TOWN OF SMYRNA
TOWN COUNCIL WORKSHOP
January 29, 2026
Town Hall
5:00 PM

Proposed Consent Agenda (Items #1-8)

Items for Discussion

1. Approval of the terms of, and authorization for the Mayor to execute, a contract from Gorrie-Regan for a 3-year agreement to use the Attendance on Demand system and to lease time clocks for employee time management.

2. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Maintain X for a work order software for the Public Works Department.

3. Approval of the terms of, and authorization for the Mayor to execute, an application with the Army Corps of Engineers for use of Jefferson Pike for Boat Day on June 6, 2026.

4. Approval of the terms of, and authorization for the Mayor to execute, the 1st Amended Lease Agreement for the Senior Activity Center.

5. Approval of the terms of, and authorization for the Mayor to execute, a contract extension with Benchmark, LLC for locating services for gas, water and sewer.

6. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Aria Filtra Systems Support relative to 24/7 Technical Phone Support for Water Treatment Plant.

7. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Starpoint Imaging Services to digitize the official records of the Town Clerk, Court Clerk, and Human Resources departments.

8. Approval of the terms of, and authorization for the Mayor to execute, an agreement with MCCi for Laserfiche Enterprise Content Management (ECM) software for the Town Clerk, Court Clerk and Human Resources departments' records.

9. Consideration of an Ordinance amending the Smyrna Municipal Code Title 12 relative to adoption of 2024 Uniform Building Codes.

10. Consideration of an Ordinance relative to a Budget Amendment for Fiscal Year 2026. Second Reading.

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

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

13. Consideration of a Resolution relative to a Plan of Services for property located on Tax Map 35, part of Parcel 81.04.

14. 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. Second Reading.

15. Consideration of a Resolution in Memorandum of Ordinance #26-7 relative to the annexation and PID zoning of property on Tax Map 35, part of Parcel 81.04.

16. 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. Second Reading.

17. 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. Second Reading.

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

19. 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. Second Reading.

20. 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. Second Reading.

Public Comment Period

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 24 hours in advance of the meeting, pursuant to the Town's Public Comment Policy. Speakers are limited to 3 minutes. Additional comments may be submitted in writing.

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 1.
Department: Information Systems
Date: January 29, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract from Gorrie-Regan for a 3-year agreement to use the Attendance on Demand system and to lease time clocks for employee time management.

Fiscal Impact:
This will be paid from the Information Services Department Capital Budget.

Installation (One Time) $8,000
Software Annualized: $18.000
Clock Rental Annualized: $20,700

Year 1 Total: $46,700
Recurring: $38,700

Contract Type:
Original Contract

Contract Term (if applicable):
This is a 3-year agreement with monthly payments.
One time payment of $8,000 Installation Charge due upon Completion

Attendance on Demand service, billed monthly at $3.00 per active employee / per month. Estimated at 500 employees. Monthly Cost of $1,500
GT4 Lite Time Clocks will be leased at $75 per clock / per device with 23 devices. Monthly Cost of $1,725

Background:
The internal development of a new attendance management system, a project initially conceived in May 2024, has encountered significant and persistent challenges. Due to the ongoing high demands for support across existing systems, coupled with unavoidable resource constraints within our Application Development staff, the project timeline has been substantially impacted. We have determined that continuing with internal development is no longer a viable path to achieve the desired outcome in a timely or efficient manner. The current pace is unacceptable, and at this rate, it would take nearly a year of iterative releases to develop a solution that achieves full

functionality.

To accelerate the deployment of a robust, fully functional attendance system and immediately alleviate the considerable manual burden currently placed on staff, we are proposing a strategic shift to a purchased, off-the-shelf solution. An external vendor can provide a mature, tested product that meets our operational needs much faster than an internally developed system. This transition will free up valuable internal IT resources to focus on support demands. The recommended purchase solution is Attendance on Demand through Gorrie-Regan. This specific solution and vendor partnership come highly recommended by Local Gov, particularly for seamless integration with the Next Gen Payroll system. Furthermore, Attendance on Demand with Next Gen payroll integration is currently utilized by several key local agencies, including:

Rutherford County
Rutherford County Sheriff's Office
Rutherford County Schools

The County provided positive feedback, expressing a high degree of satisfaction with both the robust functionality of the Attendance on Demand product and the responsive, reliable support provided by Gorrie Regan. To ensure a swift and cost-effective acquisition, we propose utilizing the existing Rutherford County contract for the purchase of the Attendance on Demand system.

Summary:
The evaluation of time and attendance solutions revealed a common trend: many prominent options in the market are bundled as part of larger, integrated Enterprise Resource Planning (ERP) systems that encompass Human Resources (HR) and Payroll functionality. Major vendors in this space, such as Workday, Kronos, and ADP, primarily offer these comprehensive suites. While technically feasible, utilizing only the time management component of these larger systems presents several drawbacks. Specifically, they are often significantly more costly than standalone solutions and are more susceptible to integration or functionality issues when the HR and Payroll modules are not simultaneously deployed. Given our strategic decision to maintain our existing, established HR and Payroll solutions, adopting a component of a much larger integrated suite is not the most practical or cost-effective approach.

In contrast, Attendance on Demand (AOD) stands out as a superior alternative. It is a dedicated, specialized time and attendance system, which aligns perfectly with our need for a focused solution without the overhead of unnecessary HR or Payroll modules. AOD commands a substantial market presence, holding nearly a 20% market share in the time and attendance industry, indicating its robust capabilities and widespread adoption.

A key factor in its recommendation is the strong endorsement and current integration with our existing Payroll provider. Furthermore, AOD is already successfully integrated and operational with the same back-office systems used by Rutherford County,

demonstrating a proven track record of local compatibility and functionality. This integration extends to handling the complex and often unique scheduling and attendance requirements inherent in public safety sectors, as it currently supports Rutherford County Fire, Emergency Medical Services (EMS), and the Sheriff's Department. This established precedent is crucial for ensuring a smooth transition and reliable operation for our public safety divisions.

Beyond its current compatibility, Attendance on Demand offers invaluable long-term flexibility. Although it is currently recommended and used by our existing Payroll provider, numerous organizations have demonstrated the system's interoperability by continuing to successfully use AOD even after migrating to different, non-integrated ERP or Payroll solutions. This future-proofing flexibility is a significant advantage, ensuring that our investment in time and attendance technology will remain viable and fully functional should the Town elect to transition to alternative HR or Payroll systems at any point in the future.

Recommended Council Action:

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

Attachments:

1. Town of Smyrna Quote
2. Town of Smyrna TOS Addendum 2025 signed

Gorrie-Regan & Associates, Inc. Proposal For:

(GT4L) Attendance on Demand for Town of Smyrna

Carl Wilson

Town of Smyrna
315 South Lowry Street
Smyrna, TN 37167

Presented By:
Blake Davis
blake.davis@gorrieregan.com

Proposal: 30464
Date: 2026-01-07

GORRIE REGAN

Statement of Work

This proposal is for Town of Smyrna to implement an automated time and attendance solution for 500 Employees with 23 Time Clock terminals to be installed at 21 facilities throughout Smyrna.

This proposal is for GT4-Lite proximity badge time clocks. We are quoting these clocks on a 3 year agreement, after year 3 the clocks continue as a month to month rental plan. The rental also includes GT Connect/Protect clock maintenance and support with next day replacement if needed and due to normal wear and tear on a clock unit. (Vandalism, power surges, and acts of God are not covered by the maintenance.)

GT4-Lite is capable of In/Out punches and managing punch restrictions. No other clock functions.

Gorrie Regan is proposing the Attendance on Demand (AOD) cloud-based, hosted time software. This software includes unlimited manager accounts, and software modules (Employee Self Service, Employee Mobile, Manager Mobile, Paid Time Off Requests, and Time Off Accruals.)

Attendance on Demand will be configured to meet Smyrna's pay rules and policies for correct calculation and reporting of hours. A payroll interface to Local Government will be configured and tested to automate sending hours at pay period end to payroll. Gorrie Regan has a good number of clients with this payroll interface working to Local Government.

Attendance on Demand is billed monthly based on each month's active employee count. There is no charge for keeping history and reporting on Terminated or Inactive employee's time. All history is maintained and the data available at any time to management.

A Project Manager would be assigned to your account for planning, discovery, configuration, testing, and training on the system (both software and clocks.) Once Go Live is achieved then support will come through our main Birmingham, AL based support team.

Attendance on Demand	$3.00 Per Active Employee Per Month
GT4-Lite Time Clock Lease	$75.00 Per Clock Per Month (Rental Includes clock maintenance)
Labor / Project Management	80 hours estimated discounted to $100 per hour (Normal hourly rate is $165/hour)

GORRIE REGAN

Proposal Details

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
AOD-CORE	Attendance on Demand	AOD-CORE Time System Software - Monthly	500.00	$3.00	$1,500.00
TC-GT4L-PROX	Infotronics	GT4 Lite Proximity Terminal - Monthly Rental	23.00	$75.00	$1,725.00
INSTALLATION		Configuration, Programming, & Training			$8,000.00

General Terms & Conditions

The customer agrees to purchase the services, training, products and other implementation related items listed in this document per the terms listed below. The equipment provided shall remain the property of Gorrie-Regan & Associates (hereafter referred to as GRA) until total payment is made per the prices listed on quote page(s). Upon failure to pay fully for the systems and services, GRA reserves the right to repossess the equipment at the purchasers expense. This order is not binding unless and until accepted by GRA management.

General Terms and Conditions

1. Introduction

These General Terms and Conditions ("Terms") govern the sale, installation, and servicing of solutions provided by Gorrie-Regan & Associates ("Company"), a privately owned business in Alabama. By purchasing products or engaging services from the Company, the customer ("Client") agrees to these Terms in full.

2. Scope of Services

Gorrie-Regan & Associates provides sales, installation, and maintenance of security and technology solutions, as mutually agreed upon in writing for each project. The Company offers services in the following categories, unless otherwise specified:

- Video Surveillance Systems (hardware, installation, and manufacturer-supported configuration)
- Access Control Systems (hardware, installation, and manufacturer-supported configuration; excludes ongoing credential management unless explicitly contracted)
- Intrusion Detection Systems (installation and integration with third-party monitoring services as applicable)
- Parking Revenue Systems (hardware installation; excludes operational management or financial processing)
- Time and Attendance Systems (hardware installation and basic integration support; excludes payroll or HR software management)
- Network and Low Voltage Cabling (installation in compliance with applicable industry standards; excludes IT network security or administration)

Limitations:

- All services are provided on a case-by-case basis and must be detailed in a separate written agreement.
- Gorrie-Regan & Associates does not assume responsibility for third-party software, cloud-based services, or cybersecurity protections unless explicitly agreed upon in writing.
- Ongoing system monitoring, management, or support requires a separate maintenance or service agreement.

3. Quotes and Pricing

- All quotes are valid for seven (7) days unless otherwise specified in writing.
- Prices are subject to adjustment based on material costs, labor rates, supply chain disruptions, or other external factors.
- Prices may also change without prior notice due to political developments, global economic conditions, tariffs, import/export restrictions, or other unforeseen external factors beyond the Company's control.
- The Company reserves the right to pass through any additional costs, including but not limited to tariffs, duties, and regulatory fees, that that may arise after the quote is issues.
    - ***Tariff Pass-Through Notice***

      Due to recent federal tariff changes, certain equipment and parts may be subject to additional tariff charges at the time of shipment.

      Gorrie-Regan will pass through any applicable tariffs transparently, without markup, similar to sales taxes. Clients will be notified in advance if any portion of their project or service call is impacted.

We remain committed to minimizing these impacts wherever possible and to communicating promptly.

- Any deviations from the original quote require mutual written agreement from both parties.

4. Payment Terms

- Standard payment terms are Net 30 from the invoice date unless otherwise agreed upon in writing.
- Late payments are subject to a finance charge of 1.5% per month or the maximum rate permitted by law.
- A deposit may be required for any project exceeding $5,000, which must be received before ordering materials or commencing work.

5. Installation and Service

- Installation schedules are estimates and may change due to unforeseen circumstances, including supply chain disruptions or permitting delays.
- The Client must provide adequate site access for installation and service personnel.
- Any changes to the installation scope must be documented and approved in writing; additional costs may apply.

6. Equipment, Warranties, and Cybersecurity

- All equipment is covered under the manufacturer's warranty.
- The Company provides a 12-month workmanship warranty from the installation date.
- Warranty coverage excludes damage caused by misuse, unauthorized modifications, improper maintenance, power surges, or acts of nature.
- Extended warranties, maintenance contracts, and periodic equipment inspections are available for an additional fee.
- Cybersecurity Disclaimer: The Company is not responsible for any damages, breaches, or system failures resulting from cybersecurity attacks, hacking incidents, ransomware, malware, or unauthorized access to installed systems, whether through third-party software vulnerabilities, compromised network infrastructure, or other security threats.
- The Client is responsible for implementing and maintaining appropriate cybersecurity protections, including but not limited to strong passwords, firewalls, and regular system updates.

