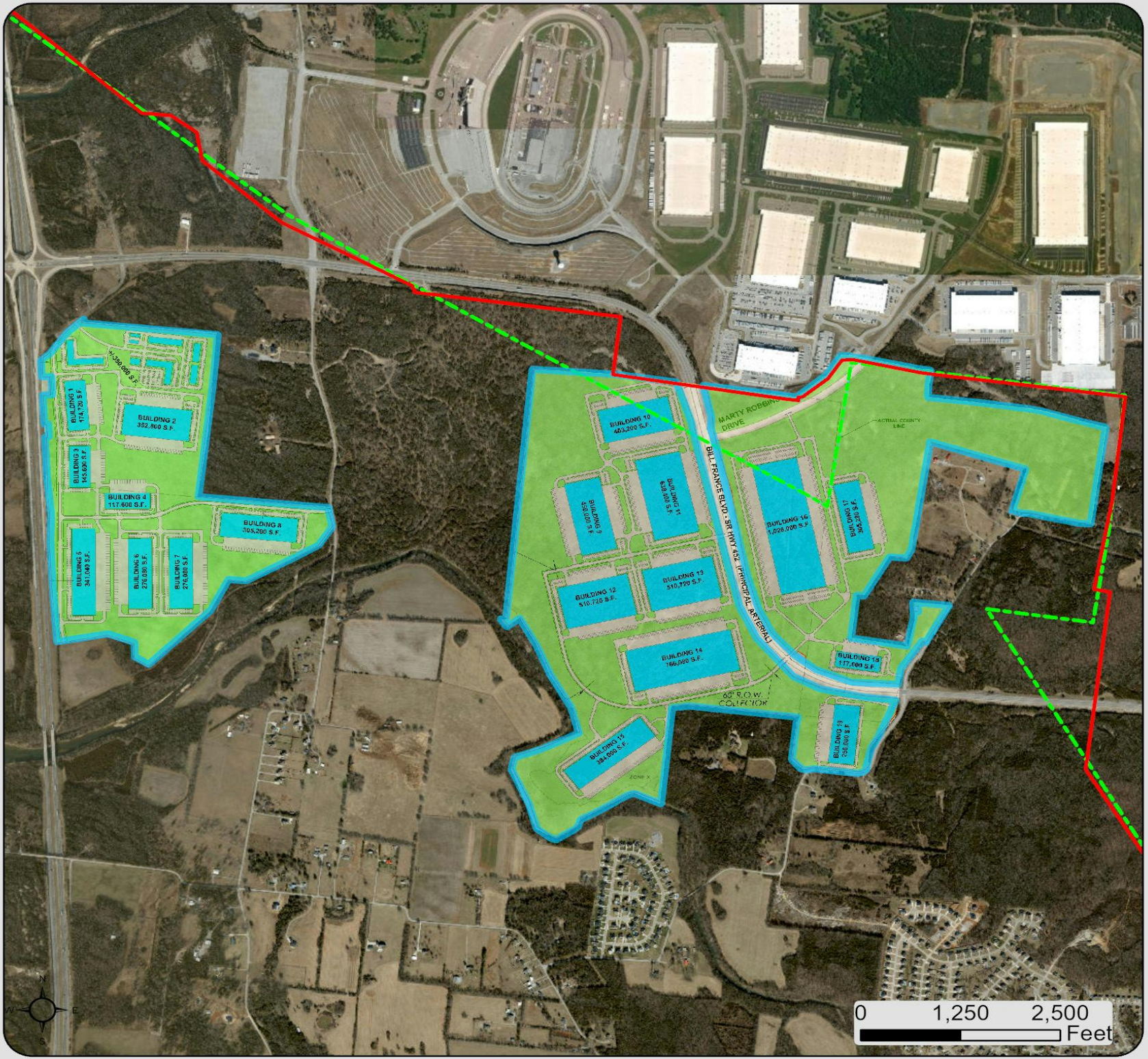


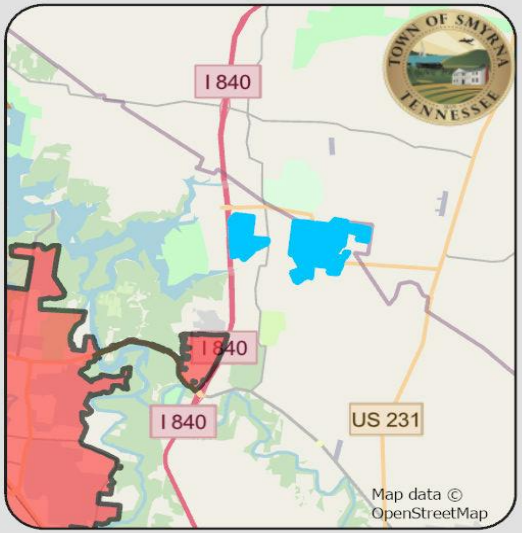
- Requested Parcels
- Wilson County Line
- Actual County Border
- Smyrna City Limits
- Streets to be Annexed

452 Properties LLC

Annexation & PUD Rezoning

Tax Map: 11
Parcels: 5.00, 6.00
Acres: 819.45



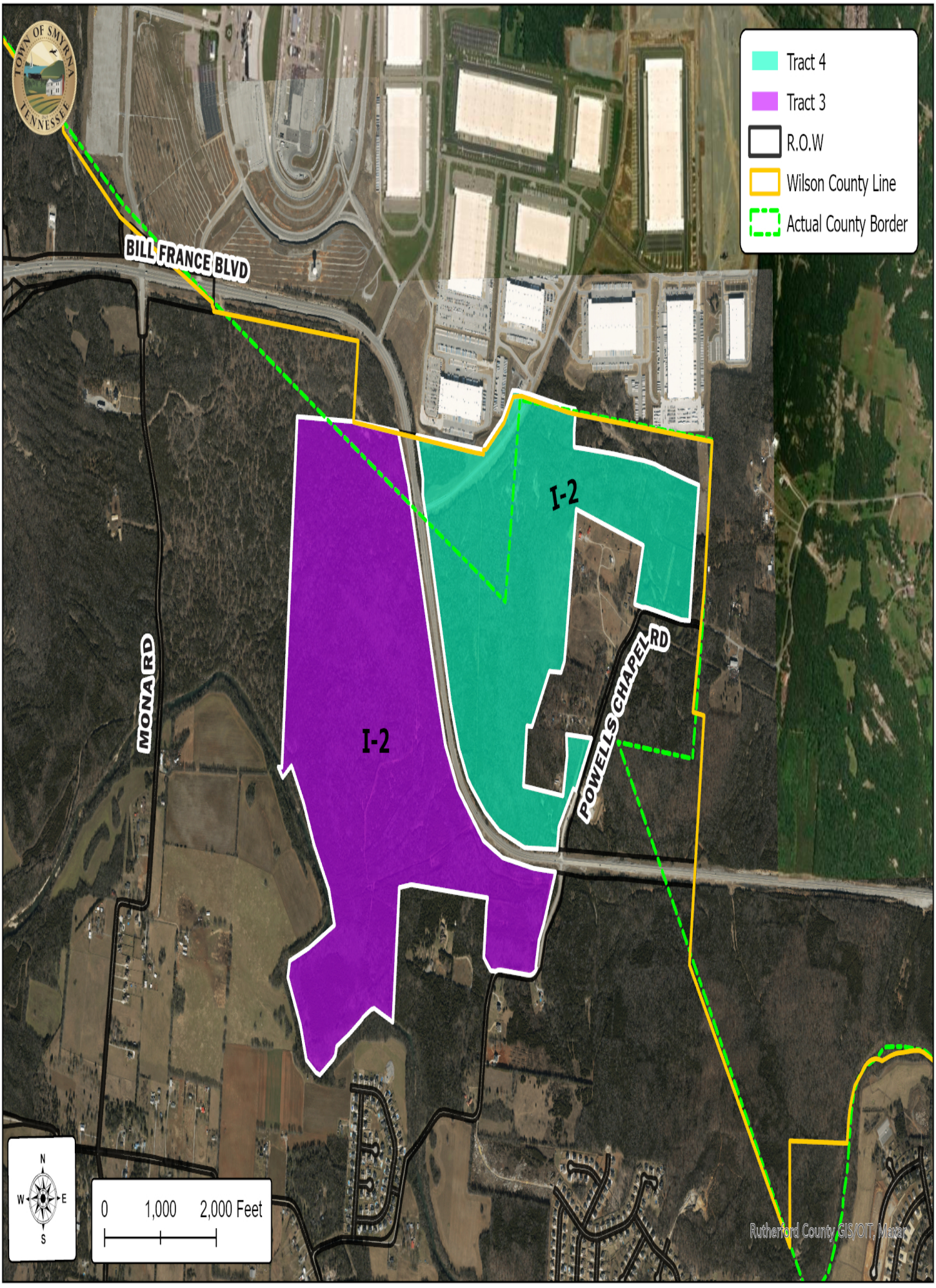


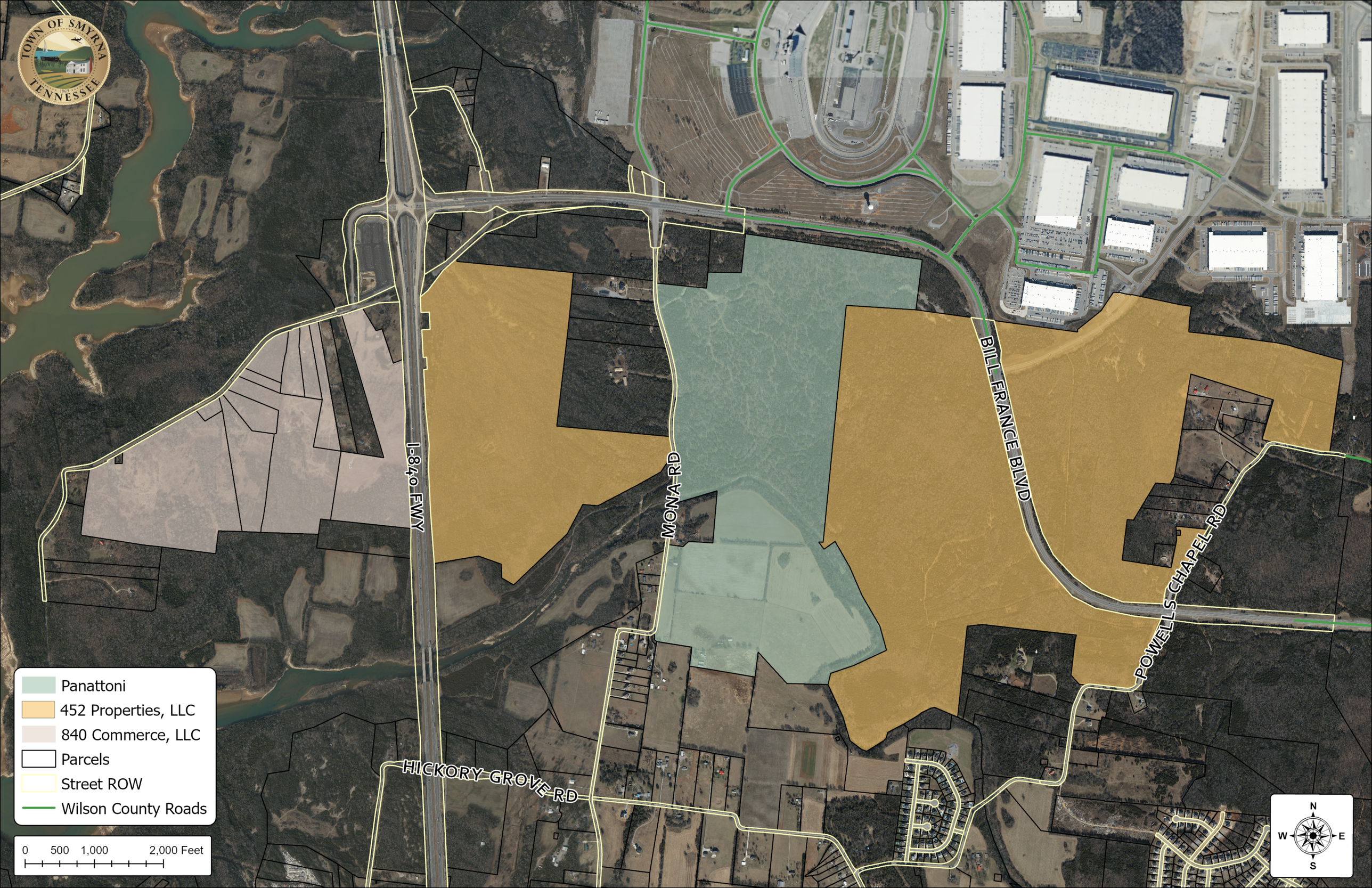
- Requested Parcels
- Wilson County Line
- Actual County Border
- Smyrna City Limits

452 Properties LLC

Annexation & PUD Rezoning

Tax Map: 11
Parcels: 5.00, 6.00
Acres: 819.45


TOWN OF SMYRNA TENNESSEE
Tract 4
Tract 3
R.O.W
Wilson County Line
Actual County Border
BILL FRANCE BLVD
MONA RD
POWELLS CHAPEL RD
I-2
I-2
N
W
E
S
0
1,000
2,000 Feet
Rutherford County GIS/OIT, Maxar


TOWN OF SMYRNA
TENNESSEE
1860
I-840 FWY
MONA RD
BILL FRANCE BLVD
POWELLS CHAPEL RD
HICKORY GROVE RD
Panattoni
452 Properties, LLC
840 Commerce, LLC
Parcels
Street ROW
Wilson County Roads
0 500 1,000 2,000 Feet
N
W
E
S

452 Properties, LLC – Annexation and PUD Zoning Request

Tax Map 11, Parcel 5.00, owned and requested by 452 Properties, LLC. Bordered on the west by the right-of-way of I-840; on the south by the U.S. Army Corps of Engineers; on the east by the existing right-of-way of Mona Road, Parcel 4.03, owned by Nashville Speedway USA, Inc., Parcels 4.01 and 4.02, owned by CP Logistics Lebanon VI, LLC, and Parcel 4.00, owned by Fernando Martinez Mixteca; and on the north by Parcel 2.00, owned by Glendon Jay Barrett, and the right-of-way of Coulter Court.

Total area annexed contains approximately 226.33 acres.

The annexation includes the annexation of the existing rights-of-way of the following public roads:

SR 266/W. Jefferson Pike: approximately 1 mile from the existing Town limits eastward to Mona Road;

Mona Road: approximately 4.2 miles northward from SR 266/W. Jefferson Pike to the northernmost boundary line of this tract.

Annual Economic Impact Summary Overview
Fall Creek Commerce Center at Full Buildout/Operations
Rutherford County, TN

	Rutherford County Annual Impact at Full Operation	Rutherford County 25-Year Cumulative Total
Economic Impact	**$ 1,319,672,486**	**$22,711,920,072**
Total Jobs Supported	**5,826**	**5,826**
Direct Jobs	2,552	2,552
Indirect Jobs	3,274	3,274
Wages (Direct & Indirect)	**$ 322,905,263**	**$ 5,524,728,421**
Local Sales Tax	**$ 7,010,735**	**$ 127,338,347**
Direct - Local Sales Tax (Town of Smyrna if Annexed)	$ 1,993,596	$ 41,497,918
Indirect - Local Sales Tax (Total for City/County)	$ 5,017,139	$ 85,840,429
Other Local Indirect Tax	**$ 797,729**	**$ 13,648,697**
Hotel Tax	**$ 609,778**	**$ 13,415,116**
Hotel Tax - Rutherford	$ 406,518	$ 8,943,396
Hotel Tax - Town of Smyrna (if annexed)	$ 203,260	$ 4,471,720
Indirect Property Tax	$ 6,890,248	$ 9,176,977
Direct Property Tax - Rutherford County	**$ 2,615,510**	**$ 45,844,870**
General Fund	$ 998,137	$ 17,495,428
School/Education Purposes	$ 957,292	$ 16,779,492
Debt Service	$ 553,854	$ 9,708,000
Ambulance | Solid Waste & Sanitation	$ 96,189	$ 1,686,010
Highway	$ 10,038	$ 175,940
Town of Smyrna - If Annexed	$ 696,823	$ 12,488,636

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Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis - Summary

One-Time Impact from Construction									
	Economic Impact	Direct Jobs	Indirect Jobs	Wages	Local Sales Tax (Direct & Indirect)	Local Other Taxes	Indirect Property Tax	Direct Property Tax	Total Local Taxes/Fees
Construction	**$ 1,474,524,127**	**5,836**		**$ 363,355,196**	**$ 15,233,479**	**$ 897,653**	**N/A**	**N/A**	**$ 16,131,132**

Annual Impact from Operations - At Full Operation									
Development	Economic Impact	Direct Jobs	Indirect Jobs	Wages (Direct & Indirect)	Local Sales Tax (Direct & Indirect)	Local Other Taxes (Includes Hotel)	Indirect Property Tax	Direct Property Tax	Total Local Taxes
Building 8	$ 47,092,298	102	94	$ 11,836,466	$ 183,909	$ 29,242	$ 215,481	$ 2,764,700	$ 3,193,332
Building 11	$ 97,878,110	212	196	$ 24,640,348	$ 382,849	$ 60,873	$ 447,863	Included in Total Above	$ 891,585
Building 7	$ 42,475,407	92	85	$ 10,689,457	$ 166,087	$ 26,408	$ 194,356		$ 386,851
Building 12	$ 156,974,327	340	314	$ 39,496,394	$ 613,675	$ 97,574	$ 718,270		$ 1,429,519
Building 6	$ 42,475,407	92	85	$ 10,689,457	$ 166,087	$ 26,408	$ 194,356		$ 386,851
Building 9	$ 69,253,379	150	138	$ 17,391,918	$ 270,227	$ 42,966	$ 316,884		$ 630,077
Building 5	$ 47,092,298	102	94	$ 11,836,466	$ 183,909	$ 29,242	$ 215,481		$ 428,632
Building 10	$ 61,866,353	134	124	$ 15,581,608	$ 242,099	$ 38,494	$ 283,083		$ 563,676
Building 14	$ 117,730,746	255	235	$ 29,591,165	$ 459,773	$ 73,104	$ 538,703		$ 1,071,580
Building 15	$ 59,096,217	128	118	$ 14,856,046	$ 230,826	$ 36,701	$ 270,408		$ 537,935
Building 1	$ 26,777,974	58	54	$ 6,764,722	$ 105,107	$ 16,712	$ 122,528		$ 244,347
Building 2	$ 54,017,636	117	108	$ 13,588,110	$ 211,125	$ 33,569	$ 247,170		$ 491,864
Building 3	$ 22,161,081	48	44	$ 5,555,452	$ 86,318	$ 13,725	$ 101,403		$ 201,446
Building 4	$ 18,005,879	39	36	$ 4,529,370	$ 70,375	$ 11,190	$ 82,390		$ 163,955
Building 24	$ 39,243,583	85	78	$ 9,842,968	$ 152,935	$ 24,317	$ 179,568		$ 356,820
Building 25	$ 22,161,081	48	44	$ 5,555,452	$ 86,318	$ 13,725	$ 101,403		$ 201,446
Building 16	$ 157,436,016	341	315	$ 39,617,321	$ 615,554	$ 97,873	$ 720,383		$ 1,433,810
Building 17	$ 47,092,298	102	94	$ 11,836,466	$ 183,909	$ 29,242	$ 215,481		$ 428,632
Building 18	$ 18,005,879	39	36	$ 4,529,370	$ 70,375	$ 11,190	$ 82,390		$ 163,955
Building 19	$ 31,394,865	68	63	$ 7,911,731	$ 122,929	$ 19,546	$ 143,654		$ 286,129
Retail	$ 127,624,532	Included with Indirect	849	$ 24,372,926	$ 2,148,705	$ 60,212	$ 1,351,113	$ 547,634	$ 4,107,664
Hotel	$ 13,817,120		70	$ 2,192,050	$ 257,644	$ 411,934	$ 147,880	Included with Retail	$ 817,458
Total	**$ 1,319,672,486**	**2,552**	**3,274**	**$ 322,905,263**	**$ 7,010,735**	**$ 1,204,247**	**$ 6,890,248**	**$ 3,312,334**	**$ 18,417,564**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis - Summary

Cumulative Impact from Operations for 25-Year Study Period									
Development	Economic Impact	Direct Jobs	Indirect Jobs	Wages (Direct & Indirect)	Local Sales Tax (Direct & Indirect)	Local Other Taxes (Includes Hotel)	Indirect Property Tax	Direct Property Tax	Total Local Taxes
Building 8	$ 1,130,215,152	102	94	$ 284,075,184	$ 4,413,816	$ 701,808	$ 5,171,544	$ 46,631,447	$ 56,918,615
Building 11	$ 1,663,927,870	212	196	$ 418,885,916	$ 6,508,433	$ 1,034,841	$ 7,613,671		$ 15,156,945
Building 7	$ 1,019,409,768	92	85	$ 256,546,968	$ 3,986,088	$ 633,792	$ 4,664,544		$ 9,284,424
Building 12	$ 2,668,563,559	340	314	$ 671,438,698	$ 10,432,475	$ 1,658,758	$ 12,210,590		$ 24,301,823
Building 6	$ 934,458,954	92	85	$ 235,168,054	$ 3,653,914	$ 580,976	$ 4,275,832		$ 8,510,722
Building 9	$ 1,315,814,201	150	138	$ 330,446,442	$ 5,134,313	$ 816,354	$ 6,020,796		$ 11,971,463
Building 5	$ 1,036,030,556	102	94	$ 260,402,252	$ 4,045,998	$ 643,324	$ 4,740,582		$ 9,429,904
Building 10	$ 1,175,460,707	134	124	$ 296,050,552	$ 4,599,881	$ 731,386	$ 5,378,577		$ 10,709,844
Building 14	$ 1,765,961,190	255	235	$ 443,867,475	$ 6,896,595	$ 1,096,560	$ 8,080,545		$ 16,073,700
Building 15	$ 886,443,255	128	118	$ 222,840,690	$ 3,462,390	$ 550,515	$ 4,056,120		$ 8,069,025
Building 1	$ 535,559,480	58	54	$ 135,294,440	$ 2,102,140	$ 334,240	$ 2,450,560	Included in Total Above	$ 4,886,940
Building 2	$ 1,080,352,720	117	108	$ 271,762,200	$ 4,222,500	$ 671,380	$ 4,943,400		$ 9,837,280
Building 3	$ 443,221,620	48	44	$ 111,109,040	$ 1,726,360	$ 274,500	$ 2,028,060		$ 4,028,920
Building 4	$ 360,117,580	39	36	$ 90,587,400	$ 1,407,500	$ 223,800	$ 1,647,800		$ 3,279,100
Building 24	$ 353,192,247	85	78	$ 88,586,712	$ 1,376,415	$ 218,853	$ 1,616,112		$ 3,211,380
Building 25	$ 199,449,729	48	44	$ 49,999,068	$ 776,862	$ 123,525	$ 912,627		$ 1,813,014
Building 16	$ 2,046,668,208	341	315	$ 515,025,173	$ 8,002,202	$ 1,272,349	$ 9,364,979		$ 18,639,530
Building 17	$ 612,199,874	102	94	$ 153,874,058	$ 2,390,817	$ 380,146	$ 2,801,253		$ 5,572,216
Building 18	$ 198,064,669	39	36	$ 49,823,070	$ 774,125	$ 123,090	$ 906,290		$ 1,803,505
Building 19	$ 345,343,515	68	63	$ 87,029,041	$ 1,352,219	$ 215,006	$ 1,580,194		$ 3,147,419
Retail	$ 2,637,488,578	Included with Indirect	849	$ 503,690,888	$ 44,405,136	$ 1,244,342	$ 27,922,102	$ 11,702,068	$ 85,273,648
Hotel	$ 303,976,640		70	$ 48,225,100	$ 5,668,168	$ 9,062,548	$ 3,253,360	Included with Retail	$ 17,984,076
Total	**$ 22,711,920,072**	**2,552**	**3,274**	**$ 5,524,728,421**	**$ 127,338,347**	**$ 22,592,093**	**$ 121,639,538**	**$ 58,333,515**	**$ 329,903,493**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