7. Liability and Indemnification

- The Company shall not be liable for indirect, incidental, or consequential damages, including but not limited to loss of business revenue, data loss, system failures, unauthorized access, or operational downtime.
- The Client agrees to indemnify and hold harmless the Company from any claims, damages, or liabilities arising from the misuse or improper operation of installed systems.
- The Company does not provide continuous monitoring or cybersecurity services beyond the installation and initial configuration of systems unless explicitly agreed upon in writing.

8. Compliance and Permits

- The Client is responsible for obtaining all necessary permits for installation, unless otherwise agreed upon in writing.
- The Company ensures that all work complies with applicable local, state, and federal regulations but is not responsible for any changes to compliance requirements post-installation.

9. Confidentiality

- Both parties agree to maintain the confidentiality of all proprietary, business-sensitive, or security-related information exchanged during project planning, installation, and servicing.

10. Termination

- Either party may terminate the agreement with 30 days' written notice.
- If termination occurs after work has commenced, the Client is responsible for all work completed and materials purchased up to the termination date.

11. Governing Law

- These Terms shall be governed and interpreted in accordance with the laws of the State of Alabama.

12. Dispute Resolution

- Any disputes arising from these Terms shall be resolved exclusively through binding arbitration in Alabama.

13. Amendments

- The Company reserves the right to amend these Terms as needed. Clients will be notified of any material changes before they take effect.

By engaging with Gorrie-Regan & Associates, the Client acknowledges and agrees to these General Terms and Conditions in their entirety.

GORRIE REGAN

Maintenance Agreement

Agreement Date: _01/08/2026____
Service Coverage Period: _01/08/2026____ to __01/08/2029___

This Equipment Maintenance and Support Agreement ("Agreement") is entered into between **Gorrie Regan & Associates, Inc.**, an Alabama corporation with its principal place of business at 279 Snow Drive, Birmingham, AL 35209 ("Provider" or "Gorrie Regan"), and {{TOWN OF SMYRNA}} ("Client"), with service address at {{315 South Lowry Street Smyrna, TN 37167 }}.

1. COVERED EQUIPMENT

The equipment listed in Schedule A (attached hereto and incorporated by reference) is covered under this Agreement for the full term specified herein. This Agreement may be modified only upon written consent of both parties in the event of equipment upgrades, removals, or additions. Provider is assuming maintenance responsibility for equipment owned by Client.

Total Annual Contract Amount: $_20,700_____ (to be billed **MONTHLY @ $1,725**)

2. HARDWARE SUPPORT SERVICES

2.1 Hardware Repair and Replacement
Provider will furnish all labor and parts necessary to repair or replace covered equipment, excluding damage caused by:

- Acts of God, natural disasters, or severe weather events
- Lightning strikes or electrical surges
- Intentional misuse, abuse, or negligence
- Vandalism or damage by unauthorized third parties
- Normal wear and tear of consumable items

2.2 Loaner Equipment
Subject to availability, Provider may supply temporary replacement equipment while Client's equipment is being repaired.

2.3 Service Charges
A travel charge may be applied to service calls.

2.4 Excluded Services
The following services are NOT COVERED and will be billed at Provider's standard rates:

- Relocation or reinstallation of existing equipment
- Modifications to system parameters from original configuration
- Work necessitated by third-party service providers or software
- Upgrades or enhancements beyond original specifications

3. SERVICE HOURS AND RESPONSE TIMES

3.1 Standard Business Hours
Monday through Friday, 8:00 AM to 5:00 PM CST, excluding federal holidays

3.2 Emergency Support

After-hours emergency support is available upon request at Provider's standard emergency rates.

3.3 Contact Information

- **Technical Support:** (888) 861-9600
- **Email Support:** service@gorrieregan.com
- **Emergency Line:** (800) 239-2920

3.4 Response Time Commitments

- **Critical/Emergency Issues:** Response within one (1) business hour
- **Non-Critical Issues:** Response within four (4) business hours

All service requests will be documented and confirmation sent via email when provided. Complete service history records are available upon request.

4. AGREEMENT TERM AND RENEWAL

4.1 Initial Term
This Agreement shall remain in effect for the coverage period specified above.

4.2 Automatic Renewal
This Agreement will automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration date.

4.3 Renewal Terms
Renewal rates will be communicated via invoice sent to Client's billing address. Payment of the renewal invoice constitutes acceptance of renewal terms.

5. PAYMENT TERMS

5.1 Service Fee
The service service fee is due upon execution of this Agreement and 15 days after invoice date on future invoices.

5.2 Additional Services
Services not covered under this Agreement may be provided on a time-and-materials basis at Provider's current rates.

6. SUSPENSION AND TERMINATION

6.1 Right to Third-Party Services
Nothing herein restricts Client's right to obtain maintenance services from third parties.

6.2 Non-Refundable Payments
All payments made under this Agreement are non-refundable.

6.3 Suspension for Non-Payment
Provider may suspend services if Client becomes more than thirty (30) days delinquent on any payment obligation. During suspension, services will be provided on a time-and-materials basis. Suspension periods do not extend the Agreement term.

6.4 Termination
Either party may terminate this Agreement with thirty (30) days written notice.

7. WARRANTIES AND LIMITATIONS

7.1 Limited Warranty
Provider warrants that all services will be performed in a workmanlike manner consistent with industry standards. Client's sole remedy for breach is re-performance of deficient services.

7.2 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

7.3 Limitation of Liability
IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, OR LOSS OF DATA, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance due to circumstances beyond their reasonable control, including but not limited to acts of God, government actions, labor disputes, or other unforeseeable events.

9. GENERAL PROVISIONS

9.1 Governing Law
This Agreement shall be governed by the laws of the State of Alabama.

9.2 Entire Agreement
This Agreement, including any attached schedules, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements.

9.3 Amendment
This Agreement may be modified only by written instrument signed by both parties.

9.4 Severability
If any provision is deemed invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

SIGNATURE PAGE

CLIENT:

Signature: _____ Date: _____

Print Name: _____

Title: _____

PROVIDER:

Signature: Candy Hunt _____ Date: _01/08/2026___

Print Name: _Candy Hunt_____

Title: _Executive Account Manager_____

Gorrie Regan & Associates, Inc.

SCHEDULE A - COVERED EQUIPMENT

GT4L - PROX

Additional equipment may be added by written amendment to this Agreement.

Total Number of Covered Items: _23_____

Notes/Special Considerations:

Payment Terms & Special Notes

Payment Terms:

__X____ 50/40/10/: 50% with order, 40% on receipt of equipment or software, and final 10% on project completion.

__X____ Phased Payments: If this section is initialed, the parties acknowledge that 50% of contract amount is due upon execution of this agreement. The remaining balance will be progress billed based on percentage of completion.

__X____ Software & Hardware as a Service (SHaaS) or Hosted contracts continue for 36-months from the first billing month unless otherwise specified. If cancelled prior to contract's end, then customer agrees to pay all the remaining months left in the contract. Minimum monthly billing amount specified in the body of the quote.

__X____ GRA Lease Option: If this section is initialed, the parties acknowledge that a Gorrie-Regan full service lease agreement will be executed.

ALL APPLICABLE FEDERAL AND STATE TAXES WILL BE ADDED TO PRICES UNLESS EXEMPTION CERTIFICATE IS FURNISHED.

**ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3.5% PROCESSING FEE.

GORRIE-REGAN

Proposal Summary

BILL TO:	SHIP TO:
Town of Smyrna	Town of Smyrna
315 South Lowry Street	315 South Lowry Street
Smyrna, TN 37167	Smyrna, TN 37167

PROJECT EQUIPMENT AND LABOR

Description	Amount
Configuration, Programming, & Training	$8,000.00
Taxes	$00.00
Total One Time Charges	**$8,000.00**

MONTHLY AGREEMENT

Description	Amount
AOD Software - Monthly est. 500 emp. @ $3 PEPM	**$1,500.00**
GT4L-PROX - Monthly Time Clock Rental (23)	**$1,725.00**

This Proposal shall become binding on the parties hereto when signed by Subscriber and accepted and approved by Gorrie-Regan & Associates, Inc.. By Customer's signature, Customer acknowledges that they have read, understood and agreed to Gorrie-Regan & Associates, Inc. Terms and Conditions.

CUSTOMER: **Town of Smyrna**		**Gorrie-Regan & Associates, Inc.**	
SIGNATURE:		SIGNATURE:	Candy Hunt
NAME:		NAME:	Candy Hunt
TITLE:		TITLE:	Executive Account Manager
DATE:		DATE:	01/08/2026

STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the day of January 21st, 20 26 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 Gorrie Regan & Associates, Inc. herein further referenced and identified as ("Vendor") in order to amend the terms of the Agreement, including all attachments, exhibits, or any actual or virtual documents or writing, including, but not limited to, all any "clickwrap," "clickthrough" or "click and accept" agreement or other Terms of Service scheduled for presentation to the Town Council for approval on the ___ day of _____, 2025.

WITNESSETH

WHEREAS, the parties wish to execute this addendum to the Agreement for the purposes of substituting, clarifying or inserting certain terms of or into their original Agreement executed on the 21st day of January, 2026; and

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

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

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

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

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

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

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

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

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

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

materially alter the use of the service or reduce the level of protection provided to the Town at the time of the execution of this Agreement.

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

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

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

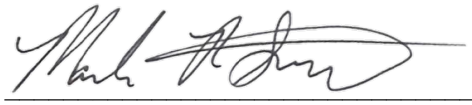
17. **BOYCOTT OF ISRAEL:** The Vendor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

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

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

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

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
Mark R. Smith, VP,
Gorrie-Regan & Associates, Inc.

VENDOR OR AGENT

MAYOR, TOWN OF SMYRNA, TENNESSEE

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 2.
Department: Public Works
Date: January 29, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Maintain X for a work order software for the Public Works Department.

Fiscal Impact:
The contract amount is $11,496.40. Each sub-department within Public Works has a 290 Line Item Account (Contractual Services) that covers the costs of a work order system for the department.

Contract Type:
Original Contract

Contract Term (if applicable):
This is a one year contract with Maintain X. This contract will renew each year.

Background:
For several years, the Public Works Department and the sub-departments of Traffic Operations, Vehicle Maintenance, and Building and Grounds have been relying on the current work order management software system. This existing platform has been managing the day-to-day maintenance requests, tracking asset performance, and scheduling preventative maintenance tasks.

However, as the department's needs and the volume of work have increased, we have identified a significant opportunity for improvement. The current software, while functional, has presented challenges related to its overall complexity, steep learning curve, and lack of intuitive user interface. This has sometimes hindered efficiency and required more extensive training for new and existing staff.

Therefore, the department would like to transition to a modern, more user-friendly software solution. This move is driven by the goal of implementing a platform that will not only manage work orders but will also streamline workflows, provide better mobile access for field crews, offer enhanced reporting and analytics capabilities for better resource allocation, and ultimately increase the productivity and efficiency of all Public Works personnel, including those in Traffic Operations, Vehicle Maintenance, and Building and Grounds.

Summary:
To enhance the efficiency and speed of our municipal maintenance operations, we propose purchasing MaintainX. Given the substantial growth of the Town's infrastructure and facilities, reliance on the existing FIIX platform is no longer adequate. MaintainX is a cost-effective, mobile-first platform designed to support our team in proactive asset management, thereby extending the lifespan of public assets and ultimately contributing to a safer environment for all Town residents.

Recommended Council Action:
Staff recommends the Town Council approve the Mayor to sign a contract with Maintain X.

Attachments:
1. MX __ Town of Smyrna - Official Sales Quote V2

Docusign Envelope ID: C1A6115D-A065-4B73-8C25-80A639B1FB1C

MaintainX

Order Form

PREPARED FOR: Town Of Smyrna

Tom Rose

NAME	TERM START DATE	EXP.DATE	TERM END DATE	QUOTE NUMBER
Town Of Smyrna	02/28/2026	02/16/2026	02/27/2027	00017640

Subscription Type: Premium Subscription

Product Name	Charge Type	QTY	Unit Price	Discount (%)	Net Price	SUB-TOTAL
Admin/Full User - Annual Users (Full Users + Admin Users)	Recurring	17	$780.00	32.15	$529.20	$8,996.40
Expert-Led Implementation	OneTime	1	$2,500.00		$2,500.00	$2,500.00
					Total USD:	**$11,496.40**

You may have to pay sales tax on your MaintainX subscription and professional services, depending on the billing zip code or country associated with your account. If you're within a jurisdiction where you're required to pay sales taxes, you'll see the sales tax as a line item on your billing invoices and receipts.