One-Time Impact from Construction	Building 7	Building 8	Building 5	Building 6	Building 1	Building 2	Building 3	Building 4
Square Footage	276,080	305,280	305,760	276,080	174,720	352,800	145,600	117,600
Construction Cost/Real Property Investment*	$ 35,300,000	$ 35,700,000	$ 35,800,000	$ 35,300,000	$ 16,900,000	$ 32,000,000	$ 18,000,000	$ 17,500,000
Final Demand Output Multiplier [1]	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917
Economic Impact	**$ 59,717,010**	**$ 60,393,690**	**$ 60,562,860**	**$ 59,717,010**	**$ 28,589,730**	**$ 54,134,400**	**$ 30,450,600**	**$ 29,604,750**
Sales Tax Revenue from Capital Investment [2]	$ 388,300	$ 392,700	$ 393,800	$ 388,300	$ 185,900	$ 352,000	$ 198,000	$ 192,500
Final Demand Employment Multiplier[3]	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982
Direct/Indirect Jobs Supported During Construction Period**	**236**	**239**	**240**	**236**	**113**	**214**	**121**	**117**
Rutherford County Annual Average Wage - All Industries[4]	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261
Wages Paid to Direct/Indirect Jobs	**$ 14,693,596**	**$ 14,880,379**	**$ 14,942,640**	**$ 14,693,596**	**$ 7,035,493**	**$ 13,323,854**	**$ 7,533,581**	**$ 7,284,537**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 228,302	$ 231,204	$ 232,171	$ 228,302	$ 109,314	$ 207,019	$ 117,053	$ 113,183
Other Local Tax Revenue[6]	$ 36,300	$ 36,761	$ 36,915	$ 36,300	$ 17,381	$ 32,916	$ 18,611	$ 17,996
Total Tax Revenue from Wages Paid During Construction Perio	**$ 652,902**	**$ 660,665**	**$ 662,886**	**$ 652,902**	**$ 312,595**	**$ 591,935**	**$ 333,664**	**$ 323,679**

**Construction estimates provided by the developer.*

***Total employment for the construction period. If the construction period is 20 years, the annual average employment would be 281.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

One-Time Impact from Construction	Building 9	Building 10	Building 11	Building 12	Building 14	Building 15	Building 16	Building 17
Square Footage	450,000	403,200	638,400	1,021,440	766,080	384,000	1,026,000	305,280
Construction Cost/Real Property Investment*	$ 44,500,000	$ 44,000,000	$ 58,500,000	$ 85,000,000	$ 68,000,000	$ 37,000,000	$ 84,500,000	$ 36,000,000
Final Demand Output Multiplier [1]	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917
Economic Impact	**$ 75,280,650**	**$ 74,434,800**	**$ 98,964,450**	**$ 143,794,500**	**$ 115,035,600**	**$ 62,592,900**	**$ 142,948,650**	**$ 60,901,200**
Sales Tax Revenue from Capital Investment [2]	$ 489,500	$ 484,000	$ 643,500	$ 935,000	$ 748,000	$ 407,000	$ 929,500	$ 396,000
Final Demand Employment Multiplier[3]	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982
Direct/Indirect Jobs Supported During Construction Period**	**298**	**295**	**392**	**569**	**455**	**248**	**566**	**241**
Rutherford County Annual Average Wage - All Industries[4]	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261
Wages Paid to Direct/Indirect Jobs	**$ 18,553,778**	**$ 18,366,995**	**$ 24,406,312**	**$ 35,426,509**	**$ 28,328,755**	**$ 15,440,728**	**$ 35,239,726**	**$ 15,004,901**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 288,279	$ 285,377	$ 379,213	$ 550,439	$ 440,158	$ 239,910	$ 547,537	$ 233,139
Other Local Tax Revenue[6]	$ 45,836	$ 45,375	$ 60,295	$ 87,520	$ 69,985	$ 38,146	$ 87,058	$ 37,069
Total Tax Revenue from Wages Paid During Construction Perio	**$ 823,615**	**$ 814,752**	**$ 1,083,008**	**$ 1,572,959**	**$ 1,258,143**	**$ 685,056**	**$ 1,564,095**	**$ 666,208**

**Construction estimates provided by the developer.*

***Total employment for the construction period. If the construction period is 20 years, the annual average employment would be 281.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

One-Time Impact from Construction	Building 18	Building 19	Building 24	Building 25	Retail/Hotel	Site Improvements	Total
Square Footage	117,600	203,840	256,000	145,600			7,671,360
Construction Cost/Real Property Investment*	$ 17,500,000	$ 18,700,000	$ 35,000,000	$ 18,000,000	$ 57,000,000	$ 41,422,703	$ 871,622,703
Final Demand Output Multiplier [1]	1.6917	1.6917	1.6917	1.6917	1.6917	1.6917	
Economic Impact	**$ 29,604,750**	**$ 31,634,790**	**$ 59,209,500**	**$ 30,450,600**	**$ 96,426,900**	**$ 70,074,787**	**$ 1,474,524,127**
Sales Tax Revenue from Capital Investment [2]	$ 192,500	$ 205,700	$ 385,000	$ 198,000	$ 627,000	$ 455,650	$ 9,587,850
Final Demand Employment Multiplier[3]	6.6982	6.6982	6.6982	6.6982	6.6982	6.6982	
Direct/Indirect Jobs Supported During Construction Period**	**117**	**125**	**234**	**121**	**382**	**277**	**5,836**
Rutherford County Annual Average Wage - All Industries[4]	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	$ 62,261	
Wages Paid to Direct/Indirect Jobs	**$ 7,284,537**	**$ 7,782,625**	**$ 14,569,074**	**$ 7,533,581**	**$ 23,783,702**	**$ 17,246,297**	**$ 363,355,196**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 113,183	$ 120,923	$ 226,367	$ 117,053	$ 369,539	$ 267,964	$ 5,645,629
Other Local Tax Revenue[6]	$ 17,996	$ 19,227	$ 35,992	$ 18,611	$ 58,757	$ 42,606	$ 897,653
Total Tax Revenue from Wages Paid During Construction Perio	**$ 323,679**	**$ 345,850**	**$ 647,359**	**$ 333,664**	**$ 1,055,296**	**$ 766,220**	**$ 16,131,132**

**Construction estimates provided by the developer.*

***Total employment for the construction period. If the construction period is 20 years, the annual average employment would be 281.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 7	
Square Footage	276,080
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2028
Years in Study Period	**24**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 7	276,080	
Square Footage Per Employee[7]	3,005	
Direct Employment	92	**92**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 5,397,272	$ 129,534,528
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	85	85
Jobs Supported from Operations (Direct & Indirect)	**177**	**177**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 5,292,185	$ 127,012,440
Total Wages (Direct & Indirect)	**$ 10,689,457**	**$ 256,546,968**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 166,087	$ 3,986,088
Other Local Indirect Tax Revenue from Wages[6]	$ 26,408	$ 633,792
Residential/Commercial Property Tax Revenue[10]	$ 194,356	$ 4,664,544
Total Local Tax Revenue (Direct & Indirect)	**$ 386,851**	**$ 9,284,424**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 5,397,272	$ 129,534,528
Earnings to Output	$ 23,425,660	$ 562,215,840
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 42,475,407**	**$ 1,019,409,768**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 8	
Square Footage	305,280
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2028
Years in Study Period	**24**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 8	305,280	
Square Footage Per Employee[7]	3,005	
Direct Employment	102	**102**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 5,983,932	$ 143,614,368
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	94	94
Jobs Supported from Operations (Direct & Indirect)	**196**	**196**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 5,852,534	$ 140,460,816
Total Wages (Direct & Indirect)	**$ 11,836,466**	**$ 284,075,184**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 183,909	$ 4,413,816
Other Local Indirect Tax Revenue from Wages[6]	$ 29,242	$ 701,808
Residential/Commercial Property Tax Revenue[10]	$ 215,481	$ 5,171,544
Total Local Tax Revenue (Direct & Indirect)	**$ 428,632**	**$ 10,287,168**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 5,983,932	$ 143,614,368
Earnings to Output	$ 25,971,927	$ 623,326,248
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 47,092,298**	**$ 1,130,215,152**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 5	
Square Footage	305,760
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2030
Years in Study Period	**22**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 5	305,760	
Square Footage Per Employee[7]	3,005	
Direct Employment	102	**102**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 5,983,932	$ 131,646,504
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	94	94
Jobs Supported from Operations (Direct & Indirect)	**196**	**196**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 5,852,534	$ 128,755,748
Total Wages (Direct & Indirect)	**$ 11,836,466**	**$ 260,402,252**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 183,909	$ 4,045,998
Other Local Indirect Tax Revenue from Wages[6]	$ 29,242	$ 643,324
Residential/Commercial Property Tax Revenue[10]	$ 215,481	$ 4,740,582
Total Local Tax Revenue (Direct & Indirect)	**$ 428,632**	**$ 9,429,904**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 5,983,932	$ 131,646,504
Earnings to Output	$ 25,971,927	$ 571,382,394
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 47,092,298**	**$ 1,036,030,556**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 6	
Square Footage	276,080
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2030
Years in Study Period	**22**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 6	276,080	
Square Footage Per Employee[7]	3,005	
Direct Employment	92	**92**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 5,397,272	$ 118,739,984
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	85	85
Jobs Supported from Operations (Direct & Indirect)	**177**	**177**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 5,292,185	$ 116,428,070
Total Wages (Direct & Indirect)	**$ 10,689,457**	**$ 235,168,054**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 166,087	$ 3,653,914
Other Local Indirect Tax Revenue from Wages[6]	$ 26,408	$ 580,976
Residential/Commercial Property Tax Revenue[10]	$ 194,356	$ 4,275,832
Total Local Tax Revenue (Direct & Indirect)	**$ 386,851**	**$ 8,510,722**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 5,397,272	$ 118,739,984
Earnings to Output	$ 23,425,660	$ 515,364,520
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 42,475,407**	**$ 934,458,954**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 1	
Square Footage	174,720
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2032
Years in Study Period	**20**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 1	174,720	
Square Footage Per Employee[7]	3,005	
Direct Employment	58	**58**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 3,402,628	$ 68,052,560
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	54	54
Jobs Supported from Operations (Direct & Indirect)	**112**	**112**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 3,362,094	$ 67,241,880
Total Wages (Direct & Indirect)	**$ 6,764,722**	**$ 135,294,440**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 105,107	$ 2,102,140
Other Local Indirect Tax Revenue from Wages[6]	$ 16,712	$ 334,240
Residential/Commercial Property Tax Revenue[10]	$ 122,528	$ 2,450,560
Total Local Tax Revenue (Direct & Indirect)	**$ 244,347**	**$ 4,886,940**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 3,402,628	$ 68,052,560
Earnings to Output	$ 14,768,351	$ 295,367,020
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 26,777,974**	**$ 535,559,480**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 2	
Square Footage	352,800
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2032
Years in Study Period	**20**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 2	352,800	
Square Footage Per Employee[7]	3,005	
Direct Employment	117	**117**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 6,863,922	$ 137,278,440
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	108	108
Jobs Supported from Operations (Direct & Indirect)	**225**	**225**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 6,724,188	$ 134,483,760
Total Wages (Direct & Indirect)	**$ 13,588,110**	**$ 271,762,200**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 211,125	$ 4,222,500
Other Local Indirect Tax Revenue from Wages[6]	$ 33,569	$ 671,380
Residential/Commercial Property Tax Revenue[10]	$ 247,170	$ 4,943,400
Total Local Tax Revenue (Direct & Indirect)	**$ 491,864**	**$ 9,837,280**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 6,863,922	$ 137,278,440
Earnings to Output	$ 29,791,328	$ 595,826,560
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 54,017,636**	**$ 1,080,352,720**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 3	
Square Footage	145,600
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2032
Years in Study Period	**20**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 3	145,600	
Square Footage Per Employee[7]	3,005	
Direct Employment	48	**48**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 2,815,968	$ 56,319,360
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	44	44
Jobs Supported from Operations (Direct & Indirect)	**92**	**92**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 2,739,484	$ 54,789,680
Total Wages (Direct & Indirect)	**$ 5,555,452**	**$ 111,109,040**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 86,318	$ 1,726,360
Other Local Indirect Tax Revenue from Wages[6]	$ 13,725	$ 274,500
Residential/Commercial Property Tax Revenue[10]	$ 101,403	$ 2,028,060
Total Local Tax Revenue (Direct & Indirect)	**$ 201,446**	**$ 4,028,920**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 2,815,968	$ 56,319,360
Earnings to Output	$ 12,222,083	$ 244,441,660
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 22,161,081**	**$ 443,221,620**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 4	
Square Footage	117,600
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2032
Years in Study Period	**20**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 4	117,600	
Square Footage Per Employee[7]	3,005	
Direct Employment	39	**39**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 2,287,974	$ 45,759,480
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	36	36
Jobs Supported from Operations (Direct & Indirect)	**75**	**75**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 2,241,396	$ 44,827,920
Total Wages (Direct & Indirect)	**$ 4,529,370**	**$ 90,587,400**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 70,375	$ 1,407,500
Other Local Indirect Tax Revenue from Wages[6]	$ 11,190	$ 223,800
Residential/Commercial Property Tax Revenue[10]	$ 82,390	$ 1,647,800
Total Local Tax Revenue (Direct & Indirect)	**$ 163,955**	**$ 3,279,100**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 2,287,974	$ 45,759,480
Earnings to Output	$ 9,930,443	$ 198,608,860
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 18,005,879**	**$ 360,117,580**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 9	
Square Footage	450,000
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2033
Years in Study Period	**19**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 9	450,000	
Square Footage Per Employee[7]	3,005	
Direct Employment	150	**150**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 8,799,900	$ 167,198,100
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	138	138
Jobs Supported from Operations (Direct & Indirect)	**288**	**288**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 8,592,018	$ 163,248,342
Total Wages (Direct & Indirect)	**$ 17,391,918**	**$ 330,446,442**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 270,227	$ 5,134,313
Other Local Indirect Tax Revenue from Wages[6]	$ 42,966	$ 816,354
Residential/Commercial Property Tax Revenue[10]	$ 316,884	$ 6,020,796
Total Local Tax Revenue (Direct & Indirect)	**$ 630,077**	**$ 11,971,463**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 8,799,900	$ 167,198,100
Earnings to Output	$ 38,194,010	$ 725,686,190
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 69,253,379**	**$ 1,315,814,201**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 10	
Square Footage	403,200
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2033
Years in Study Period	**19**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 10	403,200	
Square Footage Per Employee[7]	3,005	
Direct Employment	134	**134**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 7,861,244	$ 149,363,636
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	124	124
Jobs Supported from Operations (Direct & Indirect)	**258**	**258**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 7,720,364	$ 146,686,916
Total Wages (Direct & Indirect)	**$ 15,581,608**	**$ 296,050,552**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 242,099	$ 4,599,881
Other Local Indirect Tax Revenue from Wages[6]	$ 38,494	$ 731,386
Residential/Commercial Property Tax Revenue[10]	$ 283,083	$ 5,378,577
Total Local Tax Revenue (Direct & Indirect)	**$ 563,676**	**$ 10,709,844**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 7,861,244	$ 149,363,636
Earnings to Output	$ 34,119,983	$ 648,279,677
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 61,866,353**	**$ 1,175,460,707**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 11	
Square Footage	638,400
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2035
Years in Study Period	**17**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 11	638,400	
Square Footage Per Employee[7]	3,005	
Direct Employment	212	**212**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 12,437,192	$ 211,432,264
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	196	196
Jobs Supported from Operations (Direct & Indirect)	**408**	**408**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 12,203,156	$ 207,453,652
Total Wages (Direct & Indirect)	**$ 24,640,348**	**$ 418,885,916**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 382,849	$ 6,508,433
Other Local Indirect Tax Revenue from Wages[6]	$ 60,873	$ 1,034,841
Residential/Commercial Property Tax Revenue[10]	$ 447,863	$ 7,613,671
Total Local Tax Revenue (Direct & Indirect)	**$ 891,585**	**$ 15,156,945**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 12,437,192	$ 211,432,264
Earnings to Output	$ 53,980,868	$ 917,674,756
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 97,878,110**	**$ 1,663,927,870**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 12	
Square Footage	1,021,440
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2035
Years in Study Period	**17**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 12	1,021,440	
Square Footage Per Employee[7]	3,005	
Direct Employment	340	**340**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 19,946,440	$ 339,089,480
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	314	314
Jobs Supported from Operations (Direct & Indirect)	**654**	**654**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 19,549,954	$ 332,349,218
Total Wages (Direct & Indirect)	**$ 39,496,394**	**$ 671,438,698**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 613,675	$ 10,432,475
Other Local Indirect Tax Revenue from Wages[6]	$ 97,574	$ 1,658,758
Residential/Commercial Property Tax Revenue[10]	$ 718,270	$ 12,210,590
Total Local Tax Revenue (Direct & Indirect)	**$ 1,429,519**	**$ 24,301,823**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 19,946,440	$ 339,089,480
Earnings to Output	$ 86,573,090	$ 1,471,742,530
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 156,974,327**	**$ 2,668,563,559**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 14	
Square Footage	766,080
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2037
Years in Study Period	**15**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 14	766,080	
Square Footage Per Employee[7]	3,005	
Direct Employment	255	**255**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 14,959,830	$ 224,397,450
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	235	235
Jobs Supported from Operations (Direct & Indirect)	**490**	**490**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 14,631,335	$ 219,470,025
Total Wages (Direct & Indirect)	**$ 29,591,165**	**$ 443,867,475**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 459,773	$ 6,896,595
Other Local Indirect Tax Revenue from Wages[6]	$ 73,104	$ 1,096,560
Residential/Commercial Property Tax Revenue[10]	$ 538,703	$ 8,080,545
Total Local Tax Revenue (Direct & Indirect)	**$ 1,071,580**	**$ 16,073,700**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 14,959,830	$ 224,397,450
Earnings to Output	$ 64,929,818	$ 973,947,270
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 117,730,746**	**$ 1,765,961,190**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 15	
Square Footage	384,000
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2037
Years in Study Period	**15**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 15	384,000	
Square Footage Per Employee[7]	3,005	
Direct Employment	128	**128**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 7,509,248	$ 112,638,720
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	118	118
Jobs Supported from Operations (Direct & Indirect)	**246**	**246**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 7,346,798	$ 110,201,970
Total Wages (Direct & Indirect)	**$ 14,856,046**	**$ 222,840,690**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 230,826	$ 3,462,390
Other Local Indirect Tax Revenue from Wages[6]	$ 36,701	$ 550,515
Residential/Commercial Property Tax Revenue[10]	$ 270,408	$ 4,056,120
Total Local Tax Revenue (Direct & Indirect)	**$ 537,935**	**$ 8,069,025**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 7,509,248	$ 112,638,720
Earnings to Output	$ 32,592,222	$ 488,883,330
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 59,096,217**	**$ 886,443,255**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 16	
Square Footage	1,026,000
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2039
Years in Study Period	**13**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 16	1,026,000	
Square Footage Per Employee[7]	3,005	
Direct Employment	341	**341**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 20,005,106	$ 260,066,378
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	315	315
Jobs Supported from Operations (Direct & Indirect)	**656**	**656**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 19,612,215	$ 254,958,795
Total Wages (Direct & Indirect)	**$ 39,617,321**	**$ 515,025,173**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 615,554	$ 8,002,202
Other Local Indirect Tax Revenue from Wages[6]	$ 97,873	$ 1,272,349
Residential/Commercial Property Tax Revenue[10]	$ 720,383	$ 9,364,979
Total Local Tax Revenue (Direct & Indirect)	**$ 1,433,810**	**$ 18,639,530**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 20,005,106	$ 260,066,378
Earnings to Output	$ 86,827,717	$ 1,128,760,321
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 157,436,016**	**$ 2,046,668,208**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 17	
Square Footage	305,280
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2039
Years in Study Period	**13**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 17	305,280	
Square Footage Per Employee[7]	3,005	
Direct Employment	102	**102**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 5,983,932	$ 77,791,116
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	94	94
Jobs Supported from Operations (Direct & Indirect)	**196**	**196**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 5,852,534	$ 76,082,942
Total Wages (Direct & Indirect)	**$ 11,836,466**	**$ 153,874,058**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 183,909	$ 2,390,817
Other Local Indirect Tax Revenue from Wages[6]	$ 29,242	$ 380,146
Residential/Commercial Property Tax Revenue[10]	$ 215,481	$ 2,801,253
Total Local Tax Revenue (Direct & Indirect)	**$ 428,632**	**$ 5,572,216**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 5,983,932	$ 77,791,116
Earnings to Output	$ 25,971,927	$ 337,635,051
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 47,092,298**	**$ 612,199,874**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 18	
Square Footage	117,600
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2041
Years in Study Period	**11**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 18	117,600	
Square Footage Per Employee[7]	3,005	
Direct Employment	39	**39**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 2,287,974	$ 25,167,714
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	36	36
Jobs Supported from Operations (Direct & Indirect)	**75**	**75**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 2,241,396	$ 24,655,356
Total Wages (Direct & Indirect)	**$ 4,529,370**	**$ 49,823,070**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 70,375	$ 774,125
Other Local Indirect Tax Revenue from Wages[6]	$ 11,190	$ 123,090
Residential/Commercial Property Tax Revenue[10]	$ 82,390	$ 906,290
Total Local Tax Revenue (Direct & Indirect)	**$ 163,955**	**$ 1,803,505**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 2,287,974	$ 25,167,714
Earnings to Output	$ 9,930,443	$ 109,234,873
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 18,005,879**	**$ 198,064,669**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 19	
Square Footage	203,840
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2041
Years in Study Period	**11**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 19	203,840	
Square Footage Per Employee[7]	3,005	
Direct Employment	68	**68**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 3,989,288	$ 43,882,168
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	63	63
Jobs Supported from Operations (Direct & Indirect)	**131**	**131**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 3,922,443	$ 43,146,873
Total Wages (Direct & Indirect)	**$ 7,911,731**	**$ 87,029,041**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 122,929	$ 1,352,219
Other Local Indirect Tax Revenue from Wages[6]	$ 19,546	$ 215,006
Residential/Commercial Property Tax Revenue[10]	$ 143,654	$ 1,580,194
Total Local Tax Revenue (Direct & Indirect)	**$ 286,129**	**$ 3,147,419**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 3,989,288	$ 43,882,168
Earnings to Output	$ 17,314,618	$ 190,460,798
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 31,394,865**	**$ 345,343,515**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 24	
Square Footage	256,000
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2043
Years in Study Period	**9**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 24	256,000	
Square Footage Per Employee[7]	3,005	
Direct Employment	85	**85**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 4,986,610	$ 44,879,490
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	78	78
Jobs Supported from Operations (Direct & Indirect)	**163**	**163**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 4,856,358	$ 43,707,222
Total Wages (Direct & Indirect)	**$ 9,842,968**	**$ 88,586,712**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 152,935	$ 1,376,415
Other Local Indirect Tax Revenue from Wages[6]	$ 24,317	$ 218,853
Residential/Commercial Property Tax Revenue[10]	$ 179,568	$ 1,616,112
Total Local Tax Revenue (Direct & Indirect)	**$ 356,820**	**$ 3,211,380**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 4,986,610	$ 44,879,490
Earnings to Output	$ 21,643,273	$ 194,789,457
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 39,243,583**	**$ 353,192,247**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Building 25	
Square Footage	145,600
Usage	Transportation and Warehousing
Year Added to the Tax Rolls	2043
Years in Study Period	**9**

Annual Impact of Operations - Warehousing/Distribution	Annual Impact at Full Operation	Total - Based on Number of Years in 25-Year Period
Square Footage - Building 25	145,600	
Square Footage Per Employee[7]	3,005	
Direct Employment	48	**48**
Rutherford County Annual Average Wage for Specified Industry[8]	$ 58,666	
Total Wages Paid to Direct Jobs	$ 2,815,968	$ 25,343,712
Direct Effect Employment Multiplier[9]	1.9228	
Indirect Jobs Supported	44	44
Jobs Supported from Operations (Direct & Indirect)	**92**	**92**
Rutherford County Annual Average Wage - All Industries[4]	62,261	
Wages, Indirect	$ 2,739,484	$ 24,655,356
Total Wages (Direct & Indirect)	**$ 5,555,452**	**$ 49,999,068**
Local Indirect Sales Tax Revenue from Wages - Indirect[5]	$ 86,318	$ 776,862
Other Local Indirect Tax Revenue from Wages[6]	$ 13,725	$ 123,525
Residential/Commercial Property Tax Revenue[10]	$ 101,403	$ 912,627
Total Local Tax Revenue (Direct & Indirect)	**$ 201,446**	**$ 1,813,014**
Projected Annual Economic Impact		
Final Demand Earnings Multiplier[11]	0.4034	
Direct Effect Earnings Multiplier[12]	1.7511	
Ratio of Earnings to Jobs	0.2304	
Total Direct Wages	$ 2,815,968	$ 25,343,712
Earnings to Output	$ 12,222,083	$ 109,998,747
Final Demand Output Mulitplier[13]	1.8132	
Total Economic Impact from Operations	**$ 22,161,081**	**$ 199,449,729**

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Retail	At Full Operation			Total	Year 1	Year 2	Year 3	Year 4
					2027	2028	2029	2030
Percentage Complete	General Retail	Food/Beverage	Gas Station		0%	33.3%	33.3%	33.3%
Total Retail Square Footage*	41,750	41,750	6,500	90,000		30,000	30,000	30,000
Estimated Sales Per Square Foot[14]	$ 500	$ 1,000	$ 2,462					
Total Projected Annual Revenue	$ 20,875,000	$ 41,750,000	$ 16,003,000	$ 78,628,000	$ -	$ 26,183,124	$ 26,183,124	$ 26,183,124
Final Demand Output Multiplier[15]	1.5646	1.6348	1.6691					
Total Economic Impact	**$ 32,661,025**	**$ 68,252,900**	**$ 26,710,607**	**$ 127,624,532**	**$ -**	**$ 42,498,969**	**$ 42,498,969**	**$ 42,498,969**
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 516,656	$ 1,033,313	$ 220,041	$ 1,770,010	$ -	$ 589,413	$ 589,413	$ 589,413
Final Demand Employment Multiplier[16]	10.8109	11.6663	8.4816					
Total Employment - Direct & Indirect	**226**	**487**	**136**	**849**	**-**	**283**	**283**	**283**
Rutherford County Annual Average Wage[17]	$ 31,714	$ 24,214	$ 39,804					
Total Wages - Direct & Indirect	**$ 7,167,364**	**$ 11,792,218**	**$ 5,413,344**	**$ 24,372,926**	**$ -**	**$ 8,116,184**	**$ 8,116,184**	**$ 8,116,184**
Local Indiredct Sales Tax Revenue from Wages[5]	$ 111,363	$ 183,222	$ 84,110	$ 378,695	$ -	$ 126,105	$ 126,105	$ 126,105
Other Local Indirect Tax Revenue[6]	$ 17,707	$ 29,132	$ 13,373	$ 60,212	$ -	$ 20,051	$ 20,051	$ 20,051
Indirect Property Tax Revenue[10]	$ 359,660	$ 775,020	$ 216,433	$ 1,351,113	$ -	$ 449,921	$ 449,921	$ 449,921
Total Tax Revenue - from Operations & Wages	**$ 1,005,386**	**$ 2,020,687**	**$ 533,957**	**$ 3,560,030**	**$ -**	**$ 1,185,490**	**$ 1,185,490**	**$ 1,185,490**

**Projection provided by the developer.*
***Assumes 90% of sales are subject to the local option sales tax rate. Assumes 50% of Gas station sales are subject to sales tax.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Retail	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
	2031	2032	2033	2034	2035	2036	2037	2038
Percentage Complete	33.3%	66.7%	66.7%	100%	100%	100%	100%	100%
Total Retail Square Footage*	30,000	60,000	60,000	90,000	90,000	90,000	90,000	90,000
Estimated Sales Per Square Foot[14]								
Total Projected Annual Revenue	$ 26,183,124	$ 52,444,876	$ 52,444,876	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000
Final Demand Output Multiplier[15]								
Total Economic Impact	**$ 42,498,969**	**$ 85,125,563**	**$ 85,125,563**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 589,413	$ 1,180,597	$ 1,180,597	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010
Final Demand Employment Multiplier[16]								
Total Employment - Direct & Indirect	**283**	**566**	**566**	**849**	**849**	**849**	**849**	**849**
Rutherford County Annual Average Wage[17]								
Total Wages - Direct & Indirect	**$ 8,116,184**	**$ 16,256,742**	**$ 16,256,742**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**
Local Indiredct Sales Tax Revenue from Wages[5]	$ 126,105	$ 252,590	$ 252,590	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 378,695
Other Local Indirect Tax Revenue[6]	$ 20,051	$ 40,161	$ 40,161	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 60,212
Indirect Property Tax Revenue[10]	$ 449,921	$ 901,192	$ 901,192	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113
Total Tax Revenue - from Operations & Wages	**$ 1,185,490**	**$ 2,374,540**	**$ 2,374,540**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**

**Projection provided by the developer.*
***Assumes 90% of sales are subject to the local option sales tax rate. Assumes 50% of Gas station sales are subject to sales tax.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Retail	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	2039	2040	2041	2042	2043	2044	2045	2046
Percentage Complete	100%	100%	100%	100%	100%	100%	100%	100%
Total Retail Square Footage*	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000
Estimated Sales Per Square Foot[14]								
Total Projected Annual Revenue	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000
Final Demand Output Multiplier[15]								
Total Economic Impact	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010
Final Demand Employment Multiplier[16]								
Total Employment - Direct & Indirect	**849**	**849**	**849**	**849**	**849**	**849**	**849**	**849**
Rutherford County Annual Average Wage[17]								
Total Wages - Direct & Indirect	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**
Local Indiredct Sales Tax Revenue from Wages[5]	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 378,695
Other Local Indirect Tax Revenue[6]	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 60,212
Indirect Property Tax Revenue[10]	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113
Total Tax Revenue - from Operations & Wages	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**

**Projection provided by the developer.*
***Assumes 90% of sales are subject to the local option sales tax rate. Assumes 50% of Gas station sales are subject to sales tax.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Retail	Year 21	Year 22	Year 23	Year 24	Year 25	25-Year Total
	2047	2048	2049	2050	2051	
Percentage Complete	100%	100%	100%	100%	100%	
Total Retail Square Footage*	90,000	90,000	90,000	90,000	90,000	
Estimated Sales Per Square Foot[14]						
Total Projected Annual Revenue	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 78,628,000	$ 1,624,926,248
Final Demand Output Multiplier[15]						
Total Economic Impact	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 127,624,532**	**$ 2,637,488,578**
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 1,770,010	$ 36,579,026
Final Demand Employment Multiplier[16]						
Total Employment - Direct & Indirect	**849**	**849**	**849**	**849**	**849**	**849**
Rutherford County Annual Average Wage[17]						
Total Wages - Direct & Indirect	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 24,372,926**	**$ 503,690,888**
Local Indiredct Sales Tax Revenue from Wages[5]	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 378,695	$ 7,826,110
Other Local Indirect Tax Revenue[6]	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 60,212	$ 1,244,342
Indirect Property Tax Revenue[10]	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 1,351,113	$ 27,922,102
Total Tax Revenue - from Operations & Wages	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 3,560,030**	**$ 73,571,580**

**Projection provided by the developer.*
***Assumes 90% of sales are subject to the local option sales tax rate. Assumes 50% of Gas station sales are subject to sales tax.*

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Hotels	At Full Operation			Year 1	Year 2	Year 3	Year 4	Year 5
				2027	2028	2029	2030	2031
	Hotel 1	Hotel 2	Total					
Percentage Complete				0%	50%	50%	50%	50%
Total Estimated Rooms*	100	100	200	-	100	100	100	100
Annual Available Sleeping Nights	36,500	36,500	73,000	-	36,500	36,500	36,500	36,500
Occupancy Rate*	75.0%	75.0%						
Annual Rentals Nights	27,375	27,375	54,750	-	27,375	27,375	27,375	27,375
Projected Average Daily Rental Rate*	$ 165	$ 165						
Total Projected Annual Revenue	$ 4,516,875	$ 4,516,875	$ 9,033,750	$ -	$ 4,516,875	$ 4,516,875	$ 4,516,875	$ 4,516,875
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 111,793	$ 111,793	$ 223,586	$ -	$ 111,793	$ 111,793	$ 111,793	$ 111,793
Town of Smyrna Local Hotel Tax Generated from Operation (2.5%) (If Annexed	$ 101,630	$ 101,630	$ 203,260	$ -	$ 101,630	$ 101,630	$ 101,630	$ 101,630
Rutherford County Local Hotel Tax Generated from Operation (5%)	$ 203,259	$ 203,259	$ 406,518	$ -	$ 203,259	$ 203,259	$ 203,259	$ 203,259
Final Demand Output Multiplier[18]	1.5295	1.5295						
Total Economic Impact from Rental Revenue	**$ 6,908,560**	**$ 6,908,560**	**$ 13,817,120**	**$ -**	**$ 6,908,560**	**$ 6,908,560**	**$ 6,908,560**	**$ 6,908,560**
Final Demand Employment Multiplier[19]	7.7398	7.7398						
Total Employment - Direct & Indirect	**35**	**35**	**70**	-	35	35	35	35
Rutherford County Annual Average Wage[20]	$ 31,315	$ 31,315						
Total Wages - Direct & Indirect	**$ 1,096,025**	**$ 1,096,025**	**$ 2,192,050**	**$ -**	**$ 1,096,025**	**$ 1,096,025**	**$ 1,096,025**	**$ 1,096,025**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 17,029	$ 17,029	$ 34,058	$ -	$ 17,029	$ 17,029	$ 17,029	$ 17,029
Other Local Tax Revenue[6]	$ 2,708	$ 2,708	$ 5,416	$ -	$ 2,708	$ 2,708	$ 2,708	$ 2,708
Residential/Commercial Property Tax Revenue[10]	$ 73,940	$ 73,940	$ 147,880	$ -	$ 73,940	$ 73,940	$ 73,940	$ 73,940
Total Tax Revenue - from Operations & Wages (Direct & Indirect)	**$ 510,359**	**$ 510,359**	**$ 1,020,718**	**$ -**	**$ 510,359**	**$ 510,359**	**$ 510,359**	**$ 510,359**

**Projection provided by the developer.*
**Assumes 90% of all room rentals are subject to local tax.

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Hotels	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
	2032	2033	2034	2035	2036	2037	2038	2039
Percentage Complete	100%	100%	100%	100%	100%	100%	100%	100%
Total Estimated Rooms*	200	200	200	200	200	200	200	200
Annual Available Sleeping Nights	73,000	73,000	73,000	73,000	73,000	73,000	73,000	73,000
Occupancy Rate*								
Annual Rentals Nights	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750
Projected Average Daily Rental Rate*								
Total Projected Annual Revenue	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586
Town of Smyrna Local Hotel Tax Generated from Operation (2.5%) (If Annexed	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260
Rutherford County Local Hotel Tax Generated from Operation (5%)	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518
Final Demand Output Multiplier[18]								
Total Economic Impact from Rental Revenue	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**
Final Demand Employment Multiplier[19]								
Total Employment - Direct & Indirect	70	70	70	70	70	70	70	70
Rutherford County Annual Average Wage[20]								
Total Wages - Direct & Indirect	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058
Other Local Tax Revenue[6]	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416
Residential/Commercial Property Tax Revenue[10]	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880
Total Tax Revenue - from Operations & Wages (Direct & Indirect)	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**

**Projection provided by the developer.*
**Assumes 90% of all room rentals are subject to local tax.

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Hotels	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21
	2040	2041	2042	2043	2044	2045	2046	2047
Percentage Complete	100%	100%	100%	100%	100%	100%	100%	100%
Total Estimated Rooms*	200	200	200	200	200	200	200	200
Annual Available Sleeping Nights	73,000	73,000	73,000	73,000	73,000	73,000	73,000	73,000
Occupancy Rate*								
Annual Rentals Nights	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750
Projected Average Daily Rental Rate*								
Total Projected Annual Revenue	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 223,586
Town of Smyrna Local Hotel Tax Generated from Operation (2.5%) (If Annexed	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 203,260
Rutherford County Local Hotel Tax Generated from Operation (5%)	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 406,518
Final Demand Output Multiplier[18]								
Total Economic Impact from Rental Revenue	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**
Final Demand Employment Multiplier[19]								
Total Employment - Direct & Indirect	70	70	70	70	70	70	70	70
Rutherford County Annual Average Wage[20]								
Total Wages - Direct & Indirect	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 34,058
Other Local Tax Revenue[6]	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 5,416
Residential/Commercial Property Tax Revenue[10]	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 147,880
Total Tax Revenue - from Operations & Wages (Direct & Indirect)	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**

**Projection provided by the developer.*
**Assumes 90% of all room rentals are subject to local tax.

Town of Smyrna, Rutherford County TN
Fall Creek Commerce Center
Economic Impact Analysis

Annual Impact of Operations - Hotels	Year 22	Year 23	Year 24	Year 25	25-Year Total
	2048	2049	2050	2051	
Percentage Complete	100%	100%	100%	100%	
Total Estimated Rooms*	200	200	200	200	
Annual Available Sleeping Nights	73,000	73,000	73,000	73,000	
Occupancy Rate*					
Annual Rentals Nights	54,750	54,750	54,750	54,750	
Projected Average Daily Rental Rate*					
Total Projected Annual Revenue	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 9,033,750	$ 198,742,500
Direct Local Sales Tax Generated from Operation (2.75%)**	$ 223,586	$ 223,586	$ 223,586	$ 223,586	$ 4,918,892
Town of Smyrna Local Hotel Tax Generated from Operation (2.5%) (If Annexed	$ 203,260	$ 203,260	$ 203,260	$ 203,260	$ 4,471,720
Rutherford County Local Hotel Tax Generated from Operation (5%)	$ 406,518	$ 406,518	$ 406,518	$ 406,518	$ 8,943,396
Final Demand Output Multiplier[18]					
Total Economic Impact from Rental Revenue	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 13,817,120**	**$ 303,976,640**
Final Demand Employment Multiplier[19]					
Total Employment - Direct & Indirect	70	70	70	70	70
Rutherford County Annual Average Wage[20]					
Total Wages - Direct & Indirect	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 2,192,050**	**$ 48,225,100**
Local Sales Tax Revenue from Wages[5](Indirect)	$ 34,058	$ 34,058	$ 34,058	$ 34,058	$ 749,276
Other Local Tax Revenue[6]	$ 5,416	$ 5,416	$ 5,416	$ 5,416	$ 119,152
Residential/Commercial Property Tax Revenue[10]	$ 147,880	$ 147,880	$ 147,880	$ 147,880	$ 3,253,360
Total Tax Revenue - from Operations & Wages (Direct & Indirect)	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 1,020,718**	**$ 22,455,796**

**Projection provided by the developer.*
**Assumes 90% of all room rentals are subject to local tax.

Town of Smyrna, Rutherford County, TN
Real Property Tax Projections

Rutherford County Tax Schedule

Real Property - Industrial								
Rutherford County Tax Rate: $1.8762	Projected Appraised Value*	Projected New Tax	General ($0.7160)	Ambulance ($0.0690)	Highway ($0.0072)	General Purpose School ($0.5727)	Education Capital Projects ($0.1140)	General Debt Service ($0.3973)
Current Property Tax Projection**	$ 4,021,300	$ 18,862	$ 7,198	$ 694	$ 72	$ 5,757	$ 1,146	$ 3,994
Year 1 - 2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 2 - 2028	$ 22,091,680	$ 165,794	$ 63,271	$ 6,097	$ 636	$ 50,608	$ 10,074	$ 35,108
Year 3 - 2029	$ 22,091,680	$ 165,794	$ 63,271	$ 6,097	$ 636	$ 50,608	$ 10,074	$ 35,108
Year 4 - 2030	$ 44,201,600	$ 331,724	$ 126,593	$ 12,200	$ 1,273	$ 101,257	$ 20,156	$ 70,245
Year 5 - 2031	$ 44,201,600	$ 331,724	$ 126,593	$ 12,200	$ 1,273	$ 101,257	$ 20,156	$ 70,245
Year 6 - 2032	$ 74,248,960	$ 557,224	$ 212,649	$ 20,493	$ 2,138	$ 170,090	$ 33,858	$ 117,996
Year 7 - 2033	$ 106,670,560	$ 800,541	$ 305,504	$ 29,441	$ 3,072	$ 244,361	$ 48,642	$ 169,521
Year 8 - 2034	$ 106,670,560	$ 800,541	$ 305,504	$ 29,441	$ 3,072	$ 244,361	$ 48,642	$ 169,521
Year 9 - 2035	$ 169,744,480	$ 1,273,898	$ 486,148	$ 46,849	$ 4,889	$ 388,851	$ 77,403	$ 269,758
Year 10 - 2036	$ 169,744,480	$ 1,273,898	$ 486,148	$ 46,849	$ 4,889	$ 388,851	$ 77,403	$ 269,758
Year 11 - 2037	$ 213,447,520	$ 1,601,881	$ 611,314	$ 58,912	$ 6,147	$ 488,966	$ 97,332	$ 339,211
Year 12 - 2038	$ 213,447,520	$ 1,601,881	$ 611,314	$ 58,912	$ 6,147	$ 488,966	$ 97,332	$ 339,211
Year 13 - 2039	$ 264,036,160	$ 1,981,539	$ 756,200	$ 72,874	$ 7,604	$ 604,854	$ 120,400	$ 419,606
Year 14 - 2040	$ 264,036,160	$ 1,981,539	$ 756,200	$ 72,874	$ 7,604	$ 604,854	$ 120,400	$ 419,606
Year 15 - 2041	$ 276,250,880	$ 2,073,208	$ 791,183	$ 76,245	$ 7,956	$ 632,836	$ 125,970	$ 439,018
Year 16 - 2042	$ 276,250,880	$ 2,073,208	$ 791,183	$ 76,245	$ 7,956	$ 632,836	$ 125,970	$ 439,018
Year 17 - 2043	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 18 - 2044	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 19 - 2045	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 20 - 2046	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 21 - 2047	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 22 - 2048	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 23 - 2049	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 24 - 2050	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Year 25 - 2051	$ 291,511,680	$ 2,187,737	$ 834,889	$ 80,457	$ 8,396	$ 667,795	$ 132,929	$ 463,270
Total		**$ 36,704,027**	**$ 14,007,076**	**$ 1,349,842**	**$ 140,856**	**$ 11,203,711**	**$ 2,230,173**	**$ 7,772,360**

Town of Smyrna Tax Schedule

Real Property - Industrial		
Town of Smyrna Tax Rate: $.5257	Projected Appraised Value*	Projected New Tax - If Annexed
Current Property Tax Projection**	$ 4,021,300	$ -
Year 1 - 2027	$ -	$ -
Year 2 - 2028	$ 22,091,680	$ 46,454
Year 3 - 2029	$ 22,091,680	$ 46,454
Year 4 - 2030	$ 44,201,600	$ 92,947
Year 5 - 2031	$ 44,201,600	$ 92,947
Year 6 - 2032	$ 74,248,960	$ 156,131
Year 7 - 2033	$ 106,670,560	$ 224,307
Year 8 - 2034	$ 106,670,560	$ 224,307
Year 9 - 2035	$ 169,744,480	$ 356,939
Year 10 - 2036	$ 169,744,480	$ 356,939
Year 11 - 2037	$ 213,447,520	$ 448,837
Year 12 - 2038	$ 213,447,520	$ 448,837
Year 13 - 2039	$ 264,036,160	$ 555,215
Year 14 - 2040	$ 264,036,160	$ 555,215
Year 15 - 2041	$ 268,504,960	$ 564,612
Year 16 - 2042	$ 268,504,960	$ 564,612
Year 17 - 2043	$ 274,378,240	$ 576,963
Year 18 - 2044	$ 274,378,240	$ 576,963
Year 19 - 2045	$ 274,378,240	$ 576,963
Year 20 - 2046***	$ 274,378,240	$ 576,963
Year 21 - 2047	$ 274,378,240	$ 576,963
Year 22 - 2048	$ 274,378,240	$ 576,963
Year 23 - 2049	$ 274,378,240	$ 576,963
Year 24 - 2050	$ 274,378,240	$ 576,963
Year 25 - 2051	$ 274,378,240	$ 576,963
Total		**$ 9,927,420**

**Based on comparable average values per square foot of exisiting warehouses in Rutherford County .*

***Based on the current tax rate and the current appraised value of the real property included in the project site.*

****Buildings 19 and 25 will not be annexed into the Town of Smyrna, therefore, their values are exluded from the city tax schedule noted in the year that they hit the tax rolls for the County.*

Town of Smyrna, Rutherford County, TN
Real Property Tax Projections

Rutherford County Tax Schedule

Real Property - Retail								
Rutherford County Tax Rate: $1.8762	Projected Appraised Value*	Projected New Tax	General ($0.7160)	Ambulance ($0.0690)	Highway ($0.0072)	General Purpose School ($0.5727)	Education Capital Projects ($0.1140)	General Debt Service ($0.3973)
Current Property Tax Projection**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 1 - 2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 2 - 2028	$ 24,000,000	$ 180,115	$ 68,736	$ 6,624	$ 691	$ 54,979	$ 10,944	$ 38,141
Year 3 - 2029	$ 24,000,000	$ 180,115	$ 68,736	$ 6,624	$ 691	$ 54,979	$ 10,944	$ 38,141
Year 4 - 2030	$ 24,000,000	$ 180,115	$ 68,736	$ 6,624	$ 691	$ 54,979	$ 10,944	$ 38,141
Year 5 - 2031	$ 24,000,000	$ 180,115	$ 68,736	$ 6,624	$ 691	$ 54,979	$ 10,944	$ 38,141
Year 6 - 2032	$ 48,000,000	$ 360,230	$ 137,472	$ 13,248	$ 1,382	$ 109,958	$ 21,888	$ 76,282
Year 7 - 2033	$ 48,000,000	$ 360,230	$ 137,472	$ 13,248	$ 1,382	$ 109,958	$ 21,888	$ 76,282
Year 8 - 2034	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 9 - 2035	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 10 - 2036	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 11 - 2037	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 12 - 2038	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 13 - 2039	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 14 - 2040	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 15 - 2041	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 16 - 2042	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 17 - 2043	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 18 - 2044	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 19 - 2045	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 20 - 2046	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 21 - 2047	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 22 - 2048	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 23 - 2049	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 24 - 2050	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Year 25 - 2051	$ 57,000,000	$ 427,774	$ 163,248	$ 15,732	$ 1,642	$ 130,576	$ 25,992	$ 90,584
Total		**$ 9,140,852**	**$ 3,488,352**	**$ 336,168**	**$ 35,084**	**$ 2,790,200**	**$ 555,408**	**$ 1,935,640**

Town of Smyrna Tax Schedule

Real Property - Retail		
Town of Smyrna Tax Rate: $0.5257	Projected Appraised Value*	Projected New Tax - If Annexed
Current Property Tax Projection**	$ -	$ -
Year 1 - 2027	$ -	$ -
Year 2 - 2028	$ 24,000,000	$ 50,467
Year 3 - 2029	$ 24,000,000	$ 50,467
Year 4 - 2030	$ 24,000,000	$ 50,467
Year 5 - 2031	$ 24,000,000	$ 50,467
Year 6 - 2032	$ 48,000,000	$ 100,934
Year 7 - 2033	$ 48,000,000	$ 100,934
Year 8 - 2034	$ 57,000,000	$ 119,860
Year 9 - 2035	$ 57,000,000	$ 119,860
Year 10 - 2036	$ 57,000,000	$ 119,860
Year 11 - 2037	$ 57,000,000	$ 119,860
Year 12 - 2038	$ 57,000,000	$ 119,860
Year 13 - 2039	$ 57,000,000	$ 119,860
Year 14 - 2040	$ 57,000,000	$ 119,860
Year 15 - 2041	$ 57,000,000	$ 119,860
Year 16 - 2042	$ 57,000,000	$ 119,860
Year 17 - 2043	$ 57,000,000	$ 119,860
Year 18 - 2044	$ 57,000,000	$ 119,860
Year 19 - 2045	$ 57,000,000	$ 119,860
Year 20 - 2046	$ 57,000,000	$ 119,860
Year 21 - 2047	$ 57,000,000	$ 119,860
Year 22 - 2048	$ 57,000,000	$ 119,860
Year 23 - 2049	$ 57,000,000	$ 119,860
Year 24 - 2050	$ 57,000,000	$ 119,860
Year 25 - 2051	$ 57,000,000	$ 119,860
Total		**$ 2,561,216**

**Estimated appraised value of retail development is based on $300 per square foot and $15 million per hotel.*

***Base tax included in industrial real property tax table.*

Notes for **Fall Creek Commerce Center** Analysis – Rutherford County:

1. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Rutherford County, Tennessee for Construction. This multiplier represents the total dollar change in output that occurs in all industries for each additional dollar of output delivered by the specified industry.