Docusign Envelope ID: C1A6115D-A065-4B73-8C25-80A639B1FB1C

MaintainX

THIS QUOTE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Any additional Users added to your account must be paid for within 30 days or risk deactivation. Pricing listed in this quote will be honored for additional Users during the initial Subscription Term and can be prorated based upon outstanding length of your initial payment.
2. MaintainX's Terms of Service located at www.getmaintainx.com/terms-of-service as well as the MaintainX Privacy Policy located at https://www.getmaintainx.com/privacy-policy/ are incorporated herein and apply to this quote. Upon acceptance, this quote will be deemed an Order Form as defined in the Terms of Service. Capitalized terms not defined in this quote will be as defined in the Terms of Service.
3. Subject to your agreement to the terms and conditions of this quote, you may accept this quote by paying with any of the following options:
   a. Via credit card through your billing page at app.getmaintainx.com/settings/billing.
   b. Via ACH or wire transfer to the bank account detailed on your invoice.
4. If you have purchased Professional Services set forth in this quote, the following terms and conditions apply to the provision and use of the Professional Services:
   a. For Guided Implementation, Expert-Led Implementation, QuickBooks Integration, Motive Integration, Samsara Integration, and/or Asset Manual Sourcing Service, MaintainX will provide the Service for the applicable plan described at https://www.getmaintainx.com/terms-of-service/professional-services-products
   b. For Custom Implementation, Custom Integration, Gold Standard Upgrade or Enterprise Upgrade Services: MaintainX will provide the Service specified and as described in the Statement of Work entered into between You and MaintainX referencing this quote. In the event of any conflict between the terms of this quote and the Statement of Work, the Statement of Work shall control, solely with respect to the applicable Service.

Upon acceptance of this quote, the Terms of Service and Privacy Policy listed above, including any MaintainX ordering document, supersede the terms in any purchase order or other non-MaintainX document and no terms included in any such purchase order or other non-MaintainX document apply to the services ordered. If you do not agree to the foregoing, this quote is withdrawn.

Additional Information:

Enterprise Plan features included at no additional cost:
- Users and Teams with Custom Permissions Applied: Only allows to list Assets, Locations and Work Orders for which the user is a member of a responsible team.

The Parties have caused this Agreement to be executed by their duly authorized officers or representatives with intent to be bound as of the Effective Date.

Town Of Smyrna

By

Name

Title

Date

MAINTAINX, INC.

DocuSigned by:
Jack Roney
AEF6CFF7C3A74BE...

Signature

Jack Roney

Name

Sales Manager

Title

1/20/2026

Date

Visit maintainx.com

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 3.
Department: Public Works
Date: January 29, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an application with the Army Corps of Engineers for use of Jefferson Pike for Boat Day on June 6, 2026.

Fiscal Impact:
Within the Storm Water Department's Line Item for Public Promotion and Outreach, we set aside $3,000 for Boat Day.

Contract Type:

Contract Term (if applicable):
This application is to utilize Jefferson Springs Park for one day on June 6, 2026

Background:
The 'Smyrna Boat Day' is a combination of the annual 'Water Festival' and the annual 'Boat Day'. The Water Festival is an event where citizens can visit water quality-related exhibits staffed by professionals, located beneath one or two large Smyma Fire Department tents erected close to the shoreline. The annual 'Boat Day' is an event where citizens, of all ages, after being fitted into personal flotation devices and given elementary safety instructions by experienced paddlers. Afterwards, they can paddle provided canoes and kayaks on 'flat' lake water under the watchful eyes of multiple well-seasoned paddlers, known as 'spotters'. This location is currently leased by Smyrna Parks with on-site bathroom and trash receptacles serviced by Parks.

The Town of Smyrna's Storm Water Management Program staff, plus many (20-30) experienced event staff assist in both events. This combined annual event is designed to provide an opportunity for the general public to enjoy the wonder of paddling on clean water, while, hopefully, reaching an understanding that this opportunity will not continue to be possible, unless we all do our part in protecting our valuable water resources. This event will be a combination of both Smyrna and Murfreesboro Boat Days.

Summary:
This UCE application allows the Town to use Jefferson Springs Park for our annual Boat Day Event. Boat day features free kayak and canoe rides for all ages. This family-friendly event educates the

community on the importance of water quality and boat safety. Smyrna Outdoor Adventure Center staff will be on hand to provide instruction on operating the canoes and kayaks and information about their Paddle Adventures Program. We typically have 400-500 people in attendance. Volunteer groups for this event include Town Employees, MTSU, the City of Murfreesboro, Rutherford County, and TWRA.

Recommended Council Action:

Staff recommends Town Council approve the Mayor to sign the application.

Attachments:

1. TWRA Marine Event Application Package
2. USACE Boat Day Application Package

TENNESSEE WILDLIFE RESOURCES AGENCY

MARINE EVENT APPLICATION

EVENT

Event Type: Boat Day - Waterfest (Public Education and Outreach) [X] Annual [ ] First Time [ ] Repeat

Body of Water: Percy Priest Lake at Jefferson Pike Crossing River Mile: _____

County: Rutherford City: Smyrna

Participants: 300-500 Starting Time: 9:00 AM Ending Time: 1:00 PM

Actual Date: 6/6/2026 Rain Out Date: N/A (Please include a map of the area where the event will take place.)

Organization Name: Town of Smyrna

Event Site Coordinator: Bradly Jordan, Stormwater Coordinator

Address: 315 South Lowry

City: Smyrna State: TN ZIP: 37167

Phone (Home): _____ (Cell): 615-355-5701 (Fax): _____

Signature: [signature] E-mail: bradly.jordan@townofsmyrna.org

REQUESTS

Practice Times/Dates: Setup on 6/5/26 Event held on 6/6/26 Post Event: Take down on 6/6/26 from 1 PM to 3 PM

Buoys [X] Yes [ ] No Type: Will provide own buoys #: _____

Special Conditions: _____

APPLICATION CONDITIONS

1. The permit must be received by TWRA at least 30 days prior to the event. Events which require waiver of a rule must be received 60 days prior to the event.
2. This permit is not transferrable regarding the date, location or organization making application. Any changes must be approved by the TWRA.
3. Marine events on the navigable waterways are also subject to approval by the U. S. Coast Guard. Application must be made at least 30 days prior to the event. Contact the U. S. Coast Guard, Attn: Marine Event Permit Coordinator, 220 Great Circle Road, Suite 148, Nashville, TN 37228. Phone (615) 736-5421; Fax (615) 736-7315.
4. Marine events may also need approval from the Tennessee Valley Authority, Corps of Engineers, or other agencies responsible for the management of the waterway.
5. Approval of this permit is limited to the event on the water and does not grant or infer approval of the use of any lands or properites surrounding the waterway.
6. The sponsoring organization or individual is wholly responsible for personal injury to participants, spectators, and for property damage.
7. Sponsors of power boat races must also agree to the following:
   A. At least one rescue boat must be provided by the sponsor.
   B. Temporary warning buoys and buoys outlining the race course will be provided by the sponsor. These are essential to maintain the safety of the participants, spectators and other boaters. Buoys to be placed by the applicant and removed at the end of the event.
8. Approval for marine events is required by TCA 69-9-211 and failure to obtain such permit is a criminal offense. Events may be terminated by the TWRA at any time when conditions or circumstances connected to event pose a threat to the safety or welfare of participants, spectators or boating public.

Subject to the following conditions or reasons, this event has been [ ] Approved [ ] Disapproved

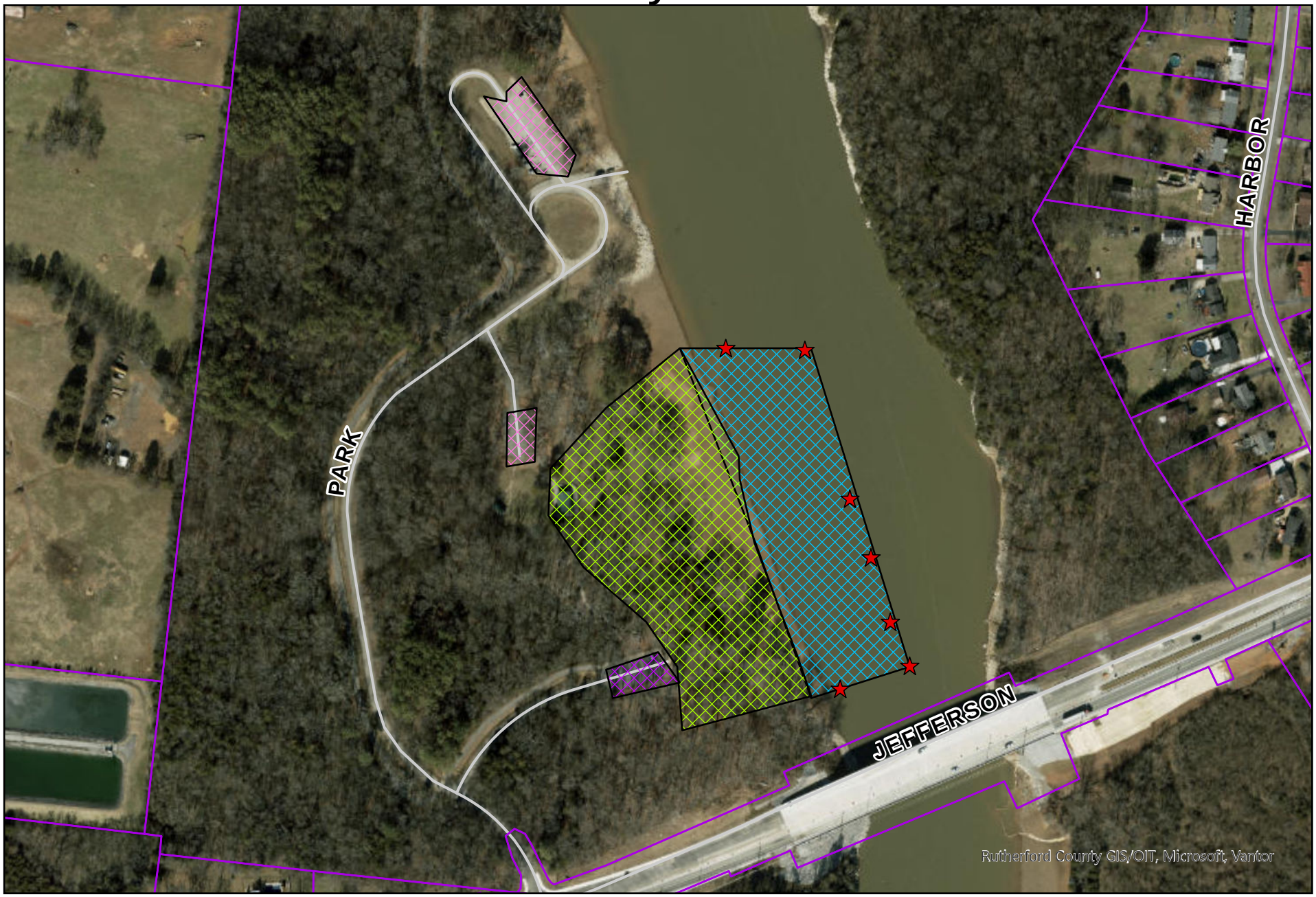
_____

_____

_____ _____

District Captain Date

Boat Day Site Plan



0 125 250 500 US Feet

N

Buoy

Event Water Area

Event Land Area

Parking

Overflow Parking

CERTIFICATE OF INSURANCE

PRODUCER:	*Date: 7/1/2025*
CCMSI 565 Marriott Drive, Suite 800 Nashville, TN. 37214	*This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreements below.* **COVERAGE PROVIDED BY:** Coverage Provider A: Princeton Excess Coverage Provider B: Liberty Mutual Coverage Provider C:
INSURED: Town of Smyrna 315 South Lowry Street Smyrna, TN. 37167	

This is to certify that coverages listed below have been issued to the member named above for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded the the agreements described herein is subject to all the terms, exclusions, and conditions of such agreements.

PROVIDER	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	General Liability Excess Policy	64-A3-EX-0000031-18	7/1/2025	7/1/2026	$5,000,000 per occurrence $5,000,000 aggregate
B	Property Excess Policy	YW2-Z51-293646-015	7/1/2025	7/1/2026	$305,709,855 TIV

DESCRIPTION OF OPERATIONS/SPECIAL ITEMS:

Proof of Coverage

CERTIFICATE HOLDER	**CANCELLATION:**
Town of Smyrna 315 South Lowry Street Smyrna, TN. 37167	Should any of the above, described agreements be cancelled before the expiration date thereof, the issuing provider will endeavor to mail 30 days written notice to the certificate holder/additional insured to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the provider, its agents or representatives.

AUTHORIZED REPRESENTATIVE:

Janet Cook

US Army Corps of Engineers ®
Nashville District

J. PERCY PRIEST LAKE
NATURAL RESOURCE MANAGEMENT OFFICE

SPECIAL EVENT PERMIT APPLICATION

As stated in Title 36 Code of Federal Regulations, Chapter III, Part 327.21, all special events are prohibited unless written permission is granted. This application is the means by which event sponsors and coordinators may seek approval for their respective event(s). Please complete this application as far ahead of the anticipated event as possible. While the approval process is normally very quick, some events require extensive coordination for final approval. All permit applications are reviewed on a first-come, first-served basis.

ALL QUESTIONS MUST BE ANSWERED. Attach additional sheets as needed.

EVENT IS FOR: ☐ **Profit** ☑ **Not-for-Profit**

ORGANIZATION RESPONSIBLE: Town of Smyrna

COORDINATORS NAME: Bradly Jordan, Stormwater (MS4) Coordinator

STREET: 315 South Lowry Street **CITY:** Smyrna **STATE:** TN **ZIP:** 37167

OFFICE PHONE: (615) 355-5701 **CELL PHONE:**

DESCRIBE THE PROPOSED ACTIVITY. INLCUDE INFORMATION SUCH AS WHO WILL PARTICIPATE, WHO WILL CONDUCT, WHAT IS THE PURPOSE, ETC.:

The 'Smyrna Boat Day' is a combination of the annual 'Water Festival' and the annual 'Boat Day'. The Water Festival is an event where citizens can visit water quality-related exhibits staffed by professionals, located beneath one or two large Smyma Fire Department tents erected close to the shoreline. The annual 'Boat Day' is an event where citizens, of all ages, after being fitted into personal flotation devices and given elementary safety instructions by experienced paddlers. Afterwards, they can paddle provided canoes and kayaks on 'flat' lake water under the watchful eyes of multiple well-seasoned paddlers, known as 'spotters'. This location is currently leased by Smyrna Parks with on-site bathroom and trash receptacles serviced by Parks.

The Town of Smyrna's Storm Water Management Program staff, plus many (20-30) experienced event staff assist in both events. This combined annual event is designed to provide an opportunity for the general public to enjoy the wonder of paddling on clean water, while, hopefully, reaching an understanding that this opportunity will not continue to be possible, unless we all do our part in protecting our valuable water resources. This event will be a combination of both Smyrna and Murfreesboro Boat Days.

DATE(S) OF EVENT: 6/5/26- set-up and buoy install 6/6/26- Event and take down

TIME OF EVENT: 2-5 PM for set-up 7 AM - 3 PM for the event/take down

EXACT LOCATION OF EVENT: Jefferson Springs Rec. Area

First parking lot and adjacent shoreline on right after entering the recreation area

NUMBER OF PARTICIPANTS EXPECTED: 300-500 guests + 20-30 staff

NUMBER OF SPECTATORS OR VISITORS EXPECTED: Same as above

CONTINUED ON BACK

DO YOU PLAN ON COLLECTING FEES OF ANY TYPE? ☐ **Yes** ☑ **No**

IF YES, WHAT ARE THE AMOUNTS AND FOR WHAT PURPOSE? N/A

HOW WILL ACCESS TO AND FROM THE EVENT AREA BE CONTROLLED, AND NONPARTICIPATING TRAFFICE BE DIRECTED THROUGH OR AROUND THE EVENT AREA (include buoy needs, course markers, signs, barricades, etc)?

The Town will post its own directional signs for access & parking purposes, the Town will also provide its own anchored buoys to mark the event's aquatic boundary for all paddlers to remain within. No swimming will be permissible anywhere within described event area (signage at shoreline). Food vendor(s) may be present.

ARE EXISTING SANITARY FACILITIES ADEQUATE TO HANDLE EXPECTED PARTICIPANTS AND VISITORS? ☑ **Yes** ☐ **No**

IF "NO", WHAT MEASURES WILL YOU TAKE TO PROVIDE NECESSARY FACILITIES?

DO YOU FEEL FIRST-AID STATIONS, AMBULANCES, OR OTHER SAFETY MEASURES ARE REQUIRED? ☑ **Yes** ☐ **No**

IF "YES", WHAT MEASURES WILL YOU TAKE TO PROVIDE NEEDED SERVICES AND EQUIPMENT?

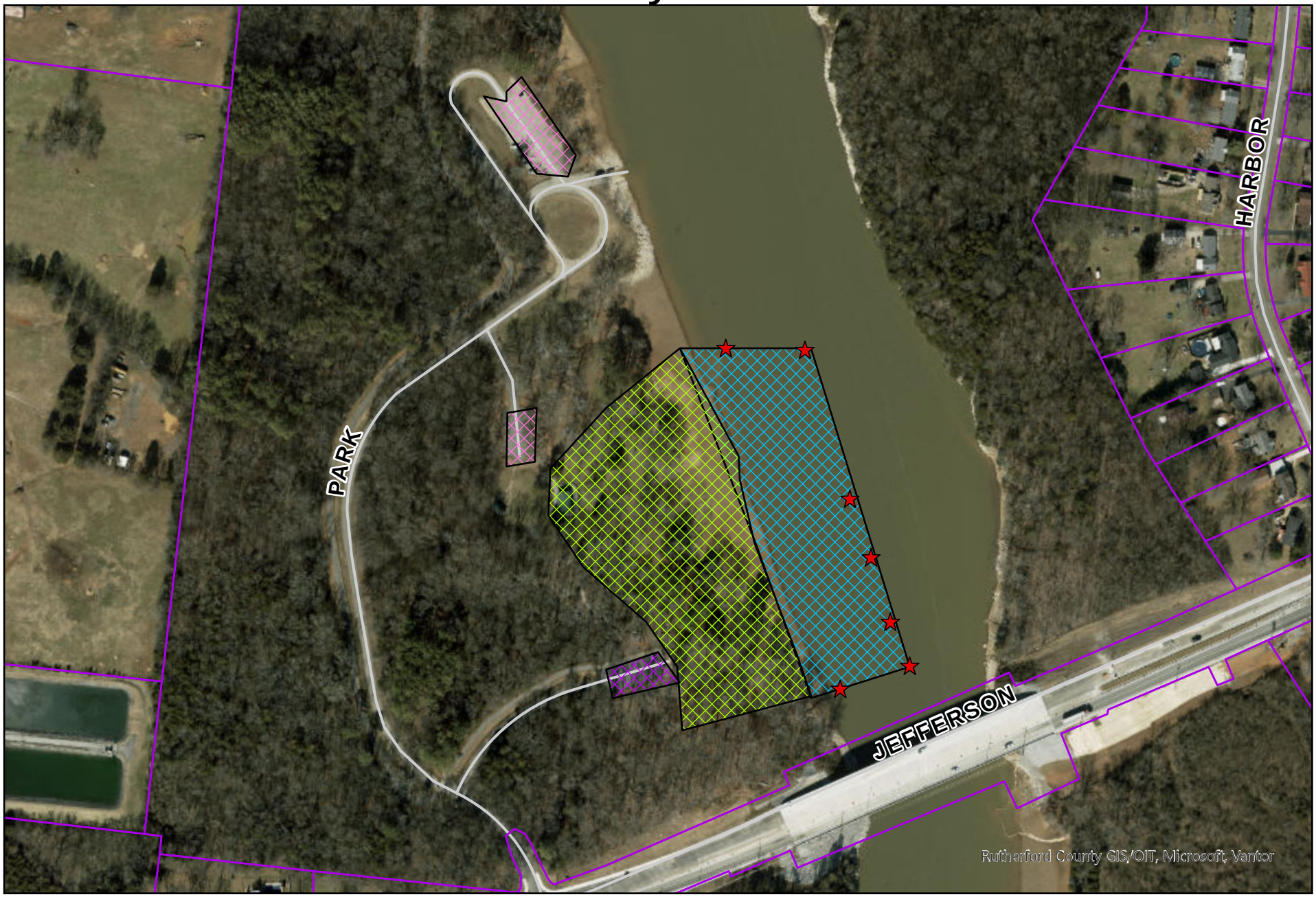
Three first aid stations will be located at booths spread across the event area.

SPECIAL CONDITIONS TO CONSIDER WHEN PLANNING YOUR EVENT

- ☐ Measures must be taken to effectively control trash, litter, and garbage at all times.
- ☐ A plan for any buoy or temporary course markers in the lake, or any traffic-control measures, must be submitted for approval at least one FULL WEEK prior to commencement of the event. Course markers and traffic-control devices may be placed no more than two hours before the beginning of the event.
- ☐ No permanent markings, such as painting of directional arrows on the pavement, painting of trees, etc., are authorized.
- ☐ All signs, buoys, and other equipment used in the event must be removed from public lands IMMEDIATELY after the conclusion of the event.
- ☐ Permittee is responsible for providing sanitary restroom facilities for both participants and spectators in accordance with local health codes.
- ☐ Permittee must arrange for a centrally located first-aid station and ambulance service, if deemed necessary by this office.
- ☐ Security of equipment or other facilities is the sole responsibility of the permittee.

There are many other points to consider when planning a special event on federal lands. Please contact the Park Ranger responsible for Special Events by calling the J. Percy Priest Natural Resource Management Office at (615) 889-1975. This Ranger can help you with any concerns or questions you may have related to this application or your event requirements in general.

Boat Day Site Plan



0 125 250 500 US Feet

N

Buoy

Event Water Area

Event Land Area

Parking

Overflow Parking

CERTIFICATE OF INSURANCE

PRODUCER:	*Date: 7/1/2025*
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INSURED: Town of Smyrna 315 South Lowry Street Smyrna, TN. 37167	

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PROVIDER	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	General Liability Excess Policy	64-A3-EX-0000031-18	7/1/2025	7/1/2026	$5,000,000 per occurrence $5,000,000 aggregate
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DESCRIPTION OF OPERATIONS/SPECIAL ITEMS:

Proof of Coverage

CERTIFICATE HOLDER	**CANCELLATION:**
Town of Smyrna 315 South Lowry Street Smyrna, TN. 37167	Should any of the above, described agreements be cancelled before the expiration date thereof, the issuing provider will endeavor to mail 30 days written notice to the certificate holder/additional insured to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the provider, its agents or representatives.

AUTHORIZED REPRESENTATIVE:

Janet Cook

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 4.
Department: Legal
Date: January 29, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, the 1st Amended Lease Agreement for the Senior Activity Center.

Fiscal Impact:
Nuetral

Contract Type:
Original Contract
Contract Change Order /Amendment

Contract Term (if applicable):

Background:
This Ground Lease, dated 2023, is between the Town of Smyrna, Tennessee (Landlord) and Senior Activity Center of Smyrna, a Tennessee non-profit corporation (Tenant).

Purpose: Tenant sought to lease property for constructing a new senior citizen activity center facility.

Property: Approximately 5 acres located on Sam Ridley Parkway West near North Lowry Street with access off Mason Tucker Drive.

Key Terms:
25-year term from the Commencement Date, with one 25-year extension option
Annual rent of $1.006
Tenant is responsible for constructing improvements on the Land
Improvements remain Tenant's property during the lease term but vest in Landlord upon lease expiration
Tenant pays all taxes and impositions

Summary:
Overview
This amendment modifies the Ground Lease dated June 2023 between the Town of Smyrna (Landlord) and Senior Activity Center of Smyrna (Tenant).

Purpose
The Christy Houston Foundation requires grant applicants to own the real property where improvements will be constructed, but has considered a ground lease of sufficient length to constitute ownership for grant application purposes. This amendment extends the lease term to fifty (50) years, including renewals, with renewal options at the sole discretion of the Tenant, allowing the Senior Center to apply for a Foundation grant.
Key Changes
1. Removal of Town's Renewal Discretion
The amendment deletes the Town's previous right to deny the 25-year renewal option "if at the time a more advantageous use is realized by the Town Council and it would be in the best interest of the public for safety, economic gain and overall use of the property".
2. Addition of Use Restriction and Termination Right
In exchange for giving up renewal discretion, the Town gains a new protective provision requiring the premises be used exclusively as a senior citizen activity center throughout the lease term. If the premises ceases to be used for this purpose, the Tenant must notify the Town, and the Town may terminate the lease at its sole discretion with sixty (60) days' written notice.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. 1st Amendment to Ground Lease Senior Center
2. Sept 12 2023 Ground Lease to Senior Center

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE ("Amendment") is made and entered into as of __, 2026, by and between the Town of Smyrna, Tennessee, a Tennessee municipal corporation, hereinafter referred to as "Landlord," and Senior Activity Center of Smyrna, a Tennessee non-profit corporation, hereinafter referred to as "Tenant."