2. Rutherford County sales tax rate of 2.75% applied to the real property improvements to determine direct sales tax from construction. Assumes that 40% of the capital investment would be subject to sales tax.

3. U.S. Bureau of Economic Analysis RIMS II final demand employment multiplier for Rutherford County, Tennessee for Construction. This multiplier represents the number of jobs supported per million dollars of output from the specified industry.

4. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for all industry sectors in Rutherford County, 2023. Assumes an average wage increase of 1.5% for 2024 and 2025.

5. U.S. Department of Labor, "Consumer Expenditure Survey, Southern US" 2023; factor applied to direct and indirect wages to determine the rate of indirect or "downstream" expenditures on sales taxable goods and services at the Rutherford County local option rate of 2.75%.

6. Based upon July 2023 - June 2024 collections of business, motor vehicle and other local taxes compared to sales tax for Rutherford County.

7. Based upon 2021 DOE Commercial Building Usage Survey for Warehouse and Distribution median square footage per employee.

8. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for the specified industry in Rutherford County, 2023. Assumes an average wage increase of 1.5% for 2024 and 2025.

9. U.S. Bureau of Economic Analysis RIMS II direct effect employment multiplier for Rutherford County, for truck transportation and warehousing. This multiplier represents the total change in the number of jobs supported in all industries for each additional job created by the specified industry.

10. Indirect property tax for Rutherford County is based on the new direct jobs created by the tenants of the development. For this calculation, it is assumed that 75% of the direct jobs reside in Rutherford County and represent one household per job. The 2025 median home value is utilized as a proxy for residential property value, to determine property tax generated per job. The residential assessment rate of 25% is utilized for all residences, including those in multifamily buildings assessed at 40%, and a Rutherford County and Town of Smyrna tax rate of $2.4019 per $100 of assessed value is used to project the annual tax per job. The property tax from new or expanded commercial property that is generated indirectly from economic activity associated with the jobs supported by the company is not projected.

11. U.S. Bureau of Economic Analysis RIMS II final demand aggregate earnings multiplier for Rutherford County, Tennessee for truck transportation and warehousing. This multiplier represents the total dollar change in earnings of households employed by all industries for each additional dollar of output delivered by the specified industry.

12. U.S. Bureau of Economic Analysis RIMS II direct effect aggregate earnings multiplier for Rutherford County, Tennessee for truck transportation and warehousing. This multiplier represents the total dollar change in earnings of households employed by all industries for each additional dollar of earnings paid directly to households employed by the specified industry.

13. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Rutherford County, Tennessee for truck transportation and warehousing.

14. Average sales per square foot are based on Sales Per Square Foot Report as published by BizMiner 2019-2020 for the specified industries.

15. U.S. Bureau of Economic Analysis, RIMS II final-demand output multiplier for Rutherford County, Tennessee for the specified industries – general merchandise stores, food services and drinking places, and gasoline stations.

16. U.S. Bureau of Economic Analysis, RIMS II final demand employment multiplier for the specified industries – general merchandise stores, food services and drinking places, and gasoline stations for Rutherford County, Tennessee.

17. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for the specified industry in Rutherford County, 2023. Assumes an average wage increase of 1.5% for 2024 and 2025.

18. U.S. Bureau of Economic Analysis, RIMS II final-demand aggregate output multiplier for Rutherford County, Tennessee for accommodations.

19. U.S. Bureau of Economic Analysis, RIMS II aggregate final demand employment multiplier for accommodations for Rutherford County, Tennessee.

20. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for the specified industry in Rutherford County, 2023. Assumes an average wage increase of 1.5% for 2024 and 2025.

Note: All calculations are in constant 2025 dollars. No changes in tax rates are assumed.
The 2017/2022 RIMS II multipliers are utilized for this analysis.

FALL CREEK COMMERCE CENTER - ECONOMIC IMPACT PROJECTIONS

Projected Industrial Buildout	Projected Retail & Hotel Buildout	Annual Smyrna Property Tax	50% of Direct Sales Tax from Retail & Hotel	Smyrna Hotel Tax	25% of Indirect Tax from Construction and Operations	Impact Fees	Revenue Total		Plan of Services	Notes		SMYRNA ANNUAL ROI	SMYRNA ROLLING ROI
WESTERN PARCEL													
Year 0 - 2026		$ 1,163	$ -	$ -	$ -	$ -	$ 1,163		$ 471,973	1		$ (470,810)	$ (470,810)
Year 1 - 2027		$ 1,163	$ -	$ -	$ 191,555	$ -	$ 192,718		$ 36,973	2		$ 155,745	$ (315,065)
Year 2 - 2028 (Bldg 7+8)	1 hotel + 30,000 sf retail	$ 96,921	$ 350,603	$ 101,630	$ 817,768	$ 1,113,958	$ 2,480,880		$ 761,973	3		$ 1,718,907	$ 1,403,842
Year 3 - 2029		$ 96,921	$ 350,603	$ 101,630	$ 542,031	$ -	$ 1,091,185		$ 411,973	4		$ 679,212	$ 2,083,054
Year 4 - 2030 (Bldg 5+6)		$ 143,414	$ 350,603	$ 101,630	$ 743,406	$ 585,331	$ 1,924,384		$ 411,973			$ 1,512,411	$ 3,595,464
Year 5 - 2031		$ 143,414	$ 350,603	$ 101,630	$ 919,380	$ -	$ 1,515,027		$ 411,973			$ 1,103,054	$ 4,698,518
Year 6 - 2032 (Bldg 1-4)	1 hotel + 30,000 sf retail	$ 257,065	$ 702,092	$ 203,260	$ 1,192,805	$ 1,324,574	$ 3,679,795		$ 411,973			$ 3,267,822	$ 7,966,340
EASTERN PARCEL													
Year 7 - 2033 (Bldg 9+10)		$ 325,241	$ 702,092	$ 203,260	$ 1,532,811	$ 858,319	$ 3,621,722		$ 1,136,973	5		$ 2,484,749	$ 10,451,090
Year 8 - 2034	+30,000 sf retail	$ 344,167	$ 966,798	$ 203,260	$ 1,717,304	$ 176,370	$ 3,407,899		$ 786,973	6		$ 2,620,926	$ 13,072,016
Year 9 - 2035 (Bldg 11+12)		$ 476,799	$ 996,798	$ 203,260	$ 2,326,954	$ 1,669,799	$ 5,673,610		$ 786,973			$ 4,886,637	$ 17,958,653
Year 10 - 2036		$ 476,799	$ 996,798	$ 203,260	$ 2,449,442	$ -	$ 4,126,299		$ 786,973			$ 3,339,326	$ 21,297,979
Year 11 - 2037 (Bldg 14+15)		$ 568,697	$ 996,798	$ 203,260	$ 2,773,117	$ 1,156,980	$ 5,698,852		$ 19,786,973	7		$ (14,088,121)	$ 7,209,858
Year 12 - 2038		$ 568,697	$ 996,798	$ 203,260	$ 2,629,845	$ -	$ 4,398,600		$ 1,786,973	8		$ 2,611,627	$ 9,821,485
Year 13 - 2039 (Bldg 16+17)		$ 675,075	$ 996,798	$ 203,260	$ 3,315,215	$ 1,339,268	$ 6,529,616		$ 1,786,973			$ 4,742,643	$ 14,564,128
Year 14 - 2040		$ 675,075	$ 996,798	$ 203,260	$ 3,090,744	$ -	$ 4,965,877		$ 1,786,973			$ 3,178,904	$ 17,743,032
Year 15 - 2041 (Bldg 18)		$ 684,472	$ 996,798	$ 203,260	$ 3,204,095	$ 118,306	$ 5,206,930		$ 1,786,973			$ 3,419,957	$ 21,162,989
Year 16 - 2042		$ 684,472	$ 996,798	$ 203,260	$ 3,281,968	$ -	$ 5,166,498		$ 1,786,973			$ 3,379,525	$ 24,542,515
Year 17 - 2043 (Bldg 24)		$ 696,823	$ 996,798	$ 203,260	$ 3,176,279	$ 257,536	$ 5,330,696		$ 1,786,973			$ 3,543,723	$ 28,086,238
Notes:													
1	Plan of Services = $435,000 easement cost + $19,213 annualized road maintenance + $17,760 annualized street lighting												
2	Plan of Services = $19,213 annualized road maintenance + $17,760 annualized street lighting												
3	Plan of Services = $19,213 annualized road maintenance + $17,760 annualized street lighting + 50% of $1,450,000 police staff/equipment												
4	Plan of Services = $19,213 annualized road maintenance + $17,760 annualized street lighting + 50% of $750,000 police staff												
5	Plan of Services = $19,213 annualized road maintenance + $17,760 annualized street lighting + 50% of $700,000 police equipment + 100% of $750,000 police staff												
6	Plan of Services = $19,213 annualized road maintenance + $17,760 annualized street lighting + 100% of $750,000 police staff												
7	Plan of Services = same as Note #6 + 100% of $15,000,000 fire station/$1,000,000 fire staff/$3,000,000 fire equipment												

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

AGREEMENT BETWEEN THE TOWN OF SMYRNA, TENNESSEE, CONSOLIDATED UTILITY DISTRICT AND FALL CREEK COMMERCE CENTER, LLC

This Agreement (the "**Agreement**") is made and entered into this _____ day of _____, 2026 (the "**Effective Date**") by and among the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "**Town**"), Consolidated Utility District of Rutherford County, Tennessee, a utility district organized under the laws of the State of Tennessee ("**CUD**"), and Fall Creek Commerce Center, LLC, a Tennessee limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, Developer is proposing to develop certain property located at Tax Map 011, Parcels 005.00 and 006.00 (collectively, the "**Property**"), which is generally north of Fall Creek and south of Bill France Boulevard in Rutherford County, Tennessee (the "**County**"), into a commercial/industrial subdivision (the "**Project**"), requiring installation of new natural gas main, sanitary sewer main with appropriate lift stations, and upgrades to existing water utility lines; and

WHEREAS, the Town is the natural gas and sanitary sewer provider to the Property and commits to provide sewer service and natural gas service to the Project, conditional upon the infrastructure improvements outlined herein; and

WHEREAS, CUD is the water utility provider to the Property and commits to provide water service to the Project, conditional upon the completion of the infrastructure improvements provided for in this Agreement and the Agreement Regarding Improvements to Water Utilities, dated May 28, 2024, between CUD and PDC TN/FL, LLC, a Delaware limited liability company (the "**Mona Road Agreement**"), to construct a water line spanning approximately 25,150 linear feet along Mona Road (the "**Mona Road Water Line**"), in each case subject to and in accordance with the terms of the applicable agreement; and

WHEREAS, the Town, CUD, and Developer have reached agreements for improvements to the natural gas, sanitary sewer, and water utility systems necessary for the Project; and

WHEREAS, Developer has agreed to fund and construct the necessary sanitary sewer force main transmission line, wet well, pumping station, and related appurtenances to connect the Project to the Town's existing sanitary sewer collection line (the "**Sewer Improvements**") and natural gas high pressure and low-pressure mains and regulator station (the "**Gas Improvements**"); and

WHEREAS, Developer has agreed to install and partially fund the necessary water utility improvements necessary for the Project (the "**Water Improvements**"), including a pump station required to be located on Mona Road but excluding the Mona Road Water Line, which will be installed in accordance with the Mona Road Agreement; and

WHEREAS, a general depiction of the Sewer Improvements, Gas Improvements and Water Improvements (collectively, the "**Utility Improvements**") is attached as **Exhibit A**; and

WHEREAS, notwithstanding anything to the contrary in **Exhibit A**, the Utility Improvements do not include the Mona Road Water Line; and

WHEREAS, as described in more detail in **Section 30,** CUD remains a party to the Mona Road Agreement, which governs the construction of the Mona Road Water Line, which is expressly excluded from the Water Improvements under this Agreement; and

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WHEREAS, Developer has submitted a written request for annexation into the Town's municipal jurisdiction of the contiguous tracts of land included within the Project that collectively abut Mona Road, depicted on **Exhibit A** as the "**Western Parcels**"; and

WHEREAS, the parties acknowledge that Developer's performance under this Agreement requires a determination of financial feasibility due to the significant capital expenditures to be made by Developer to construct the Utility Improvements of the Eastern Parcels (as defined below); and

WHEREAS, the purpose of this Agreement is to accomplish the development and conveyance of the Utility Improvements pursuant to the terms herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town, CUD, and Developer agree as follows:

1. **Incorporation of Recitals and Exhibits.** The above recitals, along with all exhibits attached hereto, are incorporated by reference into this Agreement.

2. **Conditions Precedent to Parties' Obligations**. As conditions precedent to any obligation of Developer and the Town under this Agreement, all of the following must first occur unless satisfied or waived by Developer, in Developer's sole discretion:

(a) Only to the extent required by applicable law, execution of an Intergovernmental Agreement by and between the Town and the County containing the County's consent to the Town exercising eminent domain over portions of real property owned and located in the County for the purpose of acquiring easements for the public improvements necessary for the Project.

(b) Approval of the plans and specifications of the Utility Improvements by all applicable Town Departments for Sewer/Gas and County Departments (to the extent Water Improvements traverse unincorporated areas of the County) pursuant to **Section 3** and **Section 6** of this Agreement.

(c) Receipt of (i) all necessary approvals and permits issued by the Town, the County and the State required for construction of the Utility Improvements and (ii) all necessary approvals and permits issued by the County and the State for construction of the Project.

(d) Obtaining a written agreement signed by the current owner(s) of the Western Parcels (collectively, "**Current Owner**"), in form approved by the Town Attorney, requiring Current Owner or Current Owner's successors and assigns, as applicable, to consent to deannexation of the Western Parcels in the event Developer fails to purchase the Western Parcels within twelve (12) months following annexation or such later date as agreed to in writing by the Town and presented in executed form simultaneously with the approval of this Agreement. Notwithstanding anything to the contrary herein, the requirements in this **Section 2(e)** shall not be waived by Developer, unless agreed to in writing by Developer and the Town.

3. **Utility Improvement Design Responsibility**.

(a) Developer will be responsible for the hiring of a qualified civil engineering consultant licensed in the State of Tennessee (the "**State**") for the purpose of designing all Utility Improvements. Plans and specifications for the Utility Improvements conforming to the applicable provisions of Town's subdivision regulations, storm water ordinance, the Smyrna Municipal Code (the "**Code**"), the Town's sanitary sewer and natural gas construction specifications for sewer and

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

gas design, CUD's water construction specifications for water design as well as any other applicable adopted policies related to development in the Town or with any applicable federal, state, county and local laws, regulations and/or guidelines (collectively, the "**Utility Improvement Regulations**"), shall be prepared by Developer's consultants. The scope of work shall include, without limitation, the design of said Utility Improvements.

(b) Design of the Sewer and Gas Improvements shall include engineering reports, preliminary surveys, roadway, storm water drainage, sewer line plans, sewer line profiles, detail sheets, gas line plans and profiles, project specifications, hydraulic calculations, preparation of cost estimates, and any required support data. Developer shall coordinate all design with the Town and submit the design for review and approval to the Town. The Town shall with due speed and in good faith endeavor to review and approve the design of the sewer and gas improvements within two (2) weeks following submittal by the Developer, such approval to not be unreasonably withheld. Developer shall, upon final approval of the Town Utilities Department, submit to the Town Utilities Department electronic engineer-stamped copy of plans and calculations of Sewer Improvements which the Town Utilities Department shall forward to the appropriate State agency for approval. All applicable fees shall be the responsibility of the Developer. All Sewer and Gas Improvements will be designed and completed in compliance with applicable provisions of the Utility Improvement Regulations. All permits from other governmental agencies and utilities are the responsibility of Developer.

(c) Design of the Water Improvements shall include engineering reports, preliminary surveys, water line plans, water line profiles, detail sheets, project specifications, hydraulic calculations, preparation of cost estimates, and any required support data. Developer shall coordinate all design with CUD and submit the design for review and approval to CUD. CUD shall review and approve the design of the Water Improvements no later than thirty (30) days following submittal by the Developer, such approval to not be unreasonably withheld. Developer shall, upon final approval of the CUD Engineering Department, submit to CUD an electronic engineer-stamped copy of plans and calculations of the Water Improvements which CUD shall forward to the appropriate State agency for approval. All applicable fees shall be the responsibility of the Developer. All Water Improvements will be designed and completed in compliance with applicable provisions of the Utility Improvement Regulations and CUD requirements. All permits from other governmental agencies and utilities are the responsibility of Developer.

4. **Cost Allocation of Utility Improvements**.

(a) Developer shall fund one hundred percent (100%) of engineering, design, permitting, and construction administration costs for the Sewer Improvements and Gas Improvements, the general scope of which are identified on **Exhibit C**.

(b) Developer shall fund one hundred percent (100%) of engineering, design, permitting, and construction administration costs of the Water Improvements. CUD shall fund the following percentages of the construction costs for the Water Improvements, which shall be due from CUD and paid to Developer upon CUD's final acceptance of the Water Improvements: ten percent (10%) of the water storage tank, fifteen percent (15%) of the water pump station, and ten percent (10%) of the water mains, the general scope of which are identified on **Exhibit D**. Furthermore, Developer will pay for (i) 90% of CUD's portion of the construction cost for the 16-inch water main to be installed per the Mona Road Agreement and (ii) 90% of the construction cost to upsize the water main from 16-inch to 20-inch for the section of water main between Dinky Lane and West Jefferson Pike per the Mona Road Agreement, and (iii) Developer will pay CUD for the

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

construction costs under subsections (i) and (ii) within fifteen (15) business days of CUD awarding the construction contract for the Mona Road Water Line.

(c) Tap Fee Credits for Oversized Infrastructure for Sewer Improvements Only. In the event the Town determines that the Sewer Improvements must be sized larger than what would otherwise be required to adequately serve the Project alone in order to provide capacity for future development within the broader service basin, Developer shall be entitled to tap fee credits against the costs of the Sewer Improvements as follows:

(i) Determination of Required Sizing. The Town's Director of Utilities, or his designee, in consultation with Developer's engineering consultant, shall determine (a) the minimum pipe sizes and related infrastructure capacity required to adequately serve the anticipated utility demands of the Project ("**Project-Required Size**"), and (b) the pipe sizes and infrastructure capacity that the Town requires Developer to install to serve the broader basin or to meet the Town's utility system planning requirements ("**Town-Required Size**").

(ii) Credit Calculation. If the Town-Required Size exceeds the Project-Required Size for any portion of the Sewer Improvements, Developer shall receive sewer tap fee credits, as applicable, equal to the incremental cost difference between installing infrastructure at the Project-Required Size versus the Town-Required Size, as documented by Developer's contractor pricing and verified by the Town.

(iii) Credit Application. Such credits shall be applied against tap fees assessed by the Town for connections to sewer within the Project, and any unused credits may be transferred to subsequent phases of development by Developer or its affiliates within the same service area, subject to the Town's standard policies regarding sewer tap fee credit transfers.

(iv) Documentation. All sizing determinations and cost calculations for Sewer Improvements shall be documented in writing and agreed upon by both the Town and Developer prior to commencement of construction of the applicable infrastructure.

5. **Coordination and Construction.**

(a) Subject to the defaults and remedies in **Section 17** and Developer's obligations in the following sentence, CUD and the Town, as applicable, shall acquire and pay for all easements required for their respective portions of the Utility Improvements, a preliminary drawing of the locations for which being attached as **Exhibit B**. Developer shall provide surveys of the easement areas to the Town and CUD, as applicable, each containing a metes and bounds description, drawing, current owner's name and source of title, and current tax map and parcel number. If Developer reasonably expects the acquisition of a possessory right to any easement required for the Utility Improvements to delay beyond the 395th day following the Effective Date, Developer will have the right but not the obligation, to redesign the route of any affected Utility Improvements, subject to the approval of the Town and/or CUD, as applicable, pursuant to **Section 3**.

(b) Developer shall be responsible for procurement of materials, construction and installation of the Sewer Improvements and the Gas Improvements prior to the expiration of the Term of this Agreement, with the Town retaining rights to inspect bids and contracts relating to sewer and gas utility scope.

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

(c) Developer shall be responsible for procurement of materials, construction and installation of the Water Improvements prior to the expiration of the Term of this Agreement, with CUD retaining rights to inspect and approve all bids and contracts relating to the water utility scope. Developer must obtain CUD's written approval as to all contractors for any Water Improvements and all bids, contracts, and construction costs relating to the Water Improvements before the execution of any contracts for any Water Improvements or commencement of the construction of any Water Improvements, said approval not to be unreasonably withheld, conditioned or delayed.

(d) Developer, the Town and CUD shall, to the greatest extent possible and practical, adjust the alignment of the respective utility pipelines to share a forty (40) foot wide public utility easement, as depicted on **Exhibit A**, and provide clearance between the utility pipelines that is acceptable to both the Town and CUD.

(e) Developer, the Town and CUD each acknowledge that, for a portion of the overall alignment, the gas and sanitary sewer may be on one side of the road and the water main on the opposite side of the road. In that situation, the Town and CUD will determine the width of their respective easement(s) and the terms and conditions of said easement(s) for their respective purposes.

(f) When the Town and CUD are expected to share the same public utility easement, the terms and conditions of the public utility easement document will be revised as needed to make them acceptable to both the Town and CUD.

(g) The Town and CUD will coordinate and collaborate regarding shared easement acquisition, including by jointly meeting with the applicable property owners if needed, and utilize the same appraisal of each property to determine the value of the shared easement.

(h) The Town shall be responsible for 67% of easement acquisition and negotiation costs pertaining to any easement that contains natural gas, sanitary sewer and water line facilities. CUD shall be responsible for 33% of easement acquisition and negotiation costs pertaining to any easement that contains natural gas, sanitary sewer and water line facilities.

(i) The Town shall be responsible for 50% of the easement acquisition and negotiation costs pertaining to any easement that contains natural gas and water line facilities. CUD shall be responsible for 50% of the easement acquisition and negotiation costs pertaining to any easement that contains natural gas and water line facilities.

(j) The Town shall be responsible for 100% of the easement acquisition and negotiation costs pertaining to any easement that contains only natural gas and sanitary sewer facilities. CUD shall be responsible for 100% of the easement acquisition and negotiation costs pertaining to any easement that contains only water line facilities.

(k) The Town shall be responsible for 100% of construction inspection costs of the Gas Improvements and the Sewer improvements, and CUD shall be responsible for 100% of construction inspection costs of the Water Improvements.

(l) Developer shall cooperate with any reasonable requests of the Town or CUD in connection with easement acquisitions, and the Town, CUD and Developer shall cooperate with each other on any permit procurement required for construction of the Utility Improvements. Developer shall grant to the Town and CUD, at no cost, any utility easements and temporary construction easements for their respective utilities which Town and/or CUD determine are

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

necessary crossing property owned or controlled by Developer or Developer's affiliates. Any such easements shall be located in areas that Developer reasonably approves in advance to avoid interference with the development and construction of improvements on the Property. Developer shall also convey property in fee simple to Town of sufficient size and location as mutually agreed upon for construction of a sewer lift station with an easement for ingress, egress and utilities thereto. Developer will also convey property to CUD in fee simple of sufficient size and location mutually agreed upon for construction of an elevated water tank and grant an easement to CUD for ingress, egress and utilities thereto. Any necessary final easement documents shall be prepared by Developer from easement descriptions provided by Developer and shall be approved as to form by the Town Attorney and CUD legal counsel.