WHEREAS, the parties entered into a Ground Lease dated June __, 2023 (the "Lease"), for the lease of certain property described on Exhibit A to the Lease (the "Land"); and

WHEREAS, the Christy Houston Foundation (the "Foundation"), as a condition of considering a grant application, requires an applicant to own the real property on which the improvement will be constructed; and

WHEREAS, the Foundation has considered a ground lease of sufficient length to constitute ownership for grant application purposes; and

WHEREAS, the parties hereto desire to amend the Lease to allow Tenant to make application to the Foundation for a grant for the Senior Center project by providing for a term, including renewals, of fifty (50) years, with the option to renew being at the sole prerogative of the Tenant (Senior Center); and

WHEREAS, the parties desire to amend the Lease to reflect the terms required by the Christy Houston Foundation.

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

1. Amendment to Section 2.2. Section 2.2 of the Lease is hereby amended by deleting the sentence: "The Landlord, however, may refrain from approving the additional 25 year option if at the time a more advantageous use is realized by the Town Council and it would be in the best interest of the public for safety, economic gain and overall use of the property within the corridor to change uses."

2. Addition of New Provision. A new provision is added to the Lease as follows:

"Tenant covenants and agrees that the Premises shall be used exclusively as a senior citizen activity center throughout the entire term of this Lease. In the event that the Premises ceases to be used for such purpose, whether by abandonment, repurposing, or otherwise, Tenant shall promptly notify Landlord in writing of such change in use. Upon receipt of such notice, Landlord shall have the right, at its sole discretion, to terminate this Lease by providing Tenant with written notice of termination. Such termination shall be effective sixty (60) days

from the date of Landlord's notice, and Tenant shall surrender the Premises in accordance with the provisions set forth in Article 12 of this Lease."

3. Ratification. Except as modified by this Amendment, all terms and conditions of the Lease shall remain in full force and effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Ground Lease as of the date first above written.

"LANDLORD"

THE TOWN OF SMYRNA, TENNESSEE

By: _____
Title: _____
Mary Esther Reed, Mayor

"ATTEST"

By: _____
Amber Hobbs, Town Clerk

"TENANT"

SENIOR ACTIVITY CENTER OF SMYRNA

By: _____
Title: _____

GROUND LEASE

THIS GROUND LEASE, dated as of September 12 2023, is made by and between the Town of Smyrna, Tennessee, a Tennessee , herein referred to as **("Landlord"),** and Senior Activity Center of Smyrna, a Tennessee non-profit corporation, herein referred to as **("Tenant"),** with respect to the following facts:

RECITALS

WHEREAS, Tenant is desirous of leasing certain property described on Exhibit A (the **"Land") ,** part of Map 28, Parcel 27.01, for the purpose of constructing a new senior citizen activity center facility;

WHEREAS, Landlord is the fee owner of the Land;

WHEREAS, Tenant and Landlord entered into that certain Letter Agreement in and around May 2023 wherein Landlord agreed to grant to Tenant a twenty-five (25) year lease of the Land subject to approval of the terms set forth herein this Lease;

NOW, THEREFORE, in consideration of the above recitals, and the representations, warranties, covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree that the terms of and conditions of such lease of the Land are governed by the following:

DEFINITIONS

As used in this Lease, the following capitalized terms shall have the meanings set forth below:

"Commencement Date" is the date on which (i) Tenant(s) exclusive license and right to use the Land begins; (ii) the Landlord actually vacates the Land; and (iii) the conditions set forth in Article 14 (Conditions Precedent) are satisfied.

"Extension Option" is defined in Section 2.2 of this Lease.

"Extension Period" is defined in Section 2.2 of this Lease.

"Hazardous Substances" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302); Hazardous Chemicals as defined in the OSHA Hazard Communication Standard; Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ȝ 9601, et. seg.; Hazardous Substances as defined in the Toxic Substances Control Act, 15 U.S.C. ȝ 26012671; all substances now or hereafter designated as "hazardous wastes" in the Tennessee Hazardous Substances Act or the Tennessee Hazardous Waste Management Act, and all substances now or hereafter designated as "hazardous substances," "hazardous materials" or "toxic substances" under any other federal, state or local laws or in any regulations adopted and publications promulgated

pursuant to said laws, and amendments to all such laws and regulations thereto, or such substances, materials, and wastes which are or become regulated under any applicable local, state or federal law.

"Imposition" means all taxes (including possessory interest, real property, ad valorem, and personal property taxes), assessments, charges, license fees, municipal liens, levies, excise taxes, impact fees, or imposts, whether general or special, ordinary or extraordinary imposed by any governmental or quasi-governmental authority pursuant to law directly as a result of Tenants leasehold ownership of the Premises or ownership of the Improvements located thereon which may be levied, assessed, charged or imposed, or may be or become a lien or charge upon the Premises, or any part thereof, or upon the leasehold estate hereby created.

"Improvements" means any structures hereafter constructed on the Land, as more specifically set forth in Exhibit B.

"Land" is defined as approximately 5 acres located on Sam Ridley Parkway West near North Lowry Street and the proposed public right of way access off of Mason Tucker Drive as more particularly described on Exhibit A.

"Lease Expiration Date" means the earlier to occur of the following dates: (a) that date which is twenty-five (25) years following the Commencement Date, unless this Lease is extended pursuant to Section 2.2, then on that date which is twenty-five (25) years following the commencement of the Extension Period; and (b) that date upon which this Lease is sooner terminated pursuant to the provisions of this Lease or the mutual agreement of the parties hereto.

"Legal Requirements" means all present and future laws, statutes, requirements, ordinances, orders, judgments, regulations, administrative or judicial determinations, even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Premises now or hereafter enacted or in effect (including, but not limited to, Environmental Laws and those relating to accessibility to, usability by, and discrimination against, disabled individuals), and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to Tenant or to all or any portion of the Premises, or to the use, occupancy, possession, operation, maintenance, alteration, repair or restoration of any of the Premises, even if compliance therewith necessitates structural changes to the Improvements or the making of Improvements, or results in interference with the use or enjoyment of all or any portion of the Premises.

"Official Records" means the Official Records of Rutherford County, Tennessee.

"Premises" shall mean the Land and the Improvements now or hereafter located

thereon. **"Rent"** means all sums due and payable to Landlord by Tenant hereunder.

"Sublease" means any present or future ground sublease, space sublease, use, or occupancy agreement.

ARTICLE 1
DEMISE OF PROMISES

1.1 Demise. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the Land, together with all rights, privileges, easements, and appurtenances belonging to or in any way appertaining thereto, including but not limited to, any and all surface easements, rights, titles, and privileges of Landlord now or hereafter existing in and to adjacent streets, sidewalks and alleys for the term of this Lease as set forth in Sections 2.1 and 2.2 below, at the rental, and upon all of the covenants and conditions set forth herein. Concurrently with the Commencement Date, Landlord shall deliver possession of the Land to Tenant.

1.2 Memorandum of Lease. Landlord and Tenant shall have the right to record this Lease in the Official Records on the Commencement Date.

ARTICLE 2
TERM

2.1 Term. The term of this Lease shall commence on the Commencement Date and shall expire on the date which is twenty-five (25) years after the Commencement Date, unless extended pursuant to Section 2.2 below or sooner terminated or extended as provided herein.

2.2 Option to Extend. Landlord hereby grants to Tenant one (1) option to extend the term of this Lease **("Extension Option")** for a twenty-five (25) year period (the **Extension Period,** upon the same terms and conditions as those set forth in this Lease for the initial term of this Lease (the **"Initial Term").** Tenant shall exercise the qualified option by giving written notice **("Extension Option Notice")** to Landlord of its intention to exercise the option as of the date **("Extension Option Date")** which is at least ninety (90) days prior to the end of the Initial Term as applicable; provided, however, that it shall be a condition precedent to the extension of the Initial Term that there shall not then exist any Event of Default as of the Extension Option Date. The Landlord, however, may refrain from approving the additional 25 year option if at the time a more advantageous use is realized by the Town Council and it would be in the best interest of the public for safety, economic gain and overall use of the property within the corridor to change uses. Upon proper exercise of the Extension Option, the parties shall execute and record a memorandum evidencing the exercise thereof and setting forth the expiration date of the extension period. No affirmative act of Landlord shall be required to effect the extension of the Lease term.

ARTICLE 3
RENT

3.1 Annual Rent. Tenant shall pay Rent during the term of this Lease to Landlord at the rate of One and No/100 ($1.00) per year during the term.

3.2 Manner of Payment. Rent to be paid to Landlord shall be paid in legal tender for the payment of public and private debts, without counterclaim, set off or deduction of any kind or nature

whatsoever and without demand, to Landlord at such address as Landlord may from time to time designate in writing.

ARTICLE 4
PAYMENT OF TAXES AND OTHER CHARGES

4.1 Payment of Impositions. Commencing on the Commencement Date and continuing for the entire Term of this Lease and any extension thereof, Tenant covenants and agrees ,except as specifically otherwise provided in Sections 4.2 and 4.4 below, to pay and discharge or cause to be paid and discharged all Impositions promptly before delinquency and before any fine, interest or penalty shall be assessed by reason of its nonpayment. If the Commencement Date is a day other than the first day of a "tax" or "fiscal" year (a **"Tax Year"),** all such Impositions shall be prorated such that Tenant shall be responsible only for those Impositions payable in connection with the Land following the Commencement Date, such proration to be based on the ratio that the number of days in such fractional tax year bears to 365. Payment of Impositions with respect to the final tax year within the term of this Lease, including any extension thereof, shall be similarly prorated.

4.2 Contesting Impositions. In the event that Tenant shall desire to contest or otherwise review by appropriate legal or administrative proceeding any Imposition, Tenant shall give Landlord written notice of its intention to so contest same; after giving such notice to Landlord, Tenant shall not be in default hereunder by reason of the non-payment of such Imposition, if Tenant shall have (a) obtained and furnished to the applicable taxing authority (other than Landlord) a bond or other security to the extent required by applicable law, and (b) established reserves sufficient to pay such contested Imposition and all penalties and interest that may be reasonably payable in connection therewith. Any such contest or other proceeding shall be conducted solely at Tenant's expense and free of expense to Landlord. Tenant shall pay the amount so determined to be due, together with all costs, expenses, interest, and penalties related thereto.

4.3 Utilities. All water, gas, electricity, telephone or other public utilities used upon or furnished to the Premises during the Term hereof shall be promptly paid by Tenant as billed and prior to delinquency. Tenant shall determine and provide for the installation of such utilities, including but not limited to the determination of the location and placement of such utilities.

4.4 Payment by Landlord. Unless Tenant is contesting any Impositions as provided in Section 4.2 above, Landlord may, at any time after the date any Imposition is delinquent, give written notice to Tenant specifying same, and if Tenant continues to fail to pay or contest such Imposition, then at any time after twenty (20) days from Tenant's receipt of such written notice, Landlord may pay the Imposition specified in said notice. Tenant covenants to reimburse and pay Landlord any amount so paid or expended in the payment of such Imposition upon demand therefor.

ARTICLE 5
LANDLORD REPRESENTATIONS, USE, COMPLIANCE WITH LAWS., MAINTENANCE AND REPAIRS

5.1 Landlord Representations. Tenant shall have the use of land identified in highlight and referenced as Tract 1 (5 acres) in Exhibit A under this leasehold interest. All real property taxes on the Land are current. There is no litigation regarding the Land.

5.2 Use. Subject to the provisions of this Article 5 Tenant may use the Premises for senior citizen activity center purposes.

5.3 Ingress/Egress. Tenant shall not possess and not seek an ingress/egress from or to the property directly onto Sam Ridley Parkway. Access to the property for ingress/ingress shall be by the existing to right of way, identified as Banstead Drive, from Mason Tucker Drive.

5.4 Compliance With Laws. Tenant shall comply with all Legal Requirements in the use, occupation, control and enjoyment of the Premises and in the prosecution and conduct of its business thereon. Tenant shall have the right, at its own cost and expense, to contest or review by appropriate legal or administrative proceeding the validity or legality of any such Legal Requirement, and during such contest Tenant may refrain from complying therewith provided that compliance therewith may legally be held in abeyance without subjecting Landlord to any liability, civil or criminal, of whatsoever nature for failure so to comply therewith and without the incurrence of a lien, charge or liability against the Premises or Landlord's estate; and provided further that all such proceedings shall be prosecuted by Tenant with due diligence.

5.5 Maintenance. Tenant shall, during the term hereof, keep and maintain the Improvements in compliance with all Legal Requirements and all appurtenances thereto in good order and repair, and shall allow no nuisance to exist or be maintained therein. Landlord shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Premises.