6. **Plan Approvals for Utility Improvements and Stormwater Controls.**

(a) Developer's engineering consultant shall provide survey layout of the Utility Improvements, including, but not limited to, roadway, storm water drainage components, water and sewer lines, which includes the field location of an appropriate benchmark(s), location of roadway layouts, drainage structures, sewer manholes, preparation of sewer line cut sheets and water line location alignments. The Town Utilities Department shall approve the plans for the Sewer and Gas Improvements, including, but not limited to, sewer cut sheets and line locations prior to construction beginning. The Town Public Works Department and Town Engineer of Record shall approve any necessary roadway plans and storm water drainage plans and calculations for the Sewer Improvements and Gas Improvements prior to beginning construction. Developer must obtain CUD's written approval of plans for the Water Improvements, including, but not limited to, water cut sheets and line locations prior to construction beginning.

(b) Developer shall provide the Town and CUD detailed site plans, road plans and profiles, storm drains, sediment control measures and detention plans, including dry detention, and other utilities including water, gas and sewer included in the Utility Improvements. Developer shall obtain approval from the applicable Town Departments and/or CUD prior to any changes to the plans after submittal for water, sewer, roadway and storm water design, and any field changes which would affect the approved design. Developer shall coordinate site plans, road plans and profiles, storm drains, sediment control measures and detention plans, including dry detention with water and sewer mains and laterals to avoid conflicts during construction of the Utility Improvements.

(c) In the event any of Developer, the Town or CUD, at any time prior to final acceptance of the Utility Improvements, identify unforeseen field conditions that require adjustment to the approved plans for the Utility Improvements in order to serve the Project in accordance with **Section 11** (which for the avoidance of doubt will be determined without consideration of requests for service from any other customer or potential customer of the Town or CUD), Developer, the Town and CUD will promptly coordinate to redesign the affected portions of the Utility Improvements, as necessary, and such redesigned plans will be reviewed and approved in accordance with the provisions of **Section 3** and **Section 6** of this Agreement, and all costs associated therewith will be allocated in accordance with **Section 4**.

7. **Financial Surety.**

(a) If Developer wishes the final plat executed prior to the completion of all Utility Improvements for the Project, in order to secure the performance of Developer's obligations under this Agreement and the Utility Improvement Regulations, Developer shall provide security in the form of an irrevocable letter of credit or cash deposit to the Town for the Sewer Improvements and the Gas

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

Improvements (collectively, the "**Town Financial Surety**"). The Town Financial Surety amount shall be based on the percentage of the Sewer Improvements and Gas Improvements remaining to be completed, tested and accepted by the Town, in accordance with the inspector's project quantity records. The Town Financial Surety shall remain in force through the completion of the work and shall extend for a period of twelve (12) months after the completion of the work and preliminary acceptance by the respective Town Departments, except that the Town may release a portion of the Town Financial Surety during the twelve (12) month maintenance warranty period which shall commence at the time the Town gives written acceptance by the director of the appropriate Town Department of the improvements as being complete according to the plans and in conformity with the Utility Improvement Regulations; provided however, that the portion of the Town Financial Surety retained for such warranty period shall in no event be less than twenty-five percent (25%) of the original amount of the Town Financial Surety or $10,000, whichever is higher. The Town Planner is authorized to reduce the amount of the Town Financial Surety below the aforementioned minimum in the Town Planner's sole discretion on items of little value.

Actual construction costs, as submitted to Developer from Developer's contractor, and any Town cost shall be used to establish the construction cost portion of the letter of credit or cash required by the Town's subdivision regulations or the Code. In the event the Sewer Improvements and the Gas Improvements have not been completed in the period of time beyond the original twelve (12) month letter of credit or cash bond, Developer understands and acquiesces that construction costs for labor and materials may increase over time and the Town may require an increase of value within the bond or letter of credit. Developer acknowledges and accepts the Town's right to recalculate the amount of financial surety required after the initial twelve (12) month period has expired and to provide the additional surety if required. Furthermore, in the event Developer fails to install the Sewer Improvements and the Gas Improvements, either to completion or satisfactorily, the Town shall be reimbursed by Developer for the costs to the Town, over and above the letter of credit, cash bond or other surety for completing the Sewer Improvements or the Gas Improvements, as applicable. The Town will competitively bid the unfinished, incomplete or faulty public improvements and Developer shall be responsible for the difference between the letter of credit, cash bond or other surety and the competitively bid price to the Town.

(b) If Developer wishes the final plat executed prior to the completion of all Utility Improvements for the Project, in order to secure the performance of Developer's obligations under this Agreement and the Utility Improvement Regulations, Developer shall provide security in the form of an irrevocable letter of credit or cash deposit to CUD for Water Improvements (the "**CUD Financial Surety**"). The CUD Financial Surety amount shall be based on the percentage of the Water Improvements remaining to be completed, tested and accepted by CUD, in accordance with the inspector's project quantity records. The CUD Financial Surety shall remain in force through the completion of the work and shall extend for a period of twelve (12) months after the completion of the work and preliminary acceptance by CUD, except that CUD may release a portion of the CUD Financial Surety during the twelve (12) month maintenance warranty period which shall commence at the time CUD gives written acceptance to Developer that the improvements as being complete according to the plans and in conformity with the Utility Improvement Regulations and CUD requirements; provided however, that the portion of the CUD Financial Surety retained for such warranty period shall in no event be less than twenty-five percent (25%) of the original amount of the CUD Financial Surety or $10,000, whichever is higher. CUD is authorized to reduce the amount of the CUD Financial Surety below the aforementioned minimum in its sole discretion on items of little value.

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

Actual construction costs, as submitted to Developer from Developer's contractor, and any CUD cost shall be used to establish the construction cost portion of the letter of credit or cash required by applicable Utility Improvement Regulations. In the event the Water Improvements have not been completed in the period of time beyond the original twelve (12) month letter of credit or cash bond, Developer understands and acquiesces that construction costs for labor and materials may increase over time and CUD may require an increase of value within the bond or letter of credit. Developer acknowledges and accepts the CUD's right to recalculate the amount of financial surety required after the initial twelve (12) month period has expired and to provide the additional surety if required. Furthermore, in the event Developer fails to install the Water Improvements, either to completion or satisfactorily, CUD shall be reimbursed by Developer for the costs to CUD, over and above the letter of credit, cash bond or other surety for completing the Water Improvements. CUD will competitively bid the unfinished, incomplete or faulty public improvements and Developer shall be responsible for the difference between the letter of credit, cash bond or other surety and the competitively bid price to CUD.

8. **Local Building and Site Permits**. The Town agrees to use its best efforts to have any and all building and site related permits required with respect to the Utility Improvements issued or amended in an expedited manner, to the extent the permit requirements meet the Town's regulations/ordinances, so as to facilitate Developer's anticipated schedule for the commencement of site work for the construction of the Project no later than thirty (30) days following the date Developer submits its request for such permit or amended permit.

9. **Annexation and Rezoning.**

(a) Developer agrees to file a written request for annexation into the Town's municipal jurisdiction of the portion of the tracts of land, or portions thereof, within the Town's urban growth boundary and located east of Mona Road, depicted on **Exhibit A** as the "**Eastern Parcels**", no later than ninety (90) days after Developer receives written notice from the Town for annexation into the Town's municipal jurisdiction; provided that the Developer's consent to annexation of the Eastern Parcels shall be expressly contingent upon the Town rezoning the Eastern Parcels to a Planned Unit District.

(b) Developer, its successors and assigns, irrevocably consent to the annexation of the Project land located within the Town's urban growth boundary, as evidenced by its currently filed request for annexation of the Western Parcels and its agreement to request annexation of the Eastern Parcels in accordance with subsection (a) above, and agrees to use commercially reasonable efforts to assist the Town in connection with its approval of this annexation.

10. **Impact Fees and Annexation.** The Developer acknowledges that, according to Title 5, Chapter 5 of the Code, impact fees will apply to all building construction permits within the Western Tracts. If the Developer obtains building permits from Rutherford County Government for the Eastern Parcels before their annexation, the Developer agrees to pay the applicable Town impact fees for any existing structures built under these County permits. This obligation arises upon the successful annexation of the Eastern Parcels, and the fees will be calculated as if the permits had originally been issued by the Town and assessed at the time of annexation.

11. **Utility Service Commitments**.

(a) The Town commits to providing sanitary sewer and natural gas services to the Project at locations set forth on the approved plans for the Sewer Improvements and Gas

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

Improvements along the boundary of the Project generally depicted on the plan attached as **Exhibit B**, conditioned on the Developer's commitment to constructing the Sewer Improvements and Gas Improvements. The Town shall apply inside-customer service rates and proportionate tap fees (relative to the requested service) to the Western Parcels. The Town shall apply outside-customer service rates and proportionate tap fees (relative to the requested service) to the Eastern Parcels unless and until Developer requests annexation of the Eastern Parcels and the Town approves the annexation in accordance with **Section 9(a)** of this Agreement, at which time the Town shall apply inside-customer service rates.

(b) CUD commits to providing water service to the Project at locations set forth on the approved plans for the Water Improvements along the boundary of the Project generally depicted on the plan attached as **Exhibit D**, conditioned on the Water Improvements provided for in this Agreement and the Mona Road Agreement being completed in accordance with the terms of this Agreement and the Mona Road Agreement, as applicable, in each case subject to and in accordance and compliance with the terms of the applicable agreement, all applicable laws, and CUD's generally applicable requirements; and

12. **Construction in Public Right-of-Way**. In the event any construction is to be performed within existing public right-of way of the Town, Developer agrees to notify the Town at least fourteen (14) days prior to the commencement of said work in the public right-of-way, and to obtain all necessary approvals and permits from all Town departments. Developer further agrees to properly mark the construction area with barriers, barricades, fences, guards and flagmen as required by the Manual on Uniform Traffic Control Devices, Part 6 ("**MUTCD**"), in order to minimize the danger to the public. Developer agrees that in streets which are not barricaded to block all traffic, to place and maintain a drum type barricade as described in MUTCD, stabilized with sand bags on each manhole cover and/or casting which extends more than two (2) inches above the existing street surface and provide variable message boards to inform the general public of closures or construction seven (7) days prior to the work. Without limiting Developer's obligation to conform to all provisions of MUTCD, Developer agrees to place and maintain signs as provided in subsection 6B of MUTCD. Prior to any grading (as defined in the Code) of land that is within the Town's jurisdiction for the installation of the Utility Improvements, the Developer is required to submit and receive a grading permit from the Town's Public Works Department.

13. **Public Dedication and As-Built Drawings.**

(a) The Town reserves the right to designate, for the purpose of dedication to the Town, roadway, storm water drainage components, sewer lines and gas lines as public for operation and maintenance by the Town. Developer shall coordinate all Water Improvements design and installation with CUD. Developer must submit to the Town acceptable Water Improvements designs which have received approval by CUD on a scale acceptable to Town, with State approvals, prior to the Town approving any designs for Sewer Improvements. The Town will not accept or connect storm water or sewer lines which are not constructed in conformity with the approved plans and specifications submitted to and approved by the town and any applicable State agency. The Town shall require Developer to televise and record the internal portion of the line which may be suspected of not meeting the installation requirements and standards. This work shall be performed by Developer at Developer's expense. Developer is responsible for installing sewer services from the respective mains to the Project. Developer is also responsible for setting any water meter boxes in accordance with the most recently adopted CUD Water Standard Specifications.

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

(b) After all Utility Improvements have been installed, including, but not limited to roadway, storm water drainage, natural gas and water and sewer components have been tested and approved by the Town and CUD, but before water taps are to be set, Developer shall "record drawings" of the Utility Improvements, also known as "as-built" drawings and provide copies of the same to the Town and CUD in a form acceptable to the Town and CUD. Any Natural Gas or Water Improvements record drawings shall include at least two measurements to all line valves, domestic taps and meters, and fire tap locations. Any Sewer Improvements record drawings shall locate all sewer service, which service shall be measured from the first downstream manhole and include the length of service laterals and the depth of the end of the service lateral. All record drawings shall be submitted with one paper copy and one electronic copy to the Town and CUD. The electronic copy shall be submitted to the Town in "shape" file format and be created using the XY Coordinate System, NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet.The submission of electronic copies shall be in accordance with the Town's policy related to such electronic copies. The submission of the As Built Water Improvement drawings to CUD shall be in accordance with CUD requirements. The Developer or CUD, as applicable and agreed to by the parties, shall be responsible for setting water meter assemblies after water mains are tested, approved, and record drawings are received by CUD.

(c) Upon completion of construction and prior to acceptance, the Town may require Developer to submit a sworn statement of actual costs of labor and materials required for construction excluding sums previously billed through the Town. The Town will supply Developer with a form for this purpose.

14. **Maintenance of Utility Improvements**. Developer shall be responsible for maintenance and upkeep of the Utility Improvements constructed for a period of one (1) full year following the date of written acceptance, said maintenance and warranty to include, but not be limited to, adjustment of storm water drainage grates, repair and establishment of grass growth of detention and retention areas, repair of storm water drainage components, repair of roadways and concrete curbs, manhole frames and covers, fire hydrants, valve boxes, and all infrastructure repairs required to maintain an operable system. In the event Developer fails to properly construct the Utility Improvements required by the plans incorporated herein and approved by the applicable Town Departments, during the warranty period, Developer shall continue to be responsible for corrective work, notwithstanding the Town overlooked such defects prior to its acceptance of the Utility Improvements.

15. **Disruption of Utility Service and Street Closure**. Developer is required to provide at least fourteen (14) days' notice to the Town prior to any closure of street or disruption of any utility. Prior to any street closure or disruption of any utility, Developer shall obtain written approval from the director of the appropriate Town Department. Developer agrees to pay for and reimburse the Town for any and all costs associated with the street closure, including costs associated with the re-opening of the street, and/or the disruption of any utility, including costs associated with the re-institution or re-connection of any utility. Developer is required to provide at least fourteen (14) days' notice to CUD prior to the disruption of any water utility. Prior to disruption of any water utility, Developer shall obtain written approval from CUD. Developer agrees to pay for and CUD for any and all costs associated with the disruption to the water utility including costs associated with the re-institution or re-connection of any water utility. The Town and/or CUD shall submit an invoice not later than thirty (30) days for any such costs. Such invoice for costs shall be paid not later than 15 (fifteen) business days from the date of invoice.

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

16. **Proof of Insurance**. Developer agrees to provide and maintain, or require Developer's contractor to provide and maintain, commercial general liability insurance with minimum limits of $2,000,000 single limits, which names Developer, Town, CUD, and Developer's contractor as insureds. In addition, Developer agrees to hold the Town and CUD harmless and indemnify the Town and CUD for all claims of loss associated with construction by Developer. The insurance policy shall require a minimum of thirty (30) days written notice to the Town and CUD prior to cancellation. Developer shall deliver proof of insurance prior to any construction. In the event Developer fails to do so, the Town and CUD may, following fifteen (15) days prior written notice to Developer, purchase the necessary insurance and charge same to Developer together with an interest rate/service charge fee of twenty percent (20%) per annum.

17. **Event of Default**.

(a) In the event of default by Developer, Developer agrees to pay reasonable attorney's fees and court costs associated with enforcement of this Agreement. Failure to comply with this Agreement or any aspect of this agreement will result in a Stop Work Order being issued by the Town and/or CUD. Additionally, no permits or certificates of occupancy will be issued for any construction or building within the Project until all violations are corrected. Violation of a Stop Work Order will be punished and enforced as applicable under State law. Violation of a Stop Work Order is a violation of this Agreement and in accordance with the Code may subject the violator to a fine. Furthermore, all provisions of Title 14 Chapter 8 of the Code are incorporated into this Agreement; including, but not limited to, provisions codified under Title 14 Chapter 8 Section 807 (Violation and Penalty).

(b) In the event Developer (i) abandons the Project, (ii) fails to commence substantial construction of the Utility Improvements by the expiration of the twenty-fourth (24th) full calendar month following the Effective Date, as such period will be extended on a day-for-day basis for each day that the Utility Property Acquisition (as defined in **Section 22(b)**) is delayed beyond the 395th day following the Effective Date, or (iii) otherwise materially defaults under this Agreement such that the Project will not be completed, Developer shall reimburse the Town and CUD for all actual out-of-pocket costs incurred by the Town and CUD, as applicable, for easement acquisition related to the Project. Such reimbursement shall include, but not be limited to, appraisal fees, legal fees, court costs, survey costs, title work, condemnation expenses, and the actual out-of-pocket cost of any acquired land or easement rights. Developer's reimbursement obligation under this provision shall not apply if the Project is successfully completed in accordance with this Agreement.

18. **Quo Warranto Action and Agreement Nullification.** In the event that the annexation of the Western Tracts becomes the subject of a quo warranto action and is judicially nullified by a court with competent jurisdiction solely as a result of such quo warranto action, this Agreement shall be rendered null and void. During the pendency of such quo warranto action, the time constraints specified within this Agreement shall be extended and/or tolled (but without excusing any party from performing any obligations in good faith that are not expressly time constrained) until a final order is issued by the court assigned to the matter. Additionally, if the Town and/or CUD files petitions for condemnation of easements to effectuate the installation of sewer, gas, and/or water utility improvements, as applicable, and is not granted possession of the applicable property by the circuit court, this Agreement shall be voidable by the Town as to easements for Sewer and Gas Improvements or CUD as to easements for Water Improvements if possession through condemnation of any alternative routes deemed mutually acceptable by the Developer and the Town and/or CUD, as applicable, similarly fails in court.

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

19. **Ordinance/Regulation Application**. This Agreement does not supersede or negate any building requirements, fire flow regulations, ordinance provisions, or any other regulations of the Town of Smyrna that are applicable to the commercial or industrial development and construction of the Project. All such requirements and regulations must be fully complied with by the Developer and any other parties involved in the Project.

20. **Force Majeure**. Neither the Town, CUD, nor Developer shall be liable for any failure or delay in performance under this Agreement, other than the payment of money, due to circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, civil disturbances, government actions, labor disputes, pandemics, or any other events that are unforeseeable and unavoidable ("Force Majeure Event(s)"). No Force Majeure Event shall excuse any failure or delay in performance under this Agreement for longer than one hundred eighty (180) days unless all parties hereto enter into an amendment to this Agreement. In the event such an amendment is not entered into, this Agreement shall terminate and the parties shall have no further obligations hereunder except that Developer shall be reimburse the Town and CUD as set forth in **Section 17(b)**.

21. **Severability**. If any party is judicially precluded from carrying out any of the provisions of this Agreement, such provision shall be deemed void, but the remainder of this Agreement shall remain in full force and effect. However, if the Town and/or CUD is enjoined or precluded from proceeding with the utility installations or annexations contemplated herein under a final, non-appealable judgment from a court of competent jurisdiction such that the core purposes of this Agreement cannot be accomplished, then this Agreement shall be deemed void in its entirety.

22. **Term and Binding Effect**.

(a) This Agreement is valid for an initial term of five (5) years (the "**Initial Term**"), which may be extended for two (2) successive two (2) year periods, in Developer's sole discretion, provided Developer is not in default of any material terms of this Agreement. The Town and CUD reserve the right to decline renewal of this Agreement beyond the Initial Term if Developer fails to demonstrate significant, observable and ongoing construction activity related to the Utility Improvements installation prior to the conclusion of the Initial Term, which activity may include but is not limited to, Developer pulling building permits for construction of the Utility Improvements, grading and earthmoving activities, on-site contractor mobilization and commencement of the installation of infrastructure improvements. If the Town or CUD elect not to renew the Initial Term based on this provision, Town or CUD, as applicable, shall provide written notice to Developer outlining the Town's or CUD's, if applicable, reasoning and support for such nonrenewal.

(b) The Initial Term will be extended in the event the Town and CUD fail to secure all property rights necessary for construction of the Utility Improvements either through easements or fee simple acquisition, as applicable (the "**Utility Property Acquisition**"), within a period of two hundred seventy-five (275) days following the Town's and CUD's receipt of Developer's list identifying all property necessary for the Utility Property Acquisition (the "**Initial Acquisition Completion Date**"). In such event, the Initial Term extension shall be for a period equal to the number of days by which completion of the Utility Property Acquisition exceeds the Initial Acquisition Completion Date, with such extension continuing until the Town and CUD have successfully completed the Utility Property Acquisition. For purposes of this provision, Utility Property Acquisition shall be deemed complete when the Town and CUD have secured all requisite property rights through voluntary agreement, eminent domain proceedings, or other legally sufficient means, and all appeal periods related thereto have expired or been exhausted. This extension of the Initial Term

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

shall not excuse any Party's obligations unrelated to the Utility Property Acquisition in this Agreement, and Developer shall cooperate in good faith with the Town and CUD to facilitate the Utility Property Acquisition.

23. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of Tennessee, with jurisdiction and venue over any proceedings related to this Agreement lying exclusively in Rutherford County, Tennessee.

24. **Amendments.** From and after the Effective Date, any amendments to this Agreement must be made in writing and signed by all parties, following formal review by the Town Council and CUD's Board of Commissioners.

25. **Notices.** All notices of any kind which either part may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service at the addresses set forth below:

As to Developer:	Fall Creek Commerce Center, LLC 3000 Turtle Creek Boulevard Dallas, TX 75219 Attn: Steve Parker Telephone: (214) 303-5535 Email: steve.parker@hillwood.com
With a copy to:	Bradley Arant Boult Cummings LLP 1221 Broadway, Suite 2400 Nashville, TN 37203 Attn: Chris Bowles Telephone: (615) 252-2399 Email: cbowles@bradley.com
As to CUD:	Consolidated Utility District of Rutherford County, Tennessee Attn: Roger Goodson, General Manager 709 New Salem Road Murfreesboro, TN 37129 Telephone: (615) 893-7225 Email: rgoodson@cudrc.com
With a copy to CUD's counsel:	Jeff Reed, Esq. Hudson, Reed & Christiansen, PLLC 16 N. Public Square Murfreesboro, TN 37130 Telephone: (615) 893-5522 Email: jreed@mborolaw.com
As to the Town:	Town of Smyrna, Rutherford County, Tennessee Attn: Mike Strange, Director of Utilities 315 S. Lowry Street Smyrna, TN 37167 Telephone: (615) 355-5711 Email: michael.strange@townofsmyrna.org

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

With a copy to: Town of Smyrna, Rutherford County, Tennessee
Attn: David Santucci, City Manager
315 S. Lowry Street
Smyrna, TN 37167
Telephone: (615) 267-5005
Email: david.santucci@townofsmyrna.org

26. **Assignment**. Developer may assign this Agreement, in whole or in part, to any affiliate of Developer without the consent of the Town or CUD. Developer shall provide written notice of such assignment to the Town and CUD as soon as reasonably practicable following the effective date of the assignment. Any such affiliate assignee shall assume in writing all obligations of Developer under this Agreement with respect to the portion assigned, and Developer shall remain liable for all obligations under this Agreement accruing prior to the effective date of such assignment. For purposes of this provision, "affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Developer. Developer may also assign this Agreement, in whole or in part, to any other party with the prior written consent of the Town and CUD, which consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

27. **PUD Design Review Requirement**. Developer agrees to seek approval of the Project as a planned unit development ("**PUD**"), pursuant to Section 4.070 of the Town Zoning Code (the "**Zoning Regulations**"). In consideration of this Agreement, Developer shall provide the Town certain information demonstrating that the Project shall be appropriately integrated with the surrounding area and developed in accordance with the Zoning Regulations, as described in more detail on **Exhibit E**, including, but not limited to a preliminary site layout, proposed uses, maximum development square footage and minimum open space square footage, and proposed building elevations. Developer shall seek final site plan and design review approval from the Town Council for the Western Parcels and the Eastern Parcels in addition to the Planning Commission as provided in the Zoning Regulations, and the Town Council shall comply with all applicable provisions of the Town Zoning Code related to final site plan approval and design review. The Town Council shall apply the same standard of review and approval criteria as the Planning Commission in its consideration of Developer's final site plan and design review.