ARTICLE 6
NEW CONSTRUCTION, CHANGES AND ALTERATIONS

6.1 Tenant Improvements. Tenant agrees to perform and complete the improvements on the Land as set forth in Exhibit B (the "Improvements") or as identified in Section 6.8, subject to events and delays due to causes beyond its reasonable control, and Tenant shall have the exclusive right to use the Land on the Commencement Date to construct and complete the Improvements; provided, however, that Landlord shall have no responsibility or liability whatsoever for any loss or damage to any of the Improvements, fixtures, equipment or any other materials installed or left on the Land during such construction.

6.2 Construction of Improvements. Tenant covenants and agrees to construct and complete the Improvements with all due diligence in a good and workmanlike manner, and in accordance with the working drawings and specifications produced therefor (the "Plans and Specifications"). The Improvements shall be constructed in accordance with a project budget provided separately by Tenant to Landlord and by a general contractor approved by the Tenant (the

"General Contractor"). Said project budget must be approved in advance by the Senior Activity Center of Smyrna Board. In addition to the other insurance requirements set forth in this Lease, from the commencement of construction until completion of the Improvements, Tenant shall maintain or cause its contractors to maintain, general liability and other types of insurance satisfactory in form and content to Landlord and insuring Landlord and Tenant against all hazards normally insured against in the construction of projects similar to the Improvements. The Tenant will dedicate to the Landlord at no cost any easements necessary to complete any public improvements or works on the Land.

If the Tenant fails to commence construction for any reason other than delay caused by the Landlord or its agents, within 36 months following the execution of this Lease by all parties (the "Construction Start Date"), then Landlord shall have the right to terminate this Lease after proper written notice to the Tenant. Notwithstanding, the Construction Start Date shall be extended by any delay due to unforeseeable causes beyond Tenant's control and without Tenant's fault or negligence, including, but not limited to, acts of God, fires, floods, strikes, unusually severe weather conditions not reasonably anticipatable, and delays caused by the acts or omissions of Tenant's contractors, subcontractors, material or equipment suppliers, architects or engineers, or delays in Tenant's master site plan approvals.

The Improvements shall be substantially complete when a certificate of completion or equivalent by the appropriate governmental authority has been issued for the building shell. Landlord shall have the right to inspect the Improvements during the construction period.

6.3 Generally. After completion of the Improvements, Tenant shall have the right to alter, repair, restore, replace or reconstruct any of the Improvements located on the Land.

6.4 Notice of Completion. Upon completion of any work of Improvement upon the Land, Tenant shall file or cause to be filed, if required by applicable law, a valid Notice of Completion in a timely fashion.

6.5 Title to Improvements. All Improvements constructed or installed upon the Land by Tenant at any time prior to the Lease Expiration Date, shall be and thereafter remains property of Tenant; provided, however, that upon the Lease Expiration Date, title to such Improvements shall vest in Landlord and the same shall become the property of Landlord. Notwithstanding anything to the contrary contained in this Section, upon expiration of this Lease and any extensions thereof, Tenant hereby covenants and agrees to promptly execute and acknowledge (at no cost or expense to Tenant) a quitclaim deed to effectuate the provisions of this Section; Tenant's covenant to do so shall survive the Lease Expiration Date.

6.6 No Liens on Fee. Landlord's interest in the Premises shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, repair, restoration, replacement or reconstruction of any Improvements on the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power,

right or authority to subject Landlord's interest in the Premises to any mechanic's or materialmen's lien or claim of lien.

6.7 Alterations. At any time during the term, Tenant, at its sole expense, may make interior, exterior and structural alterations and additions to any portion of the Improvements, provided that (i) with respect to material exterior and structural alterations and additions, Tenant shall first obtain Landlord's prior written consent, and (ii) the additions and alterations shall be constructed expeditiously with good materials in a good and workmanlike manner and in accordance with all requirements imposed by law. All alterations and additions made in accordance with this Section shall become part of the Improvements and shall remain the property of Tenant during the Term. For the purposes of this provision, a "material exterior and structural alteration or addition" shall be one that costs in excess of $50,000.00.

6.8 Approval of Plans by Town Council. In the event Tenant does not present and attach the Plans and Specifications for Exhibit B, including utility infrastructure, at the time of execution of this Lease, the Tenant shall not possess the authority to initiate any construction or foundation activities on the leased premises unless and until the improvements on the Land have received expressed prior written approval by the Mayor (after Town Council majority vote) and said improvements shall be incorporated into this lease document as an addendum to Exhibit B.

ARTICLE 7
ENVIRONMENTAL MATTERS

7.1 Environmental Compliance. Commencing on the Commencement Date, the parties shall at all times comply with applicable Environmental Laws affecting the Premises. Tenant shall at its own expense maintain in effect any permits, license or other governmental approvals relating to Hazardous Substances, if any, required for Tenant's use. The parties shall make all disclosures required by any such Environmental Laws, and shall comply with all orders, with respect to the parties and their respective employees', agents', contractors' and invitees' use of the Premises, issued by any governmental authority having jurisdiction over the Premises and take all action required by such governmental authorities to bring the parties' and their respective employees', agents', contractors' and invitees' activities on the Premises into compliance with all Environmental Laws affecting the Premises.

7.2 Notices. If at any time Tenant or Landlord shall become aware, or have reasonable cause to believe, that any actionable level of Hazardous Substance has been released or has otherwise come to be located on or beneath the Premises, such party shall immediately upon discovering the release or the presence or suspected presence of the Hazardous Substance, give written notice of that condition to the other party. In addition, the party first learning of the release or presence of an actionable level of Hazardous Substance on or beneath the Premises, shall immediately notify the other party in writing of: (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Laws; (ii) any claim made or threatened by any person against Landlord, Tenant or the Premises arising out of or resulting from any actionable level of Hazardous Substances; and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any actionable level of Hazardous Substance.

7.3 Indemnity; Release.

(a) Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold harmless Landlord, Landlord's Affiliates and their respective commissioners, directors, trustees, beneficiaries, officers, directors, employees, attorneys, agents, successors and assigns, from and against any and all Claims arising from or caused in whole or in part, directly or indirectly, by the presence in, on, under, or about the Premises or any discharge or release in or from the Premises of any Hazardous Substance, to the extent that any such presence, discharge, or release is caused by Tenant's activities, or the activities of any of Tenant's Subtenants, employees, agents, contractors or invitees.

(b) Costs Included; Survival. The indemnity obligations created hereunder shall include, without limitation, whether foreseeable or unforeseeable, any and all costs incurred in connection with any site investigation, and any and all costs for repair, cleanup, detoxification or decontamination, or other remedial action of the Premises. The obligations of the parties hereunder shall survive the expiration or earlier termination of this Lease.

ARTICLE 8
INSURANCE

8.1 All Risk Insurance. Tenant, at its sole cost and expense, shall upon substantial completion of any improvement and throughout the entire term of this Lease and any extension thereof, keep the Improvement insured against loss or damage by fire, windstorm, tornado, hail, water damage, lightning, vandalism, malicious mischief and against loss or damage by such other, further and additional risks as now are or hereafter may be embraced by the standard All risk, forms or endorsements, in the full amount of the replacement value of the Improvement. Upon request by Landlord, Tenant shall provide proof of such insurance coverage to Landlord.

8.2 Liability Insurance. Tenant, at its sole cost and expense, shall throughout the entire term of this Lease and any extension thereof, procure and maintain liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Improvement, including the public areas adjacent thereto, including, in a form no less than a commercial general liability policy, explosion, collapse and underground coverage, such insurance to afford immediate protection at the Commencement Date for not less than $1 Million/ $3 Million per occurrence/aggregate.

8.3 Builder's Risk Insurance. During the construction of any Improvements the insurance required by Section 8,1 shall, be in the form commonly known as "Builder's Risk" on an "all risk" basis including without limitation coverage against fire, lightning, wind damage, hail, earthquake. The policy shall be secured and maintained by Tenant in a form and amount as may from time to time be determined by Tenant.

ARTICLE 9
DAMAGE OR DESTRUCTION

9.1 Damage. If, during the Term, there occurs any material damage to or destruction of the Premises or any part thereof resulting from any cause whatsoever, Tenant shall give prompt notice thereof to Landlord and Tenant shall immediately take such action as is reasonably necessary to assure that neither the Premises nor the Improvements constitutes a nuisance or otherwise presents a health or safety hazard, such work to be accomplished at Tenant's sole cost and expense. The foregoing obligation shall not be contingent upon the availability of any Insurance Proceeds.

9.2 Cancellation. Tenant shall have the right to terminate the Lease if it is reasonably anticipated that the necessary repair or restoration of such damage cannot be sufficiently completed within 60 days of the destruction or damage, by notifying Landlord within sixty (60) days after such date of damage or destruction. Additionally, if the Premises shall be damaged so that it is reasonably determined that the cost would make restoration thereof unfeasible, notwithstanding the availability of insurance proceeds therefor, Tenant may terminate this Lease within sixty (60) days after such damage.

9.3 Restoration. If this Lease is not terminated as provided in Section 9.2 above, Tenant shall proceed with the repair or restoration of the damaged Premises within ninety (90) days following such damage or destruction or, if greater than fifty percent (50%) of the estimated cost of such restoration is covered by insurance, then such later date as the insurance proceeds are available therefor, and once commenced such restoration shall be diligently prosecuted to completion.

9.4 Insurance Proceeds. Subject to Section 9.2 above, all insurance proceeds payable as a result of any damage or destruction which are to be used by Tenant for such repairs and restoration shall be payable to Tenant and used by Tenant to the extent necessary for payment of the cost of repairs and restoration required hereby. Any unused proceeds shall be retained by Tenant.

ARTICLE 10
EMINENT DOMAIN

10.1 Total Taking. If the whole or substantially all of the Premises shall be taken for a public or quasi-public use by the exercise of the power of eminent domain or by purchase under threat of condemnation by any governmental agency, this Lease shall terminate in its entirety on the date the condemning authority actually consummates such taking of the Premises. In the event of any such taking, Tenant shall make one claim for an award for its entire interest in the Premises including an award for severance damages if less than the whole shall be so taken. If the whole or substantially all of the Premises shall be so taken, then shall be distributed to Tenant to the extent that it is attributable to Tenant's estate, or Tenant's property or the Improvements (or that of its invitees, agents or subtenants).

10.2 Partial Taking. If less than substantially all of the Premises shall be taken for any public or quasi-public use under the power of eminent domain or by purchase under threat of condemnation by any governmental agency, other than a municipality, or if any appurtenances of the Premises or areas outside the boundaries of the Premises or rights in, under or above the streets

adjoining the Premises or the rights and benefits of light, air or access from or to such streets, shall be so taken, or the grade of any such streets shall be changed, in any such case in a manner that the remaining portion of the Premises can be adapted and economically operated for the purposes and in substantially the same manner as it was operated prior thereto in Tenant's good faith business judgment, Tenant shall give prompt notice thereof to Landlord, this Lease shall continue in full force and effect. Tenant shall proceed, with reasonable diligence, to perform any necessary repairs and to restore the Premises to an economically viable unit in strict accordance with all Legal Requirements, and as nearly as reasonably possible to the condition the Premises was in immediately prior to such taking. Any award paid as a result of such taking shall be paid to Tenant or as Tenant may direct as the restoration of the Premises progresses, to pay or reimburse Tenant for the cost of such restoration. Any portion of any award paid as a result of such taking not so used for such restoration shall be paid to Tenant.

10.3 Proceedings. In any condemnation proceeding affecting the Premises which may affect Landlord's estate and Tenant's estate, both parties shall have the right to appear in and defend against such action as they deem proper in accordance with their own interests. To the extent possible, the parties shall cooperate to maximize any award payable by reason of the condemnation. Issues between Landlord and Tenant required to be resolved pursuant to this Article shall be joined in any such condemnation proceeding to the extent permissible under then applicable procedural rules of such court of law or equity for the purpose of avoiding multiplicity of actions and minimizing the expenses of the parties.