28. **Waiver of Jury Trial**. Each party hereby waives any right to a trial by jury in any action or proceeding arising out of or relating to this agreement, to the fullest extent permitted by law. Each party acknowledges that this waiver is made knowingly and voluntarily. If this waiver is found to be unenforceable, any dispute between the parties shall be resolved by a court without a jury.

29. **Cooperation**. The parties agree to cooperate in good faith and use reasonable efforts to fulfill their respective obligations and to achieve the objectives of this Agreement and the feasibility and success of the Project.

30. **Mona Road Agreement**. The parties acknowledge and agree that nothing in this Agreement is intended to conflict with or contradict the terms of the Mona Road Agreement. Developer and CUD agree to cooperate, to the maximum extent permitted under applicable law and the Mona Road Agreement, to ensure the design, engineering and construction of the Water Improvements are consistent and coordinated with the design of the Mona Road Water Line. CUD shall, to the maximum extent permitted under applicable law and the Mona Road Agreement, ensure that the selection of a contractor for the Mona Road Water Line considers the need for such

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consistency and coordination. If the Mona Road Agreement is terminated for any reason, including under Section 1(e) of the Mona Road Agreement, CUD and Developer agree to enter into a replacement agreement on the same terms as the Mona Road Agreement, adjusted to reflect necessary changes in dates and to remove any obligations previously satisfied as of the termination date (a "**Replacement Agreement**") and adjusted to provide the following: (i) Developer will pay for 90% of CUD's portion of the construction cost for the 16-inch water main (ii) Developer will pay for 90% of the construction cost to upsize the water main from 16-inch to 20-inch for the section of water main between Dinky Lane and West Jefferson Pike. Notwithstanding the above, Developer will not be required to assume any liabilities of the developer under the Mona Road Agreement arising prior to the effective date of the Replacement Agreement. Further, in the event that Developer and the developer under the Mona Road Agreement desire for all or any portion of the developer's rights and obligations under the Mona Road Agreement to be assigned to Developer, CUD hereby consents to such assignment and acknowledges that no further consent or action by the parties to the Mona Road Agreement will be required by the parties to the Mona Road Agreement to memorialize CUD's consent, but Developer must obtain CUD's written approval as to all contractors for any water utility work under the Mona Road Agreement and all bids, contracts, and construction costs relating to water utilities under the Mona Road Agreement before the execution of any contracts for any water utilities under the Mona Road Agreement or commencement of the construction of any water utilities under the Mona Road Agreement, said approval not to be unreasonably withheld, conditioned or delayed. CUD further agrees to complete easement acquisition, engineering, design and permitting pursuant to Section 4 of the Mona Road Agreement within the time frames contemplated for the easement acquisition, engineering, design and permitting of the Utility Improvements under this Agreement, and Developer agrees to use commercially reasonable efforts to ensure alignment of such time frame. CUD agrees to finalize and issue its invitation to bid the construction work under the Mona Road Agreement no later than 30 days after the easement acquisition, engineering, design and permitting required under Section 4 of the Mona Road Agreement is complete and to use commercially reasonable efforts to select a contractor under that invitation to bid no later than 45 days after issuing the invitation to bid.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TOWN OF SMYRNA, TENNESSEE

By: _____

Title: _____

Date: _____

FALL CREEK COMMERCE CENTER, LLC

Initial PR

Initial CS

By: DocuSigned by: Kurt Nelson 96AA04D35EAF428...

Title: Authorized Signatory

Date: 1/6/2026 | 9:33:06 AM CST

CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

By: Roy L Hooker

Title: GENERAL MANAGER

Date: 1/6/26

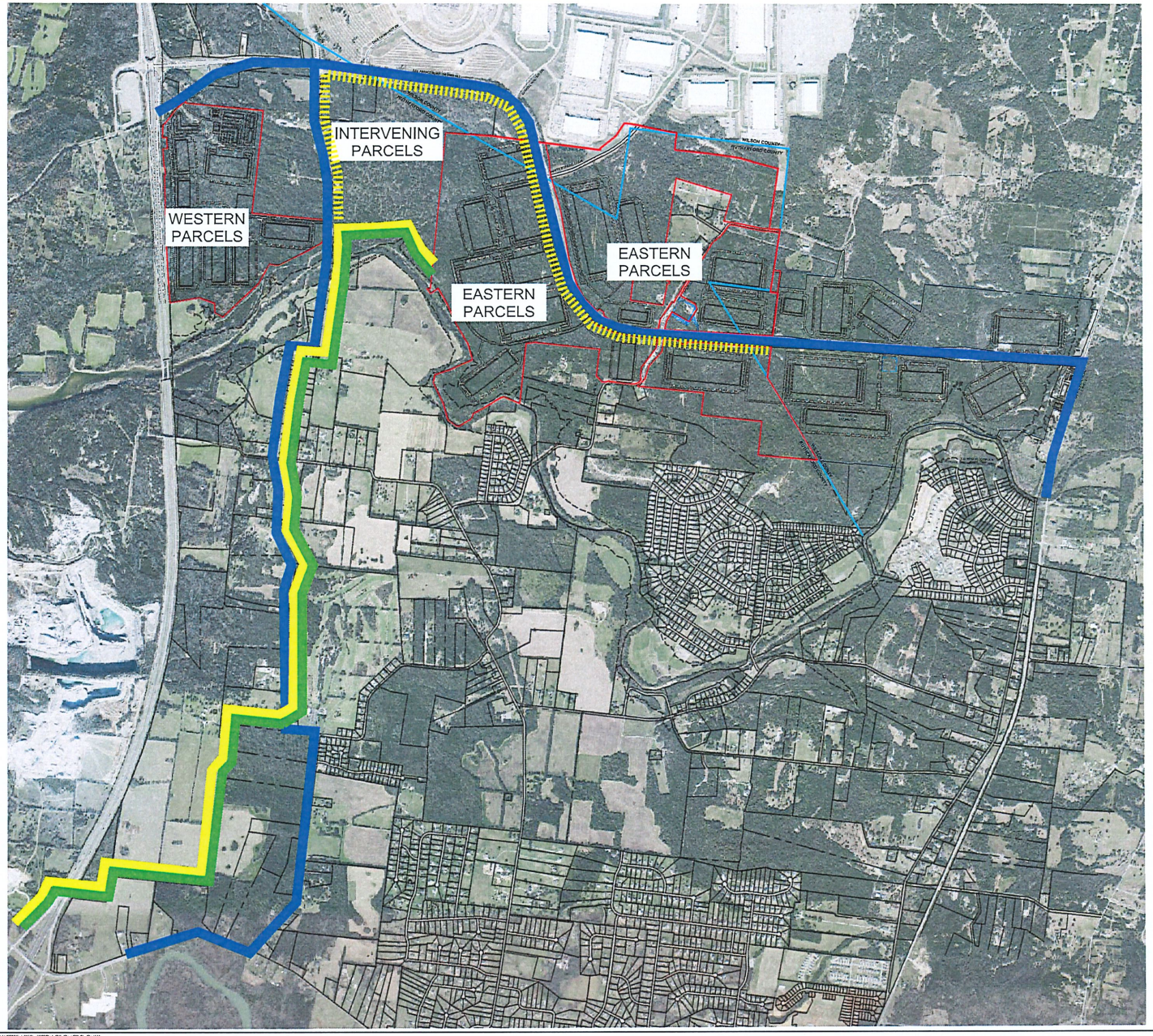
Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

EXHIBIT A

General Drawing of Utility Improvements and Property

[ATTACHED]

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A



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GRAPHIC SCALE 1"=1000'
0 1000 2000 3000

LEGEND

- TOWN OF SMYRNA GAS (Route Option A)
- TOWN OF SMYRNA GAS (Route Option B)
- TOWN OF SMYRNA SEWER
- CUD WATER

PREPARED BY:

GM civil
Engineering & Surveying
2659 SW Grapevine Pkwy, Grapevine, Texas 76051
817-251-4373
TxEng Firm # F-12144 | TxSurv Firm # 10021700

PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

EXHIBIT A
FALL CREEK COMMERCE CENTER
SITUATED IN THE
TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
DATE: OCTOBER 2025

COPYRIGHT 2025 - USE BY WRITTEN PERMISSION OF GMCIVIL ONLY

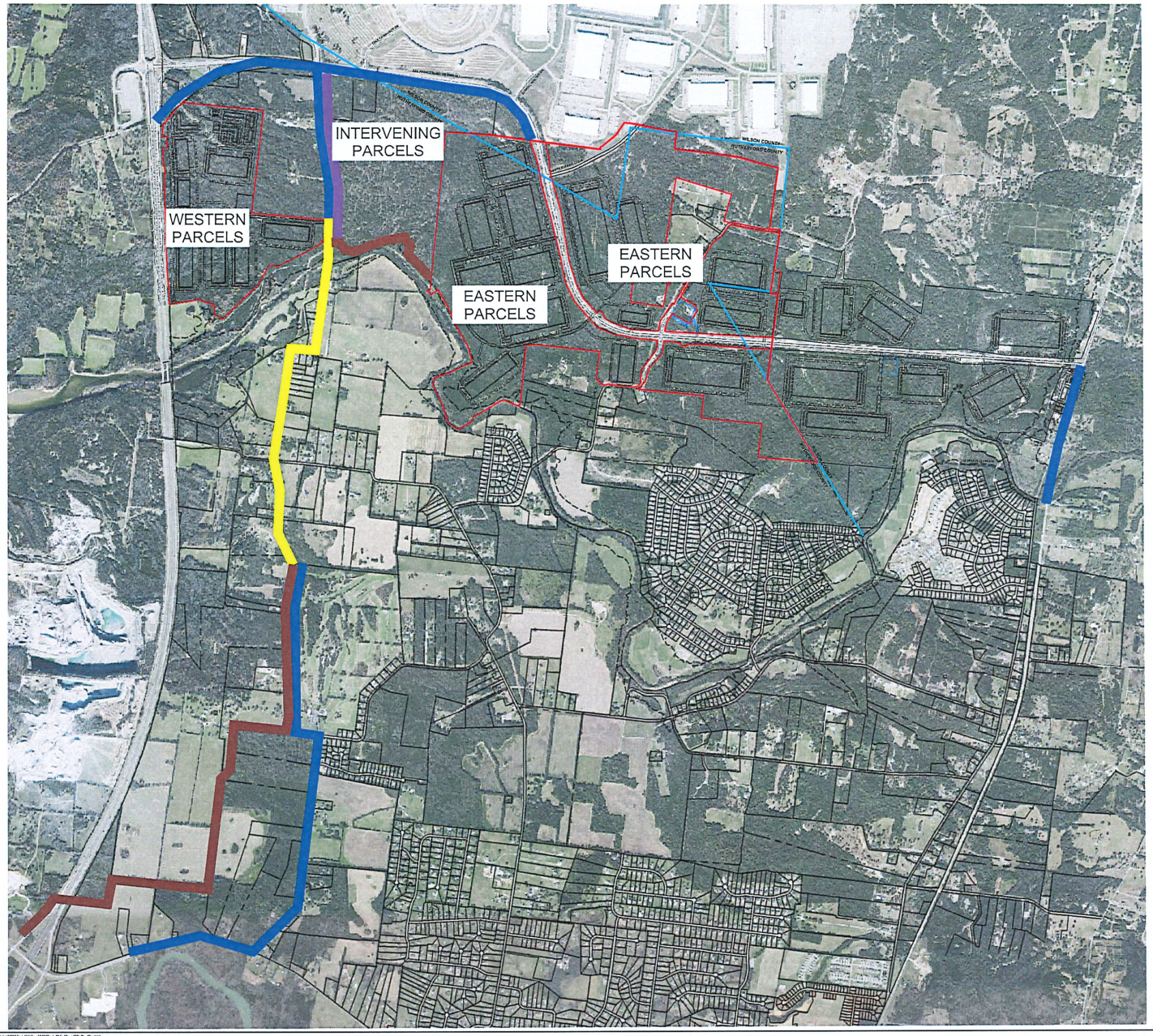
Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

EXHIBIT B

Proposed Easement Locations

[ATTACHED]

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A



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LEGEND

- COMBINED WATER, SEWER, GAS EASEMENT
- COMBINED WATER & GAS EASEMENT
- COMBINED SEWER & GAS EASEMENT
- WATER EASEMENT
- SEWER EASEMENT
- ADDITIONAL EASEMENT OR R.O.W. FOR ROAD IMPROVEMENTS

PREPARED BY:

GM civil
Engineering & Surveying

PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

EXHIBIT B
FALL CREEK COMMERCE CENTER
SITUATED IN THE
TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
DATE: OCTOBER 2025

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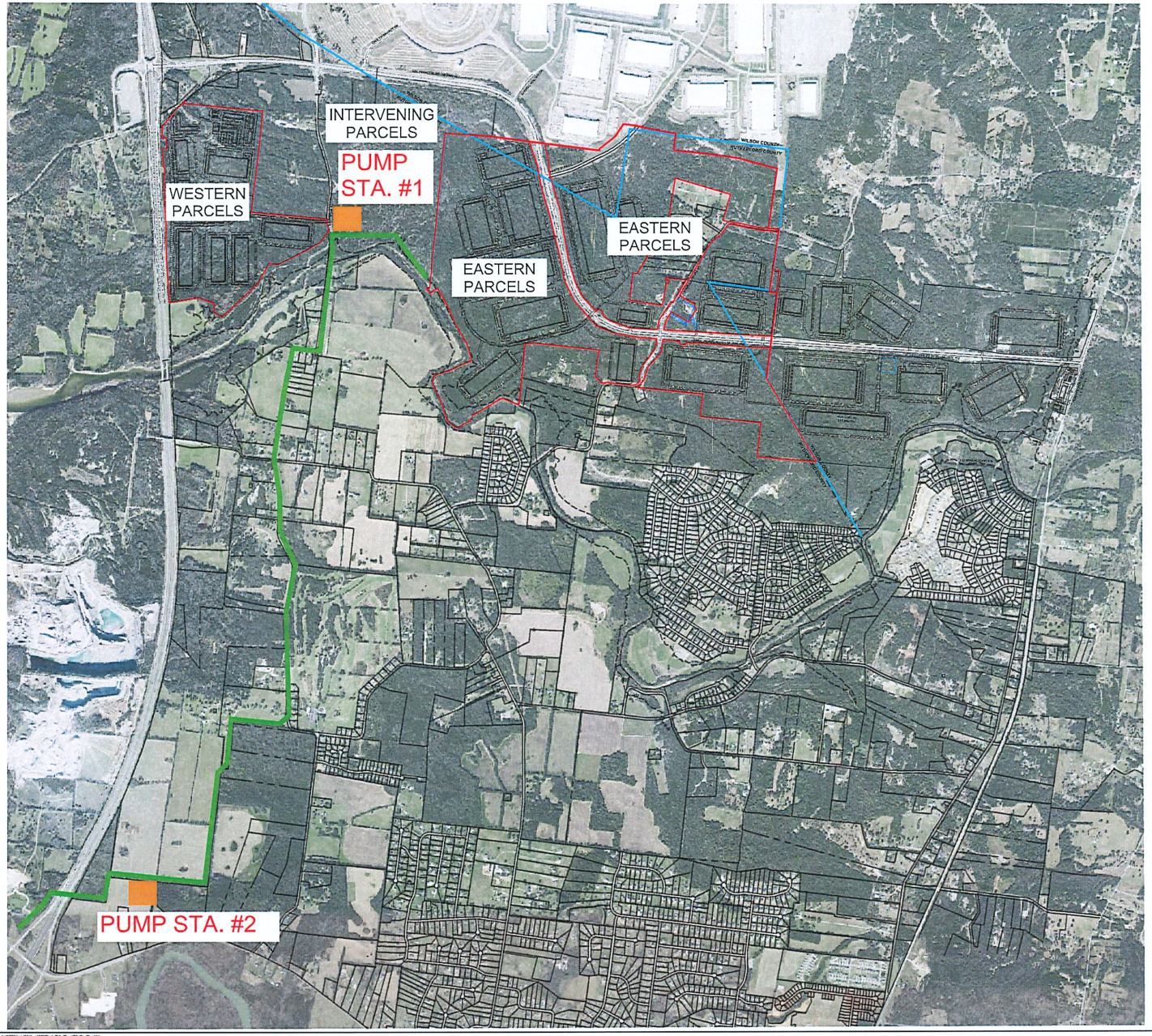
EXHIBIT C

Depiction of Sewer and Gas Improvements

[ATTACHED]



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LEGEND

OFF-SITE PUBLIC SEWER AND GAS

PUMP STATION

PREPARED BY:

GM civil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-12744 | TxSurv Firm # 10021700

PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

EXHIBIT C
FALL CREEK COMMERCE CENTER
SITUATED IN THE
TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
DATE: OCTOBER 2025

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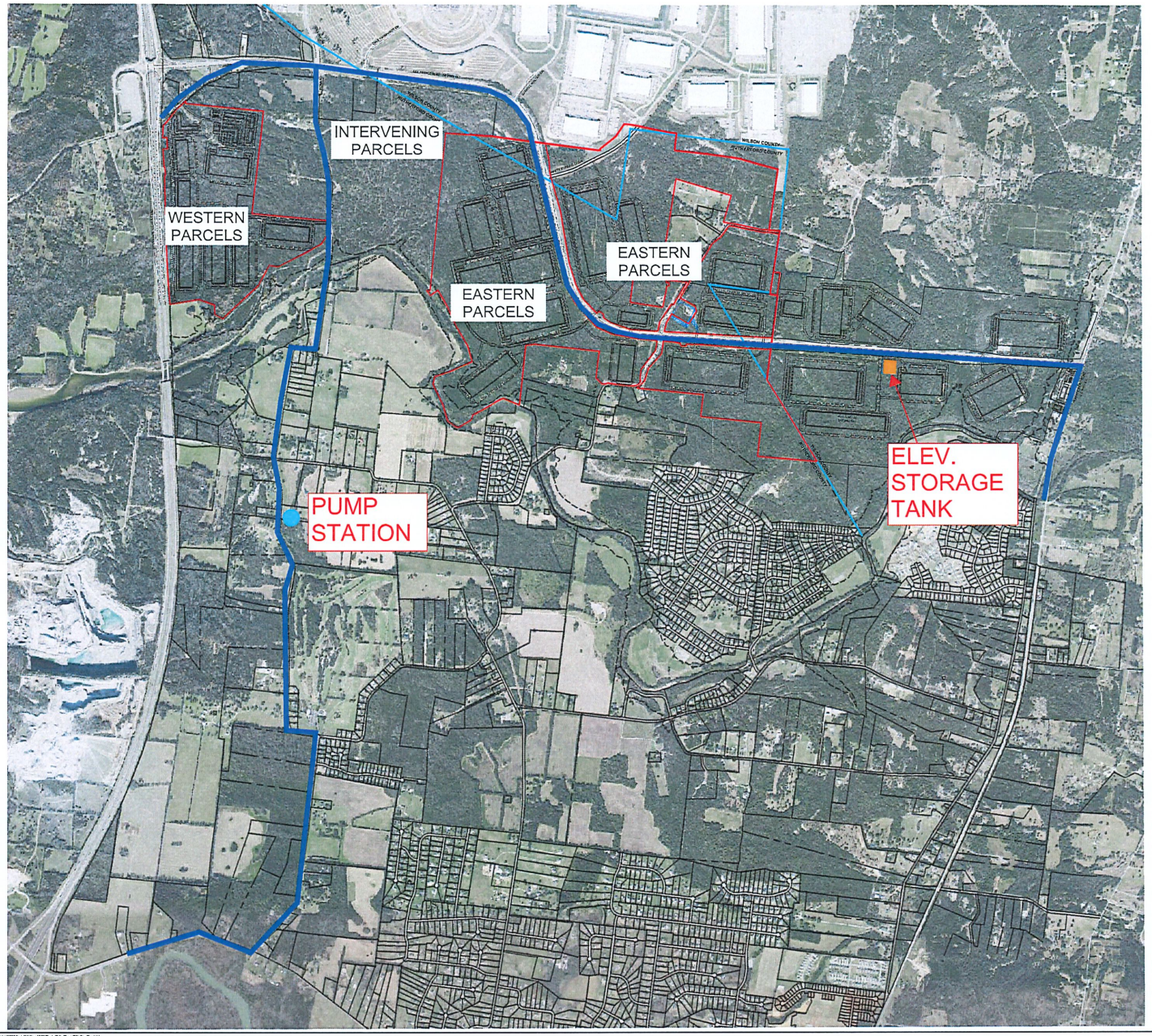
Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

EXHIBIT D

Depiction of Water Improvements

[ATTACHED]

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A



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GRAPHIC SCALE 1"=1000'
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LEGEND

OFF-SITE CUD WATER

ELEVATED STORAGE TANK

PUMP STATION

PREPARED BY:

GM civil
Engineering & Surveying

PREPARED FOR:

HILLWOOD
INVESTMENT PROPERTIES
A PEROT COMPANY

EXHIBIT D
FALL CREEK COMMERCE CENTER

SITUATED IN THE

TOWN OF SMYRNA,
RUTHERFORD COUNTY, TENNESSEE
DATE: OCTOBER 2025

COPYRIGHT 2025 - USE BY WRITTEN PERMISSION OF GMCIVIL ONLY

Docusign Envelope ID: 8B8CE215-09B8-4A63-87B6-F5FA62182A6A

EXHIBIT E

Zoning Regulations

WAIVER AND COVENANT NOT TO OPPOSE DEANNEXATION

This Waiver and Covenant Not to Oppose Deannexation (the "Agreement") is made and entered into as of Dec. 16, 2025, by 452 Properties LLC, whose mailing address is 1730 S Federal Hwy PMB377, Delray Beach, FL 33483 ("Landowner"), and pertains to the real property described below.

RECITALS

A. Landowner is the fee simple owner of certain real property commonly known as Tax Map 011, Parcel No. 005.00, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Landowner has applied for, or is seeking, annexation of the Property into the corporate limits of the Town of Smyrna, Tennessee (the "Town").

C. Landowner and the Town acknowledge that the Town is currently considering for approval that certain agreement regarding construction of utility infrastructure and the provision of utility service to the Property, by and among the Town, Fall Creek Commerce Center, LLC ("Developer"), and Consolidated Utility District of Rutherford County, Tennessee (the "Utility Agreement").

D. The Town's obligations under the Utility Agreement are conditioned on Landowner's agreement not to oppose a deannexation of the Property if Developer fails to purchase the Property within twelve (12) months following annexation (such failure being the "Deannexation Condition").

E. Landowner acknowledges that, under Tennessee law, including TCA § 6-51-201. Contraction by election; contraction by ordinance; opposition to deannexation, the Town may contract or deannex territory in accordance with the procedures set forth therein.

F. As a condition to, or in consideration of, the Town's processing, consideration, or approval of annexation of the Property, Landowner agrees to execute this Agreement.

AGREEMENT

1. Covenant Not to Oppose Deannexation. In the event the Property is proposed to be deannexed or contracted from the corporate limits of the Town pursuant to TCA §6-51-201 or any successor statute, Landowner hereby irrevocably covenants and agrees that Landowner shall not file, initiate, support, finance, or otherwise participate in any petition, complaint, protest, action, or proceeding in opposition to a deannexation of the Property that is initiated following the occurrence of the Deannexation Condition, whether by election, ordinance, or other authorized process (collectively, "Opposition"). This covenant extends to any Opposition brought directly or indirectly by Landowner, and to any Opposition brought in the name of any entity owned or controlled by Landowner with respect to the Property, provided such deannexation by the Town is consistent with the terms of the Utility Agreement.

2. Binding Effect; Run with the Land. This Agreement and the covenants contained herein are covenants running with the land and shall be binding upon Landowner and Landowner's heirs, successors, and assigns, and shall inure to the benefit of the Town and its successors and assigns. Landowner agrees that this Agreement may be recorded in the Register's Office of Rutherford County, Tennessee, and that the covenants herein shall be binding upon any future owner of the Property.