ARTICLE 11
DEFAULT

11.1 Events of Default. A breach of this Lease by Tenant shall exist if any of the following events (individually an **"Event of Default"** and collectively **"Events of Default")** shall occur:

(a) Tenant shall have failed to pay the Rent within five (5) days of when due and such failure shall not have been cured within five (5) days after receipt of written notice from Landlord respecting such overdue payment; or

(b) Tenant shall have failed to pay any other charge, Imposition or any obligation of Tenant requiring the payment of money under the terms of this Lease (other than the payment of Rent) within thirty (30) days of when due and such failure shall not have been cured within fifteen (15) days after receipt of written notice from Landlord respecting such overdue payment; or

(c) Tenant shall have failed to perform any term, covenant, or condition of this Lease to be performed by Tenant, except those requiring the payment of money, and Tenant shall have failed to cure same within thirty (30) days after written notice from Landlord, delivered in accordance with the provisions of this Lease, where such failure could reasonably be cured within said thirty (30) day period (subject to the occurrence of a Force Majeure Event); provided, however, that where such failure could not reasonably be cured within said thirty (30) day period, then Tenant shall not be in default unless it has failed to promptly commence and thereafter be continuing to make diligent and reasonable efforts to cure such failure as soon as practicable and in no event later

than one hundred eighty (180) days (subject to extension based on the occurrence of a Force Majeure Event as provided in Section 19.3).

(d) Abandonment for thirty (30) days of the Premises, Improvements or of the leasehold estate, except in accordance with Article 12 hereof; or

(e) The subjection of any right or interest of Tenant under this Lease to attachment, execution, or other levy, to seizure under legal process, if not released or appropriately bonded within ninety (90) days after receipt of written notice by Landlord; or

(f) The appointment of a receiver to take possession of the Premises and/or Improvements or of Tenant's estate or of Tenant's operations for any reason if not discharged within ninety (90) days of such appointment, including but not limited to, assignment for the benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership (i) pursuant to a mortgage, or (ii) instituted by Landlord, the event of default being not the appointment of a receiver at Landlord's instance but the event justifying the receivership, if any; or

(g) An assignment by Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant as bankrupt; or for extending time for payment, adjustment or satisfaction of Tenant's liabilities to creditors generally; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within ninety (90) days after the assignment, filing, or other initial event.

11.2 Notice to Certain Persons. Landlord shall, before pursuing any remedy, give notice of any Event of Default to Tenant. In addition, Landlord shall use its reasonable good faith efforts to give such notice to all subtenants. Each notice of an Event of Default shall specify the Event of Default and shall describe any damage resulting from any such act.

11.3 Landlord's Remedies. If any Event of Default by Tenant shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default under the applicable provision of this Lease, Landlord shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative:

(a) Termination. Landlord may at its election terminate this Lease by giving Tenant written notice of termination. On the giving of the notice, all of Tenant's rights in the Premises and in the Improvements shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Premises and the Improvements in broom-clean condition, and Landlord may reenter and take possession of the Premises and the Improvements and eject all parties in possession or eject some and not others or eject none; provided that no subtenant provided with a no disturbance agreement shall be ejected. Termination shall not relieve Tenant from the payment of any sums then due to Landlord hereunder, or from any claim for damages previously accrued or then accruing against Tenant up to the date of termination.

(b) Damages. Should this Lease be terminated by Landlord pursuant to any provision hereof, Landlord shall be entitled to damages in the following aggregate sums: all amounts that would have fallen due as Rent between the time of termination of this Lease and the time of the claim, judgment, or other award, less the proceeds of all re-lettings and attornments, plus interest on the balance.

11.4 Cumulative Remedies. The remedies given to Landlord herein shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Lease.

11.5 Waiver of Breach. No waiver by a party of any default by the other shall constitute a waiver of any other breach or default by the other, whether of the same or any other covenant or condition.

11.6 Tenant Remedies. In the event Landlord shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Lease on its part to be performed or observed within thirty (30) days after written notice of default (or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice thereof), then in that event Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach.

ARTICLE 12
SURRENDER OF THE PREMISES

On the Lease Expiration Date, Tenant shall quit and surrender the Premises to Landlord without delay, and in good order, condition and repair, ordinary wear and tear (damage and destruction or condemnation if this Lease is terminated pursuant to either Article 9 or 10 excepted). Such surrender of the Premises shall be accomplished without the necessity for any payment therefor by Landlord. Upon such event, title to the Improvements shall automatically vest in Landlord without the execution of any further instrument; provided, however, Tenant covenants and agrees, upon either such event, to execute (at no cost or expense to Tenant) such appropriate documentation as may be reasonably requested by Landlord to transfer title to the Improvements to Landlord.

ARTICLE 13
SUBLEASES AND ENCUMBRANCES

13.1 Tenant's Right to Sublease. Tenant shall not sublease any premises.

13.2 Tenant(s) Right to Mortgage. The Tenant may mortgage its interest in this Lease provided Tenant has no right to encumber Landlord's fee interest in the Land.

ARTICLE 14
CONDITIONS PRECEDENT

14.1 Zoning. All governmental permits and approvals necessary or appropriate for the construction of the Improvements, including, but not limited to (i) all approvals required under zoning and land use laws and ordinances applicable to the Premises, (ii) all platting, subdivision and zoning approvals necessary to develop the Premises with the Improvements, (iii) all building permits and approvals necessary for the construction of the Improvements, and (iv) tap permits for water and sanitary sewer services to the Improvements shall have been obtained by Tenant. Landlord agrees, upon Tenant's request, to join in applications for zoning matters, building permits, certificates of occupancy, and all other applications for licenses, permits and approvals, and Landlord shall use its best efforts to cause such zoning and permits to ,be obtained. The parties agree to work together to obtain approval of Tenant=s final development plans through appropriate town, county and state governments.

14.2 Phase 1 Environmental Assessment. Within twenty (20) days of the Town's approval of construction plans, Landlord shall cause to be delivered to Tenant a recent Phase I environmental report (the "Environmental Report") issued by an engineer duly licensed in the State of Tennessee or other recognized environmental testing company showing no presence of any toxic or hazardous waste or substance in, on, or around the Land and that the Land is suitable for Tenant(s) intended use.

14.3 Board Approval. This Lease is contingent upon Tenant obtaining Tenant(s) Board of Directors for the Senior Activity Center of Smyrna approval of the terms and conditions of this Lease, the Improvements as set forth in Exhibit B, and the costs and expenses necessary to construct and complete the Improvements.

14.4 Exhibits. The Exhibits attached hereto shall be completed to the mutual satisfaction of the parties hereto.

ARTICLE 15
NOTICES

Any notice, approval, demand or other communication required or desired to be given pursuant to this Lease shall be in writing and shall be personally served (including by means of professional messenger service or air express service using receipts) or in lieu of personal service, deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, and unless sooner received, each notice shall be deemed received seventy-two (72) hours after same shall have been so deposited in the United States mail addressed as set forth below:

If to Landlord:	Town of Smyrna, Tennessee 315 South Lowry Smyrna, Tennessee 37167 Attention: Town Manager
If to Tenant:	Senior Activity Center of Smyrna 100 Raikes St, Smyrna, TN 37167 Attention: Executive Director

Either Landlord or Tenant may change its respective address by giving written notice to the other in accordance with the provisions of this Section.

ARTICLE 16
[INTENTIONALLY OMITTED]

ARTICLE 17
ENFORCEMENT AND ATTORNEYS' FEES

In any proceeding or controversy associated with or arising out of this Lease or a claimed or actual breach hereof, the Landlord shall be entitled to recover from the Tenant as a part of the prevailing party costs, if Landlord prevails, such reasonable attorneys', appraiser's and other professionals' fees and court costs. The award for legal expenses shall not be computed in accordance with any court schedule, but shall be as necessary to fully reimburse all attorneys' and other professionals' fees and other expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the Tenants to fully compensate the Landlord if the prevailing party for all the attorneys' and other professionals' fees and other expenses paid in good faith.

ARTICLE 18
QUIET ENJOYMENT

Quiet Enjoyment. Landlord covenants that, provided no Event of Default has occurred under the terms of the Lease and has continued beyond all applicable cure periods set forth in this Lease, Tenant shall have quiet and peaceful possession of the Premises as against Landlord and any person claiming the same by, through or under Landlord.

ARTICLE 19
GENERAL

19.1 Captions. The captions used in this Lease are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease.

19.2 Counterparts. Any executed copy of this Lease shall be deemed an original for all purposes. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

19.3 Time of Essence. Time is of the essence for the performance of each covenant and term of this Lease. Notwithstanding the foregoing, any non-monetary obligation of Tenant or Landlord which cannot be satisfied due to war, strikes, acts of God or other events which are beyond the reasonable control of Tenant or Landlord, as the case may be (each, a **"Force Majeure Event"),** shall be excused until the cessation of such Force Majeure Event.

19.4 Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

19.5 Interpretation. This Lease shall be construed and enforced in accordance with the laws of the State of Tennessee. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant. When the context of this Lease requires, the neuter gender includes the masculine, the feminine, a partnership or corporation or joint venture or other entity, and the singular includes the plural.

19.6 Successors and Assigns. The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted heirs, successors, and assigns (to the extent this Lease is assignable).

19.7 Waivers. The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

19.8 Remedies. All remedies herein conferred shall be deemed cumulative and no one remedy shall be exclusive of any other remedy herein conferred or created by law.

19.9 Good Faith. Except where a party hereto is specifically permitted to act in its sole and absolute discretion, each party hereto agrees to act reasonably and in good faith with respect to the performance and fulfillment of the terms of each and every covenant and condition contained in this Lease.

19.10 No Partnership. The parties hereto agree that nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, or association between Landlord and Tenant, or cause either party to be responsible in any way for the debts or obligations of the other party.

19.11 Integration. This Lease, and the Exhibits and addendums, if any, attached hereto, constitute the entire agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. All prior negotiations and agreements between Landlord and Tenant with respect to the subject matter hereof are superseded by this Lease. Except

as otherwise provided herein, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.

19.12 Commissions. Landlord and Tenant each represent and warrant to the other that they have employed no broker, finder or other person in connection with the transactions contemplated under this Lease which might result in the other party being held liable for all or any portion of a commission hereunder. Landlord and Tenant each hereby agree to indemnify and hold the other free and harmless from and against all claims and liability arising by reason of the incorrectness of the representations and warranties made by such party in this Section, including, without limitation, reasonable attorneys' fees and litigation costs.

19.13 Survival. Notwithstanding anything to the contrary contained in this Lease, the provisions (including, without limitation, covenants, agreements, representations, warranties, obligations, and liabilities described therein) of this Lease which from their sense and context are intended to survive the expiration or earlier termination of this Lease (whether or not such provision expressly provides as such) shall survive such expiration or earlier termination of this Lease and continue to be binding upon the applicable party.

19.14 Existing Encumbrances The property, further shown on Exhibit A, is subject to and includes any and all lawful easements, setback lines, restrictions, etc. of record and to the within described property and to the zoning regulation of the appropriate governmental body.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

"LANDLORD"

THE TOWN OF SMYRNA, TENNESSEE

By: _____

Title: _____
Mary Esther Reed, Mayor

"ATTEST"

By: _____
Amber Hobbs, Town Clerk

"TENANT"

SENIOR ACTIVITY CENTER OF SMYRNA

(SACS Rep. with authority to execute)