3. Acknowledgment of Statutory Reference. Landowner acknowledges and agrees that the covenant set forth herein specifically references and is intended to be construed in harmony with TCA § 6-51-201. Contraction by election; contraction by ordinance; opposition to deannexation, as it may be amended from time to time, and any successor provisions governing contraction or deannexation.

4. Consideration. Landowner acknowledges that the Town's willingness to process, consider, and/or approve annexation of the Property constitutes good and valuable consideration for this Agreement, the receipt and sufficiency of which are hereby acknowledged.

5. No Waiver of Municipal Authority. Nothing in this Agreement shall be construed as a waiver or limitation of the Town's legislative or police powers, or of any rights or remedies available to the Town under applicable law.

6. Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflict of law principles. Venue for any action arising out of or related to this Agreement shall lie exclusively in the state courts of competent jurisdiction located in Rutherford County, Tennessee.

8. Authority. Landowner represents and warrants that Landowner has full right, power, and authority to execute and deliver this Agreement, that no additional consents are required, and that this Agreement constitutes a valid and binding obligation of Landowner enforceable in accordance with its terms.

9. Entire Agreement; Amendments. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings. No amendment or modification shall be effective unless in a writing executed by the Town and the then-current owner of the Property.

10. Notices. Any notice required or permitted under this Agreement shall be in writing and deemed given when delivered personally, sent by certified mail (return receipt requested), or by nationally recognized overnight courier, to the parties at the addresses set forth below or as later designated in writing.

    - If to the Town: Town of Smyrna, Attn: David Santucci, Town Manager, 315 S. Lowry Street, Smyrna, TN 37167
    - If to Landowner: 452 Properties LLC, 1730 S Federal Hwy PMB377, Delray Beach, FL 33483

11. Recordation. Landowner consents to the recordation of this Agreement in the Register's Office of Rutherford County, Tennessee, and agrees to execute any additional instruments reasonably requested by the Town to effectuate the intent of this Agreement.

SIGNATURES

Landowner: By: _____ Name: Don C. Stansberry, Jr

Title (if entity): President Date: 12/16/2025

STATE OF Tennessee

COUNTY OF Scott

Before me, the undersigned Notary Public, personally appeared Don C Stansberry Jr, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained and, if applicable, on behalf of the identified entity with full authority.

Witness my hand and official seal this 18th day of December, 2025.

Notary Public My Commission Expires: 11/28/2027 Notary Seal

Virginia J. Winchester

VIRGINIA J WINCHESTER
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF SCOTT

Exhibit A Legal Description of the Property

225.252 ACRES
452 PROPERTIES LLC
BOOK 2447, PAGE 3715
MAP 11, PARCEL 5.00

LAND LYING IN RUTHERFORD COUNTY, TENNESSEE, EAST OF INTERSTATE 840 AND APPROXIMATELY 1085 FEET SOUTHEAST OF THE INTERSECTION OF HIGHWAY 452 AND I-840. BOUNDED ON THE NORTH BY GLENDON JAY BARRETT AS OF RECORD IN BOOK 1091, PAGE 1282 OF THE REGISTERS OFFICE OF RUTHERFORD COUNTY, TENNESSEE (R.O.R.C.) AND BY THE RIGHT OF WAY OF COULTER COURT; BOUNDED ON THE EAST BY FERNANDO MIXTECA AS OF RECORD IN BOOK 1717, PAGE 3694 R.O.R.C., BY CP LOGISTICS LEBANON VI LLC AS OF RECORD IN BOOK 2281, PAGE 2165 R.O.R.C., BY NASHVILLE SPEEDWAY USA AS OF RECORD IN BOOK 649, PAGE 80 R.O.R.C., AND BY THE RIGHT OF WAY OF MONA ROAD; BOUNDED ON THE SOUTH BY US ARMY CORP OF ENGINEERS CONTAINING 2ND FALL CREEK THAT IS CONNECTED TO PERCY PRIEST RESERVOIR; BOUNDED ON THE WEST BY INTERSTATE 840 AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" CAPPED IRON ROD "910" FOUND AT THE SOUTHWEST CORNER OF GLENDON JAY BARRETT, SAID ROD BEING ALONG THE NORTHWESTERN PORTION OF THE HEREIN DESCRIBED TRACT AND HAVING A TENNESSEE STATE PLANE COORDINATE NORTH: 620,726.55 FEET EAST: 1,842,350.05 FEET (NAD 83) 2011, U.S. SURVEY FEET;

THENCE, ALONG THE SOUTHERN BOUNDARY OF BARRETT, S 84°27'58" E, FOR A DISTANCE OF 1692.99 FEET TO A 1/2" IRON ROD FOUND, SAID ROD BEING THE NORTHWEST CORNER OF MIXTECA AND BEING THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED WITHIN;

THENCE, ALONG THE WEST BOUNDARY OF MIXTECA, CP LOGISTICS AND NASHVILLE SPEEDWAY, RESPECTIVELY, THE FOLLOWING CALLS:
S 4°41'32" W, FOR A DISTANCE OF 438.11 FEET TO A POINT ON THE WESTERN LINE OF CP LOGISTICS
S 6°25'46" W, FOR A DISTANCE OF 520.78 FEET TO A 1/2" IRON ROD FOUND;
S 6°43'29" W, FOR A DISTANCE OF 497.42 FEET TO A POINT ON THE WESTERN LINE OF NASHVILLE SPEEDWAY USA;
S 6°43'29" W, FOR A DISTANCE OF 258.11 FEET TO A POINT;
S 6°43'48" W, FOR A DISTANCE OF 258.35 FEET TO A POINT;
S 6°44'17" W, FOR A DISTANCE OF 259.21 FEET TO A POINT BEING THE SOUTHWEST CORNER OF NASHVILLE SPEEDWAY USA;
S 84°38'6" E, FOR A DISTANCE OF 1626.94 FEET TO A 5/8" IRON ROD FOUND ON THE WEST MARGIN OF MONA ROAD, SAID ROD BEING THE SOUTHEAST CORNER OF NASHVILLE SPEEDWAY USA;

THENCE, ALONG THE MARGIN OF MONA ROAD, S 13°22'12" E, FOR A DISTANCE OF 260.38 FEET TO A CONCRETE MONUMENT FOUND, BEING A NORTHEAST CORNER OF US ARMY CORP OF ENGINEERS AND BEING THE SOUTHEASTERN CORNER OF THE PROPERTY DESCRIBED WITHIN;

THENCE, ALONG THE NORTH BOUNDARY OF US ARMY CORP OF ENGINEERS, THE FOLLOWING CALLS:
S 34°19'31" W, FOR A DISTANCE OF 314.33 FEET TO A USACE MARKER;
S 60°41'41" W, FOR A DISTANCE OF 346.58 FEET TO A USACE MARKER;
S 62°24'10" W, FOR A DISTANCE OF 685.27 FEET TO A POINT;
N 85°3'35" W, FOR A DISTANCE OF 219.07 FEET TO A USACE MARKER;
S 28°10'53" W, FOR A DISTANCE OF 484.11 FEET TO A USACE MARKER;
S 46°28'3" W, FOR A DISTANCE OF 1065.89 FEET TO A USACE MARKER;
N 59°33'55" W, FOR A DISTANCE OF 201.53 FEET TO A USACE MARKER;
N 1°32'32" W, FOR A DISTANCE OF 198.81 FEET TO A USACE MARKER;

N 70°20'38" W, FOR A DISTANCE OF 350.24 FEET TO A USACE MARKER;
S 80°25'35" W, FOR A DISTANCE OF 648.08 FEET TO A USACE POST, SAID POST BEING ALONG THE EASTERN MARGIN OF INTERSTATE 840, SAID POST ALSO BEING THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED WITHIN;

THENCE, ALONG THE EAST MARGIN OF INTERSTATE 840, THE FOLLOWING CALLS:
N 4°05'09" W, FOR A DISTANCE OF 733.99 FEET TO A CONCRETE MONUMENT FOUND;
N 2°30'52" W, FOR A DISTANCE OF 643.89 FEET TO A CONCRETE MONUMENT FOUND;
N 1°28'43" E, FOR A DISTANCE OF 356.13 FEET TO A CONCRETE MONUMENT FOUND;
N 5°42'13" W, FOR A DISTANCE OF 250.19 FEET TO A POINT;
N 1°01'52" W, FOR A DISTANCE OF 824.94 FEET TO A CONCRETE MONUMENT FOUND;
N 87°15'33" E, FOR A DISTANCE OF 13.94 FEET TO A CONCRETE MONUMENT FOUND;
N 2°39'31" W, FOR A DISTANCE OF 175.00 FEET TO A CONCRETE MONUMENT FOUND;
S 87°22'11" W, FOR A DISTANCE OF 20.21 FEET TO A POINT;
N 3°16'44" W, FOR A DISTANCE OF 400.03 FEET TO A POINT;
N 87°21'13" E, FOR A DISTANCE OF 94.54 FEET TO A CONCRETE MONUMENT FOUND;
N 2°39'31" W, FOR A DISTANCE OF 250.00 FEET TO A CONCRETE MONUMENT FOUND;
S 87°20'51" W, FOR A DISTANCE OF 93.22 FEET TO A POINT;
N 2°38'27" E, FOR A DISTANCE OF 264.68 FEET TO A POINT BEING ALONG THE SOUTHWEST CORNER OF COULTER ROAD RIGHT OF WAY;

THENCE, ALONG THE SOUTHERN MARGIN OF COULTER ROAD, THE FOLLOWING CALLS: N 50°22'21" E, FOR A DISTANCE OF 78.43 FEET TO A POINT;
N 37°22'23" E, FOR A DISTANCE OF 371.25 FEET TO A CONCRETE MONUMENT FOUND;
N 48°08'20" E, FOR A DISTANCE OF 271.32 FEET TO A 1/2" IRON ROD FOUND, SAID ROD BEING ALONG THE WEST BOUNDARY OF BARRETT;

THENCE, S 9°11'41" W, FOR A DISTANCE OF 55.11 FEET TO THE POINT OF BEGINNING CONTAINING 8,449,897 SQ.FT. OR 193.983 ACRES, MORE OR LESS, BASED ON A FIELD RUN SURVEY BY WILSON & ASSOCIATES IN APRIL 2025.

BEING A PORTION OF THE PROPERTY CONVEYED TO 452 PROPERTIES LLC BY DEED OF RECORD IN BOOK 2447, PAGE 3715 REFERENCED AS TRACT VII: PARCEL B: TRACT F (PLAT BOOK 21, PAGE 170), TRACT VII: PARCEL C (PLAT BOOK 17, PAGE 77), AND TRACT VII: PARCEL D (PLAT BOOK 21, PAGE 168) IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.c.
Department: Finance
Date: January 13, 2026

Subject:
Consideration of an Ordinance relative to a Budget Amendment for Fiscal Year 2026.

Fiscal Impact:
Net Impact of $0. The increase in expenses is offset by a combination of increased forecasted revenue and decreased forecasted expenses.

Contract Type:

Contract Term (if applicable):

Background:
Budget to Actual reports are generated and analyzed at the mid-year point. Budget amendments are calculated and recommended to Council.

Summary:
The bulk of these amendments are funding the purchase of police vehicles and the completion of an FY25 fiber network expansion project. The offsetting increases to revenue primarily consist of interest earned, which resulted from updates included in a 1-year contract extension for banking services. The offsetting decreases to expenses primarily consist of a reduction in retirement matching, which resulted from a combination of lower than budgeted employee contributions and the use of previously forfeited funds.

Recommended Council Action:
Staff recommends approval of these amendments.

Attachments:
1. Ordinance #26-6
2. Amendment #1 - Jan Workshop - Supplemental

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. **26-6**

AN ORDINANCE to amend Ordinance **No. 25-14**, adopting the **2025-2026** Fiscal Year Budget.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. The budget document for the 2025-2026 fiscal year, as set forth in Ordinance No. 25-14, be, and it hereby is, amended as follows:

GENERAL FUND

Revenues		**Increase**	**Decrease**
110-31510	In Lieu of Tax	$ 70,000	
TVA PILOT for 2026 exceeds original budget; actual remittance is based on population estimates			
110-36100	Interest	$ 111,000	
To reflect acceptance of 1-year contract extension with updated interest rate payable			
110-36350	Insurance Recoveries	$ 40,100	
Estimated insurance recovery from PD vehicle			

Expenses		**Increase**	**Decrease**
110-41993-111	HR - Salaries	$ 46,700	
110-41993-141	HR - OASI	$ 3,600	
110-41993-142	HR - Health Insurance	$ 16,400	
110-41993-143	HR - Retirement	$ 3,300	
110-41993-145	HR - Disability Insurance	$ 400	
110-42100-111	Police - Salaries		$ 46,700
110-42100-141	Police - OASI		$ 3,600
110-42100-142	Police - Health Insurance		$ 16,400
110-42100-143	Police - Retirement		$ 3,300
110-42100-145	Police - Disability Insurance		$ 400
Counselor position moved from PD to HR; 12/2/2025 Start Date			
110-41990-143	Admin - Retirement		$ 15,300
110-41991-143	Finance - Retirement		$ 3,800
110-42100-143	Police - Retirement		$ 65,400
110-42200-143	Fire - Retirement		$ 18,600
110-44450-143	Golf - Retirement		$ 10,300
110-44700-143	Parks - Retirement		$ 11,400
110-45000-143	Event - Retirement		$ 6,200
To reflect savings between budgeted 7% max match and actual contributions			

110-41210-143	Judicial - Retirement		$ 1,400
110-41220-143	Gen Sess - Retirement		$ 2,400
110-41230-143	Traffic - Retirement		$ 1,000
110-41250-143	Probation - Retirement		$ 1,200
110-41640-143	IT - Retirement		$ 6,600
110-41700-143	Plan - Retirement		$ 7,700
110-41720-143	Public Works - Retirement		$ 3,700
110-41800-143	BGM - Retirement		$ 4,700
110-41990-143	Admin - Retirement		$ 8,600
110-41991-143	Fin - Retirement		$ 5,000
110-41992-143	Treas - Retirement		$ 2,600
110-41993-143	HR - Retirement		$ 3,400
110-42100-143	Police - Retirement		$ 81,800
110-42200-143	Fire - Retirement		$ 75,900
110-43100-143	Streets - Retirement		$ 2,000
110-43170-143	Veh Maint - Retirement		$ 2,700
110-44450-143	Golf - Retirement		$ 4,400
110-44700-143	Parks - Retirement		$ 16,900
110-45000-143	Event - Retirement		$ 3,000

To reflect the use of forfeited funds to offset Town contributions for the next 3 pay cycles

110-42100-111	Police - Salaries		$ 180,000

Police salary savings due to vacant positions thru 12/15/2025

110-41640-940	IT - Capital Project Transfer	$ 275,000	
110-42100-940	Police - Capital Project Transfer	$ 492,100	

To fund Capital Projects

CAPITAL PROJECTS FUND

Revenues		**Increase**	**Decrease**
320-34730	Trans from Gen Fund	$ 767,100	

To reflect transfer from other funds

320-32008	IT Grant	$ 15,000	

To reflect reimbursement for FY26 completion of the Multi-Factor Identification Project

Expenses		**Increase**	**Decrease**
320-41720-970	Public Works - Traffic Operations	$ 46,000	
320-41800-955	BGM - New lighting		$ 46,000

To provide additional funding for the Traffic Signal Conversion Project with savings from Traffic Backplate Replacement Project contract

320-41640-941	IT - Infrastructure Investment	$ 275,000	

Network expansion to the new fire station was budgeted in FY25 and completed in FY26

CAPITAL PROJECTS FUND CONTINUED

Expenses

320-41640-971	IT - Cyber Security Grant	$	15,000
Multi-Factor Identification Project was budgeted in FY25 and completed in FY26			
320-42100-984	Police - Marked Pursuit Cars	$	47,100
To replace vehicle totaled in December; partially offset by insurance recovery			
320-42100-984	Police - Marked Pursuit Cars	$	420,000
To fund 5 replacement fleet vehicles			
320-42100-959	Police - Misc Equipment Under $4k	$	25,000
To fund stands for vehicle equipment			

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 _____, 2026.

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

FY26 Mid-Year Budget Amendments

Ref #	Account	Account Description	Funding Source	Amendment	Notes
9	320-41720-970	Traffic Operations	General Fund	$ 46,000.00	This project is for converting 3-head traffic signals with permissive left turns. New TDOT standards require 4-head traffic signals. Increasing the budget will allow for additional replacements.
9	320-41800-955	New Lighting	General Fund	$ (46,000.00)	The bid to replace Traffic Signal Backplates came in $46k under budget. Tom requested to transfer savings to other traffic operation projects.
			TOTAL	$ -	
41	Multiple	HR Payroll	General Fund	$ 70,400.00	Counselor position. Salary + benefits for 7/12 months.
42	Multiple	PD Payroll	General Fund	$ (70,400.00)	This position was originally budgeted in PD and has been moved under the HR Department.
			TOTAL	$ -	
19a	320-41640-941	Infrastructure Investments	General Fund	$ 275,000.00	FY25 project; completed in FY26. Network expansion to the new Fire Station.
19c	320-41640-971	Cyber Security Grant	Grant	$ 15,000.00	FY25 project; completed in FY26. Multi-Factor identification devices & implementation. 100% Grant reimbursed.
19d	320-32008	Grant Receipts	Grant	$ (15,000.00)	Cyber Security Grant Receipts
33	110-31510	TVA PILOT	General Fund	$ (70,000.00)	TVA PILOT payment was budgeted at $644,735.84; actual = $714,639.80. Actual remittance is based on the State's population estimates.
45	Multiple	Retirement Accounts	General Fund	$ (235,000.00)	Finance is using $276,274.52 in VOYA forfeitures to offset TOS contributions across 3 payrolls. Of this amount, $235k is expected to be saved in the general fund.
			TOTAL	$ (30,000.00)	
24	320-42100-984	Marked Pursuit Cars	General Fund	$ 420,000.00	During the FY26 budget process, staff thought 5 requested vehicles pertained to 5 new officers requested. Cut vehicles along with personnel request. They were actually 5 replacement cars. Veh Maint confirmed need for replacements
31	320-42100-959	Equipment under $4k	General Fund	$ 25,000.00	Additional equipment for police vehicles
37	320-42100-984	Marked Pursuit Cars	General Fund	$ 47,100.00	To replace a totaled police vehicle. Some old equip may be saved. To be offset by insurance recovery.
21	110-42100-111	Salaries	General Fund	$ (180,000.00)	Police Salary savings thru 12/15/2025.
22	110-36100	Interest	General Fund	$ (111,000.00)	Banking Services Contract extension. Estimate an additional $1mil from Nov 2025 - Nov 2026. Allocating FY26 amount to fund 110 should be around $150k. Estimate is further reduced to reflect recent rate cuts
23	110-xxxxx-143	Retirement Accounts	General Fund	$ (131,000.00)	Retirement Savings thru 12/31/2025. Finance budgets as if every full time employee contributes maximum contribution.
38	110-36350	Insurance Recoveries	General Fund	$ (40,100.00)	Estimated insurance recovery for totaled vehicle
			TOTAL	$ 30,000.00	

$ -

Net Amendments

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.d.
Department: Legal
Date: January 13, 2026

Subject:
Consideration of an Ordinance amending the Smyrna Municipal Code Title 5, Chapter 2 relative to Privilege and Business Taxes.

Fiscal Impact:
Not yet known

Contract Type:

Contract Term (if applicable):

Background:

Tennessee law distinguishes between standard and minimal business license accounts based on gross receipts. The State of Tennessee sets the threshold and processes standard accounts above that threshold, while local governments are responsible for processing minimal accounts below it. The state also sets the renewal fee for minimal business licenses, which has remained $15 since 1980.

The Tennessee Works Tax Act of 2023 significantly increased the minimal account threshold from $10,000 to $100,000 in gross receipts. This change dramatically shifted administrative responsibility to local governments. In Smyrna, the number of minimal accounts increased from approximately 230 in 2024 to more than 600 in 2025.

For standard accounts processed by the state, penalties and interest begin the day after the due date. Interest accrues daily at 11.25 percent, and penalties are assessed monthly at 5 percent of the tax due, up to a maximum of 25 percent. By contrast, there is currently no late fee or penalty mechanism available to the Town for minimal accounts.

Smyrna's minimal account volume has grown steadily—from 128 accounts in 2022 to over 600 in 2025—and a conservative estimate indicates that more than 60 percent of these businesses renew late. Staff currently relies on calls, emails, and mailed notices to encourage compliance, which has substantially increased administrative workload.

While Treasury may close accounts for nonpayment, reopening an account still costs only $15. To date in the 2025 cycle, 30 accounts have been closed, with those businesses continuing to operate without a valid license.

To address compliance and administrative impacts, staff recommends that Council adopt an ordinance authorizing the assessment of a late fee for minimal business license renewals. Staff further recommends setting the 2025 late fee at $50, effective the day after the renewal due date, with future adjustments as directed by Council

Summary:
Currently, the Town Code does not explicitly authorize Treasury to assess late penalties or fees for delinquent business privilege taxes. This ordinance would provide clear authority—granted by the Town Council under the Town Charter—for Treasury to assess late penalties on delinquent business tax payments.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #26-4 - Privilege and Business Taxes - Late Fees
2. Redlined Business Tax Penalty

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-4

AN ORDINANCE relative to the amendment of the Town of Smyrna Municipal Code, Title 5 "Municipal Finance and Taxation", Chapter 2 "Privilege and Business Taxes Generally".

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(a)-(b), Town Council shall have the power to assess, levy, and collect taxes for all general and special purposes on all subjects or objects of taxation and privileges taxable by law for state, county, or municipal purposes; and adopt classifications of the subjects and objects of taxation that are not contrary to law; and

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(34), Town Council shall have the power to create and empower boards, commissions, committees and agencies to facilitate the orderly and efficient implementation of governmental tasks, regulations, and policies; and

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(35), Town Council shall have the power to exercise and have all other powers, functions, rights, privileges and immunities granted by general law or necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the town and its inhabitants, and all implied powers necessary to carry into execution all powers granted in the Charter of the Town of Smyrna, Tennessee.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That Town of Smyrna Municipal Code, Title 5 "Municipal Finance and Taxation," Chapter 2 "Privilege and Business Taxes Generally" 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 _____, 2026.

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

Section

5-201 Tax levied
5-202 License required

§ 5-201 TAX LEVIED.

(1) Except as otherwise specifically provided in this code, there is hereby levied on all vocations, occupations, and businesses declared by the general laws of the state to be privileges taxable by municipalities, an annual privilege tax in the maximum amount allowed by said state laws.

(2) The taxes provided for in the state's Business Tax Act are hereby expressly enacted, ordained, and levied on the businesses, business activities, vocations, and occupations carried on within the town at the rates and in the manner prescribed by the said Act.
(2007 Code, § 5-201)
Statutory reference:
Business Tax Act, see T.C.A. §§ 67-4-701 et seq.

§ 5-202 LICENSE REQUIRED.

No person shall exercise any such privilege within the town without a currently effective privilege license, which shall be issued by the Town Clerk to each applicant therefor upon the applicant's compliance with all regulatory provisions in this code and payment of the appropriate privilege or business tax. Violations of this section shall be punished under the general penalty provisions of this code of ordinances.
(2007 Code, § 5-202)

§ 5-203 WHEN DELINQUENT; PENALTY AND INTEREST.

All privilege taxes becoming delinquent shall be subject to such penalty and interest as is authorized and prescribed by the Charter.

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Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.e.
Department: Legal
Date: January 13, 2026

Subject:
Consideration of an Ordinance amending the 2025-2026 Fiscal Year Fee Schedule to add a late penalty for delinquent business privilege taxes.

Fiscal Impact:
Not yet known.

Contract Type:

Contract Term (if applicable):

Background:
Currently, the Town Code does not explicitly authorize Treasury to impose late penalties or fees on delinquent business privilege taxes. This ordinance works alongside a companion ordinance that amends the Town Code to grant Treasury that authority. Under this ordinance, a late penalty of $50.00 will be assessed for each 30-day period that the minimum business privilege tax remains unpaid.

Summary:
This Ordinance would amend the 2025–2026 Fiscal Year Fee Schedule to include a $50 late penalty for every 30-day period that the minimum business privilege tax payment remains delinquent.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #26-5 Business Tax Late Fee

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-5

AN ORDINANCE to amend Ordinance No. 25-14, adopting the 2025-2026 Fiscal Year Budget.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. The budget document for the 2025-2026 fiscal year, as set forth in Ordinance No. 25-14, specifically the 2025-2026 Fee Schedule, be, and it hereby is, amended as to the Treasury Department in the following manner:

FEE SCHEDULE
TREASURY DEPARTMENT

The Language "**Business License Late Fee**" shall be added. The referenced fee shall be set to **$50.00 for every 30 days late**.

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 _____, 2026.

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

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.f.
Department: Administration
Date: January 13, 2026

Subject:
Consideration of a Resolution in support of a new Air Traffic Control Tower at Smyrna Airport.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
As Tennessee's busiest general aviation airport and the fourth-busiest airport overall, it supports more than 120,000 aircraft operations each year and generates an estimated $232 million in annual economic impact. The airport is home to more than 50 on-airport businesses and supports over 1,500 jobs, directly benefiting Smyrna families and reinforcing our local economy.

Despite its critical role, Smyrna Airport continues to rely on an Air Traffic Control Tower originally constructed in 1953 for the former Sewart Air Force Base. At 72 years old, it is the oldest tower in Tennessee and one of the oldest in the nation. While it has served our community well, it can no longer meet the operational demands, safety expectations, or future growth of one of the fastest-growing towns in our state.

A modern Air Traffic Control Tower is also vital to supporting the planned relocation of the Tennessee National Guard from Nashville International Airport to Smyrna Airport, including the basing of 16 military helicopters. This move will enhance military readiness while generating more than $1.9 billion in economic impact, delivering lasting benefits to Smyrna and the surrounding region.

For these reasons, the Town of Smyrna strongly and enthusiastically supports Smyrna Airport's Air Traffic Control Tower Reconstruction and Relocation project. This project represents a smart, forward-looking investment in safety, economic vitality, and the future of our community.

Summary:
Representative Stevens will be sending draft language for consideration through a Resolution to signify joint support of a new Air Traffic Control Tower at Smyrna Airport.

Recommended Council Action:
Staff recommends approval of the Resolution in support of a new Air Traffic Control tower at Smyrna Airport.

Attachments:
1. Resolution #26-3

TOWN OF SMYRNA, TENNESSEE
RESOLUTION 26-3

WHEREAS, the Town of Smyrna owns forty percent (40%) of the Smyrna/Rutherford County Airport; and

WHEREAS, the Smyrna/Rutherford County Airport is the busiest general aviation airport in the State of Tennessee, and the fourth busiest overall when commercial air traffic is included; and

WHEREAS, the Smyrna/Rutherford County Airport is a major economic driver for the Town of Smyrna, the region, and the state with great potential for future expansion; and

WHEREAS, the air traffic control tower at the Smyrna/Rutherford County Airport is 72 years old with aging air traffic control equipment and undersized to meet future growth; and

WHEREAS, the current air traffic control tower does not comply with standards outlined in the Americans with Disabilities Act; and

WHEREAS, a recent study by the Federal Aviation Administration indicated that the air traffic control tower should be relocated to a different location on the airport property and that it should also be 51 feet taller; and

WHEREAS, the Tennessee National Guard is moving from the Nashville Airport to Smyrna/Rutherford County Airport in the coming years, including military aircraft that will conduct additional operations at the Smyrna/Rutherford County Airport; and

WHEREAS, with expected future general growth, the anticipated increase in air traffic from the Tennessee National Guard, and safety concerns with the current aging air traffic control tower, the Town Council of Smyrna, Tennessee requests that the United States Congress appropriate funding in the amount of $21,500,000 for the purpose of constructing a new air traffic control tower at the Smyrna/Rutherford County Airport.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Smyrna, Tennessee that this resolution be adopted; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to each Member of Congress representing Tennessee and each of Tennessee's United States Senators.

ADOPTED by the Town Council the _____ day of _____, 2026.

TOWN OF SMYRNA, TENNESSEE

_____

MARY ESTHER REED, Mayor

ATTEST: _____

AMBER HOBBS, Town Clerk

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.g.
Department: Administration
Date: January 13, 2026

Subject:
Consideration of an amendment to the By-Laws of the Sister City Relations Committee.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
At the October 30, 2025, meeting of the Sister City Funding Sub-committee, the committee discussed “Article VIII” of the By-Laws of the Sister City Relations Committee relative to “Reports.” Revision to this By-Law article was recommended to the Sister City Committee for approval at their next meeting; specifically, that this Article be amended to revise the date of annual reporting to by October 31 and that the report subject of this Article be submitted to the Sister City Funding Sub-Committee rather than to the Town Council. Therefore, the recommended amendment shall read as follows under “Article VIII” of the By-Laws of the Sister City Relations Committee relative to “Reports:”

“An end of the year activities summary report will be submitted each year to the Sister City Funding Sub-Committee by October 31. This report will include but is not limited to:
a) Activities during the previous year.
b) The number of visitors from other countries.
c) A summary of the Student Exchange Program.
d) Funding requests of the Town of Smyrna.”

Summary:
This amendment to the By-Laws of the Sister City Relations Committee was brought before the Committee for a vote and passed, which must now be approved by the Town Council per “Article X” of the By-Laws of the Sister City Relations Committee.

In addition, included in your packet for your information is an additional revision made

and approved by the Sister City Funding Sub-committee's By-Laws reflecting the amount that the Sister City Relations Committee is allowed to spend before coming to the subcommittee, along with reporting requirements. Specifically, the committee is authorized to allocate or expend up to one thousand five hundred dollars ($1,500.00) per fiscal quarter for routine, necessary, and directly related business expenses of the Sister City Program without prior approval of the Sub-Committee; provided, however, that any such expenditures shall be reported in writing to the Sub-Committee at its next regular meeting and included in the Sister City Relations Committee regular meeting minutes. Lasty, the Committee has made a recommendation to change the chaperon age requirement from 30 years of age to 27.

Recommended Council Action:

Staff recommends approval of the proposed revision to the Sister City Relations Committee By-Laws.

Attachments:

1. Sister City By-Laws Redline
2. Sister City Sub-Committee By-Laws-To Be Approved 2026

BY-LAWS
TOWN OF SMYRNA SISTER CITY RELATIONS COMMITTEE

ARTICLE I: NAME

The name of this organization shall be the Sister City Relations Committee of Smyrna, Tennessee as authorized by Title 2, Chapter 5, of the Town of Smyrna Municipal Code.

ARTICLE II: PURPOSE

The purpose of this organization is educational, charitable and for economic development. The organization's objectives are:

(a) To cause the citizens of the Town of Smyrna, Tennessee and the citizens of similar cities of foreign nations to acquire a consciousness of each other, and to understand one another as individuals, as members of their community, as citizens of their country and as part of the family of nations.

(b) To foster as a consequence of such knowledge and consciousness a continuing relationship of mutual concern between the citizens of the Town of Smyrna, Tennessee and the citizens of similar cities of other nations.

(c) To undertake both in seeing and in consequence of such consciousness and concern any activities and programs as will provide to one another appropriate aid and comfort, education and mutual understanding.

(d) To participate as an organization in the promoting, fostering and publicizing of local, state and national programs of international municipal cooperation organizations, and thereby to encourage other organizations and residents of American communities to engage and participate in such programs, to foster and promote friendly relations and mutual understanding between peoples of American communities and people of friendly nations outside the United States of America, and to act as a coordinating body, committee, or agency among those organizations, groups and individuals desiring to engage and engaging in the activities of such international municipal corporate organizations.

ARTICLE III: ORGANIZATION

Section 1. The Town of Smyrna Municipal Code, Title 2, Chapter 5, as the same may be amended or replaced, shall outline the manner, number and qualifications of the Sister City Committee. The ordinance shall also set the terms of the Sister City Committee. There shall be an appointed council member who shall be the Chairman. The town designee shall serve as the secretary. The Committee shall elect a Vice Chairman from among the appointed members at least once a year or more often if a member resigns of is no longer serving in one of the aforementioned positions. Said election shall occur in April of each year. The Chairman shall preside at all meetings and in his/her absence, the Vice Chairman. The Secretary is responsible to keep the minutes of each meeting. The minutes will be given to the Town Clerk or his/her designee who shall be appointed

to assist the Committee. The Town Clerk or his/her designee shall attend all board meetings but not vote and will provide monthly financial reports to be included in the minutes.

Section 2. Committees may be appointed by the Chairman as necessary to effect the necessary functions of the organization.

ARTICLE IV: MEETINGS

Section 1. Meetings will be held monthly at a regularly scheduled time. Notice of said meetings shall be published in a paper of general circulation by the Town Clerk. Meetings shall be held at Town Hall except for special event meetings.

Section 2. All meetings shall be conducted according to Robert's Rules of Order.

ARTICLE V: ACTIVITIES

Section 1. Activities undertaken by the Sister City Committee are not limited to but may include:

(a) Student exchange visits to and from Zama, Japan.
(b) Fundraising efforts.
(c) Economic development missions.
(d) Educational and cultural activities.
(e) Any other activities that supports the purpose of and is approved by the Sister City Committee.

ARTICLE VI: HOST FAMILY AND CHAPERONE CRITERIA AND SELECTION

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Section 1. Chaperones shall be selected from a pool of applicants with preference given to Sister City Committee members, parents of participants or past program participants or Town of Smyrna employees. Any remaining vacancies may be considered from citizens of Smyrna who have ongoing involvement with youth in formal or non-formal settings such as schools, churches and civic organizations.

Section 2. Chaperone applicants shall submit to a background check conducted by the Smyrna Police Department. Applicants shall be disqualified for any incident(s) resulting in convictions of a felony for a crime against another person.

Section 3. Chaperones shall be a minimum of twenty seven (27) ~~30~~ years old. A maximum age will not be established, but consideration will be given to the applicant's physical ability to adequately carry out the responsibilities of chaperone.

Section 4. Chaperones shall attend and assist in orientation and educational programs during exchanges. Chaperones shall participate in all fund-raising activities.

Section 5. Any person over the age of 18 living in the home of a Host Family at the time of a student exchange visit is required to submit to a background check through the Town of Smyrna.

ARTICLE VII: FUNDING

Section 1. The Smyrna Charity Assistance Fund Board subcommittee known as the "Sister City Funding Sub-Committee" shall exercise exclusive control over the management and distribution of all funds donated specifically for the benefit of the Sister City Program.

Section 2. The sub-committee shall authorize and direct the disbursement of funds donated specifically for the benefit of the Sister City Program. The sub-committee shall have no authority over other Charity Assistance Funds. All donations shall be marked and clearly denoted as funds for the Smyrna Sister City Program. The Director of Finance shall segregate the monies collected by the sub-committee to be segregated from those of the Charity Assistance Fund and will further provide a monthly accounting of such funds to the subcommittee's Chairman.

Section 3. The sub-committee shall consist of five (5) individuals who shall be members of by virtue of their position with the Town of Smyrna and their membership shall cease upon leaving their position:

(i) They Mayor of the Town of Smyrna, or his/her designee;
(ii) The Town Manager of the Town of Smyrna, and his/her designee;
(iii) One (1) member of the Town Council, appointed by majority vote of the Town Council, who shall serve a term of two (2) years;
(iv) One (1) Citizen member, appointed by majority vote of the Town Council, who shall serve a term of two (2) years;
(v) The Director of Finance for the Town of Smyrna, or his/her designee.

Section 4. Officers: Each July the sub-committee shall select from its membership a Chairman and Vice-Chairman of the Charity Assistance Fund Board. The Town Manager shall designate a staff member to serve as Secretary of the subcommittee whose duties shall be the same as those assigned to the Secretary of the Charity Assistance Fund Board.

ARTICLE VIII: REPORTS

An end of the year activities summary report will be submitted each year to the ~~Town Council~~ Sister City Funding Sub-Committee ~~in March.~~ by October 31st. This report will include but is not limited to:
(a) Activities during the previous year.
(b) The number of visitors from other countries.
(c) A summary of the Student Exchange Program.
(d) Funding requests of the Town of Smyrna.

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ARTICLE IX: ADMINISTRATION

All records shall be maintained by the Town Clerk.

ARTICLE X: AMENDMENTS

Section 1. These by-laws may be altered or amended by a two-thirds vote of the entire Sister City Committee. Any member of the Sister City Committee may offer an amendment or alteration. The Committee must be advised 14 days in advance before a vote is held on the proposed amendment or revision. Voting will follow Robert's Rules of Order. Said amendment, if passed must be approved by the Town Council.

~~Adopted this _____ day of _____, 20____.~~

BY - LAWS AND RULES OF PROCEDURE
OF
SISTER CITY FUNDING COMMITTEE
A SUB-COMMITTEE OF THE CHARITY ASSISTANCE FUND BOARD
OF
THE TOWN OF SMYRNA, TENNESSEE

ARTICLE I
SISTER CITY FUNDING SUB-COMMITTEE

Section 1. **Name of Sub-Committee**. The name of the sub-committee shall be "Sister City Funding Sub-Committee" (hereinafter "the sub-committee").

Section 2. **Powers and Duties:** The sub-committee shall have the following powers and duties: To authorize and direct the disbursement of funds donated specifically for the benefit of the Sister City Program of the Town of Smyrna; the Sister City Relations Committee is authorized to allocate or expend up to one thousand five hundred dollars ($1,500.00) per fiscal quarter for routine, necessary, and directly related business expenses of the Sister City Program without prior approval of the Sub-Committee; provided, however, that any such expenditures shall be reported in writing to the Sub-Committee at its next regular meeting and included in the Sister City Relations Committee regular meeting minutes.

Section 3. **Membership**. The sub-committee shall consist of five (5) members; however, the following individuals shall be members of the sub-committee by virtue of their position with the Town of Smyrna and their membership shall cease upon leaving their position. The membership of the sub-committee shall be constituted as follows:

i. The Mayor of the Town of Smyrna, or his/her designee;
ii. The Town Manager of the Town of Smyrna, or his/her designee;
iii. One (1) member of the Town of Smyrna Town Council, appointed by majority vote of the said Town Council, who shall serve a term of two (2) years;
iv. One (1) citizen member, appointed by majority vote of the Town of Smyrna Town Council, who shall serve a term of two (2) years;
v. The Director of Finance for the Town of Smyrna, or his/her designee.

Section 4. **Order of Business**. All meetings of the sub-committee shall follow the following format:

a. Call to Order

b. Review and approval of minutes of previous meetings.

c. Old Business

d. New Business

e. Reports of officers, committees, or staff.

f. Set the next meeting date, if necessary

g. Adjournment

ARTICLE II
OFFICERS

Section 1. **Officers**. The officers of the sub-committee shall be a Chairperson and Vice-Chairperson.

Section 2. **Elections**. The sub-committee shall elect officers at its first meeting and then each July thereafter. All elected officers of the sub-committee shall serve for a term of one (1) year and shall be eligible for re-election.

Section 3. **Chairman**. The Chairperson shall preside at all meetings of the sub-committee, preserve order and decorum, enforce the rules and regulations of the sub-committee, sign all letters and documents as authorized by the sub-committee, and will otherwise perform the duties devolving upon a presiding officer.

Section 4. **Vice-Chairman**. In absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson.

Section 5. **Secretary.** The Town Manager shall appoint a secretary from the staff of the Town of Smyrna who shall assume charge of all records of the sub-committee and who shall keep accurate and complete minutes of all meetings thereof.

Section 6. **Vacancies**. Should the office of Chairperson or Vice-Chair person become vacant, the sub-committee shall elect successors to these positions who shall serve for the unexpired term of said offices.

ARTICLE III
MEETINGS

Section 1. **Meetings**. The sub-committee shall determine a regular meeting schedule as necessary, provided however, that regular meetings shall be held not less than quarterly (every three months) unless the Chairperson and the sub-committee member who is a member of the Town Council concur that no meeting is necessary. Special

meetings may be called by either the Chairperson acting alone or by not less than two (2) other members of the sub-committee acting together. All meetings shall be open to the public and shall be conducted at Town Hall. Accurate minutes shall be kept of all meetings and shall be made available to the public. The Secretary shall give not less than seven (7) days' notice of each meeting to all members of the sub-committee and to the general public.

Section 2. **Advertisement of Meeting Notices**. Notice of regular meetings as to the date, time, and place of each meeting of the sub-committee shall be advertised in a newspaper of general circulation in the Smyrna area at least seven (7) days prior to the meeting.

Notice of special meetings, giving date, time, place and subject matter, shall be advertised in a newspaper of general circulation in the Smyrna area in the next edition(s) following the decision to hold a special meeting.

Section 4. **Quorum**. A majority of the membership of the sub-committee shall constitute a quorum for the purpose of conducting the business of the sub-committee. Approval of any business, including the election of officers, shall be by a favorable vote of a majority of the sub-committee members present and voting.

Section 5. **Manner of Voting**. The voting on all questions coming before the sub-committee shall be by voice vote or, if requested by a sub-committee member, by roll call. The "ayes" and the "nays" shall be entered upon the minutes of such meeting; except that when the vote of all sub-committee members present is unanimous, the record of such unanimous vote shall be sufficient.

Section 6. **Conflict of Interests**. Should any member have a personal interest in any matter before the sub-committee for a vote, they shall be excused from participating in any discussion and voting. It shall be the responsibility of the sub-committee members to disclose any conflict of interest. Minutes shall note if a member excuses himself or herself. Sub-committee members shall comply with the Code of Ethics of the Town of Smyrna at all times when conducting business in any manner associated with the member's position on the sub-committee.

Section 7. **Agenda**. The Secretary shall prepare an agenda for each meeting of the sub-committee that specifies the order in which the items of business shall appear before the sub-committee. Additional items may be placed on the agenda upon written request,

which may be by electronic means, made to the Secretary by either the Chairperson acting alone or by at least two (2) two other members of the sub-committee acting together. All items of business shall be submitted to the Secretary in writing by not later than (7) days prior to the date of the meeting at which the business is to be considered. Materials not received by the cut-off date shall be automatically placed on the next meeting's agenda.

For all meetings, both regular and special, the agenda, with all materials to be considered at the meeting, shall be delivered to all sub-committee members by not later than three (3) days prior to the meeting date.

Section 8. **Calling Recessed Meetings**. No adjournment shall be called until the discussion of the subject on the table has been completed and a vote taken on any pending motion.

ARTICLE IV
RULES OF ORDER

Section 1. **Rules of Order**. When a parliamentary matter arises that is not covered by these by-laws, then Robert's Rules of Order shall apply. The newest edition of such publication shall govern. In the event of any inconsistency between such publication and these by-laws, then the provisions of these by-laws shall control.

ADOPTED by the Sister City Funding Sub-Committee Members on this __ day of _____, 2026.

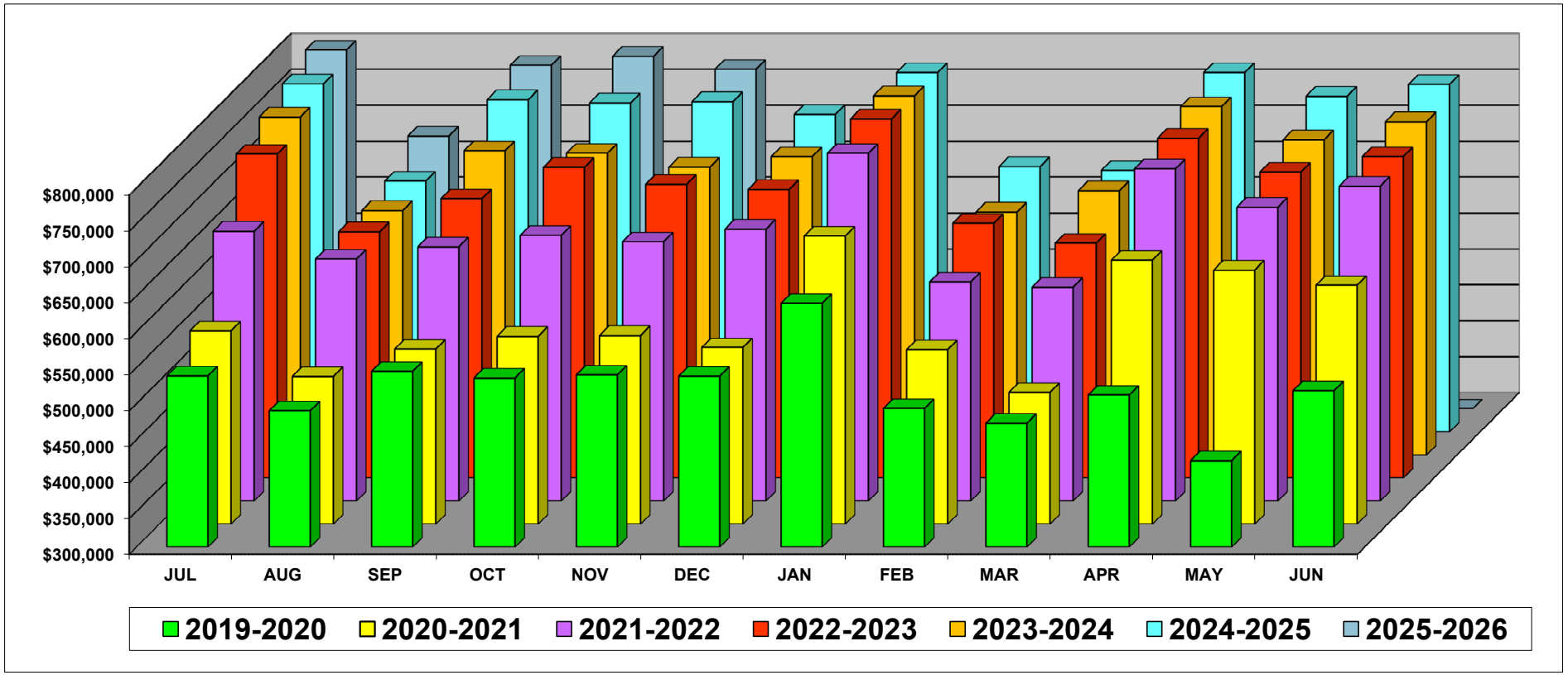
_____
Chairperson

ATTEST:

_____
Secretary

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	$772,514	$3,819,874	2.86%	1.68%
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**	**$3,819,874**			
								$9,366,000	2025-2026 BUDGET	
Increase Over Prior Yr	**1.6%**	**11.6%**	**17.2%**	**4.9%**	**2.6%**	**2.5%**		40.78%	of Budget	
								41.67%	of Year	



LOCAL SALES TAX COMPARISON

Month	2019-2020 Monthly Total	2020-2021 Monthly Total	2021-2022 Monthly Total	2022-2023 Monthly Total	2023-2024 Monthly Total	2024-2025 Monthly Total	2025-2026 Monthly Total	2025-2026 Cumulative Total	Cumulative Change From Prior Year	Monthly Change From Prior Year
July	$1,312,882	$1,390,327	$1,509,514	$1,650,638	$1,789,943	$1,815,261	$1,867,607	$1,867,607	2.88%	2.88%
August	$1,135,971	$1,247,023	$1,452,861	$1,599,124	$1,657,278	$1,706,139	$1,786,616	$3,654,223	3.77%	4.72%
September	$1,090,456	$1,171,964	$1,369,684	$1,462,909	$1,611,573	$1,724,292	$1,792,206	$5,446,429	3.83%	3.94%
October	$1,258,630	$1,229,619	$1,422,373	$1,582,132	$1,619,480	$1,709,348	$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	$1,820,928	$9,082,751	4.04%	2.58%
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**	**$9,082,751**			
								$21,836,000	2025-2026 Budget	110-31610
Incease Over Prior Yr	**3.0%**	**11.9%**	**13.6%**	**7.9%**	**3.9%**	**3.6%**		41.60%	of Budget	
								41.67%	of Year	