By: _____

Title: Executive Director

EXHIBIT A

PROPERTY TO BE LEASED

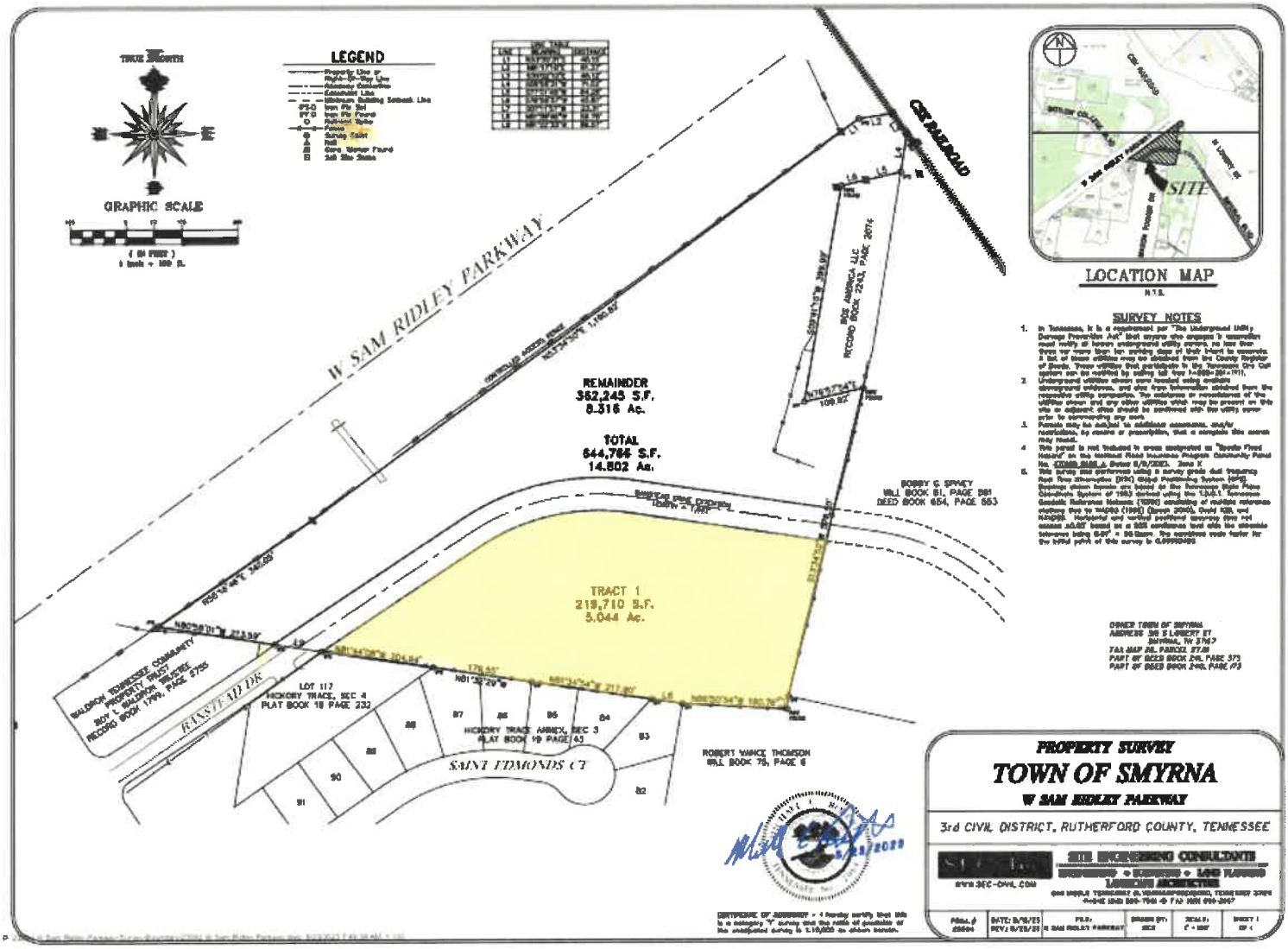


EXHIBIT B

IMPROVEMENTS

[This Exhibit needs to include all plans and specifications for the project, including but not limited to: (i) the plans to conduct surveys, inspections, soils tests, bounds, etc.; (ii) extend sewer line; and (iii) extend concrete or paved driveway to property from Banfield Drive to the structure]

EXHIBIT B

IMPROVEMENTS

[This Exhibit needs to include all plans and specifications for the project, including but not limited to: (i) the plans to conduct surveys, inspections, soils tests, bounds, etc.; (ii) extend sewer line; and (iii) extend concrete or paved driveway to property from Banstead Drive to the structure]

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 5.
Department: Utilities
Date: January 29, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract extension with Benchmark, LLC for locating services for gas, water and sewer.

Fiscal Impact:
Estimated FY27 impact is $475,000

Contract Type:
Contract Renewal

Contract Term (if applicable):

Background:
Benchmark, LLC, was contracted by the Town in January 2025, for a one-year contract that can be extended for two (2) additional one-year periods. Benchmark locates all utilities for gas, water and sewer. The utilities department has had two (2) locator positions posted for hire since August 2025. We have been unable, as to date, to find any qualified candidates to fill these positions. Locating is an essential part of utility excavation activities and is required by Tennessee One-Call. We must extend the contract with Benchmark for an additional year while we continue to search for qualified candidates.

Summary:
Extend the contract with Benchmark, LLC for locating services for gas, water and sewer while continuing to interview candidates to fill the in-house positions.

Recommended Council Action:
Staff recommends approval of the contract extension with Benchmark, LLC for locating gas, water and sewer facilities.

Attachments:
1. 2026-27 Benchmark VA LLC - Town of Smyrna, Tn. Contract Extension

EXTENSION AGREEMENT

This Agreement is made and entered into on this ____ day of _____, 20__, by and between **Benchmark VA LLC Subsurface Utility Services** a Virginia Limited Liability Company (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of Underground Utility Locating Services.

WHEREAS, pursuant to the terms of an Agreement, dated **January 14, 2025** by and between the Bidder and the Town, the Bidder agreed to provide certain products and/or services to the Town, all in accordance with the terms of the Bid Documents (as defined in the Original Agreement);

WHEREAS, pursuant to the terms of the Bid Documents, upon mutual agreement, the Original Agreement may be renewed for up to a maximum of two additional one-year periods under and upon the same price, terms, and conditions as set forth in the Bid Documents; and

WHEREAS, the parties now desire to renew the Original Agreement for an additional one-year period, in accordance with the terms set forth in the 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 parties hereto hereby agree to renew and extend the Original Agreement for an additional two-year period, beginning **January 14, 2026** and ending **January 13, 2027** subject to the following terms and conditions:

1. Extension of Original Agreement & Incorporation of Supporting/Related Documents: All provisions of the Original Agreement which do not conflict with a provision contained in this extension agreement, the quotation/bid for the provision of products or services previously submitted by bidder, and all terms of the invitation to submit quotations are incorporated herein by reference as if set forth at length verbatim. The original agreement shall remain in full force and effect for an additional period of one (1) year commencing on the date of expiration fixed for the original agreement.

2. Severability: This agreement constitutes the product of negotiations of the parties hereto and any enforcement 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.

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

4. Warranties: The Bidder warrants to the Town that all materials and equipment furnished under this Extension Agreement 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.

5. Software Deadline, Testing and Acceptance: If applicable to the Original Agreement, software provided by Bidder during any extension covered under this Extension Agreement, 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 Extension 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.

6. 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 the Original Agreement or this Extension Agreement or make any statement to the media relating to the Original Agreement or this Extension Agreement without the prior written consent of the Town.

7. 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 Extension 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 Extension 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 or public entities and, therefore, prohibits an agreement by the Town to indemnify a third party or agree to a limitation of liability provision.

8. Non-Appropriation: Bidder acknowledges that the Town is a governmental entity, and the validity of this Extension 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 Extension Agreement for services to be provided, this Extension 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 Original Agreement or this Extension Agreement, and any unused payment made to Bidder shall be returned to the Town.

9. 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.

10. 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 the Original Agreement or this Extension 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.

11. 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 Extension 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 the Original Agreement. Except as provided in the preceding sentence, notwithstanding anything in this Extension Agreement to the contrary, any change to this Extension 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 Extension Agreement.

12. 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 the 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 the Agreement all deliveries shall be made to the Town no later than ninety (90) days from the date of the Agreement. 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 the Agreement, then the entire Agreement shall be voidable at the sole discretion of the Town. Should the Town elect to void the 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 the Agreement to meet the delivery deadline, then neither party shall be deemed to have breached the 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. This provision shall take propriety over any Force Majeure Clause contained within the Agreement.

13. Changes to Terms: Except as provided in Paragraph No. 12 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 Extension 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 Extension Agreement, and such cancellation shall not be a breach of this Extension 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 Extension Agreement that the fee was intended to cover.

14. Mediation: The Town may, at its option, require the attempted resolution of any dispute arising under this Extension 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.

15. Price Assurance: Unless specifically stated in the Agreement, the price shall be valid for the full term of the Agreement. If Bidder, 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, Bidder 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 Extension 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 this Extension 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 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.

17. 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. § 12-4-127.

18. No Presumption Against Drafter: The parties are both business entities having substantial experience with the subject matter of this Extension Agreement, and each has fully participated in the negotiation and drafting of this Extension Agreement. Accordingly, this Extension 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 Extension Agreement differs in any respect from any previous draft hereof.

19. Governing Law: This Extension 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.

20. 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 Extension Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

21. Conflicting Provisions: Should a provision within this Extension Agreement conflict with a provision within in the Original Agreement, the provision of this Extension Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Extension Agreement on the date set forth above.

TOWN OF SMYRNA, TENNESSEE:

By: _____
MARY ESTHER REED, MAYOR

ATTEST:

_____
AMBER HOBBS, TOWN CLERK

BIDDER:

Benchmark VA LLC Subsurface Utility Servi_

By: Jessie Spires

Title: VP Operations

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.
Department: Utilities
Date: January 29, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Aria Filtra Systems Support relative to 24/7 Technical Phone Support for Water Treatment Plant.

Fiscal Impact:
The fiscal impact of renewing the annual technical support contract is $10,066.00.

Contract Type:
Contract Renewal

Contract Term (if applicable):
This contract will be for an additional 12 months of technical support.

Background:
This contract is for technical support for the membrane filtration process for the water treatment plant. This contract provides us with 24/7 priority technical phone support in the event the membrane filtration system malfunctions and requires remote access to resolve the issue.

Summary:
This is an annual technical phone support contract renewal with Aria Filtra for the membrane filtration process.

Recommended Council Action:
Staff recommends approval of a 24/7 technical phone support renewal contract with Aria Filtra for the Water Treatment Plant.

Attachments:
1. Phone Support Proposal - AriaFiltra - OPP2334895
2. Std Contract Addendum rev 031725 - OPP2334895

Customer: Town of Smyrna

Attn: Kevin Relford – kevin.relford@townofsmyrna.org

AriaFiltra Systems Support

To obtain support for your AriaFiltra systems installation, our customers can contact AriaFiltra via our toll-free number at **866-475-0115** or by email to AriaFiltraCS@TrojanTechnologies.com. Through this channel, you gain access to warranty assistance, technical support as well as our service and spares team.

AriaFiltra Customers have access to the AriaFiltra Services Hotline. AriaFiltra System Engineers are on full-time rotation to provide around-the-clock availability of live technical support.

One Time Technical Support – MM 66426

If your system is out of warranty or does not have an Annual Technical Service contract, there may be a charge when technical service is to be provided to resolve the issue. Extensive off-site support will require a purchase order or credit card. Billing is based on AriaFiltra's off-site hourly service rate. You will be asked to provide your credit card number or service contract purchase order number that will be billed at AriaFiltra's Off-Site Service Rates, with a minimum charge of USD$350. If the problem cannot be resolved over the telephone, the Customer can request an AriaFiltra System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last-minute travel expenses.

Telephone support will be billed per call log at a flat fee of $350.00 covering up to the first half hour and USD $290.00/ hr. (in half-hour increments) beyond that during normal working hours. You will only be billed the half hour fee once per call log number. Subsequent calls for the same call log will be billed at USD $290.00/ hr. We can also offer you a service contract where you will have access to our technical service team during normal business hours.

24/7 Technical Phone Support – MM 38844

When taking advantage of the 24/7 phone support option with the Service Contract, our Customer is provided access to AriaFiltra's Service Hotline, with AriaFiltra System Engineers on full-time rotation to provide 24/7 availability to live technical support. Your call is given priority over non-contracted Customers. In addition to technical support via email and fax, technical response to calls is provided within 4 hours of receipt.

If the problem cannot be resolved over the telephone, our Customer can request an AriaFiltra Service Representative to visit the site location, which can be scheduled and provided at contract service rates.

Where possible, AriaFiltra can use remote modem access to troubleshoot and resolve problems.

System Type	Aria Flex
Number of Modules on Site	540
Service Type	24/7
Price	$10,066.00
Currency Of Quote	USD

Validity: This proposal is valid for 30 days. If a purchase order is not agreed upon by Seller and Buyer within the price validity period, the pricing set forth in this proposal shall not apply.

Please Address Your Order to: AriaFiltra to the below contacts:

Please direct your purchase order to:

For US / Mexico / Latin American Customers	For Canadian Based Customers
Trojan Technologies Corp P.O. Box 5630, 839 State Route 13 Cortland, New York 13045-5630 Phone: 866-475-0115 Email: AriaFiltraCS@TrojanTechnologies.com Attn: Customer Service	**Trojan Technologies** 3020 Gore Rd., London, ON, Canada N5V 4T7 Phone: 866-475-0115 Email: AriaFiltraCS@TrojanTechnologies.com Attn: Customer Service

Protect your system with technical support from AriaFiltra Services. We want you to receive the best possible return on your AriaFiltra System investment. As equipment operates, wears and ages, AriaFiltra Services can provide expert technical support to fulfill your ever-changing parts, service, and process needs.

Please Note: 24/7 Contracts will be deemed renewed for an additional 12 months unless the customer gives notice in writing to AriaFiltra Services of their intention to not renew within 30 days before the end of the Contract Term. Pricing is subject to CPI Adjustment.

CUSTOMER AUTHORIZATION FOR SERVICE FORM

I am an authorized representative of the Customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the Customer. I authorize AriaFiltra Systems to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company:

Print Name	**Title/Position**
Signature	**Date**

Purchase Order No. or Reference for Billing: _____

Requested Date(s) to Schedule Service Visit(s): _____

(unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Aria Filtra.)

Remit this form & PO# to our AriaFiltra Customer Service email: AriaFiltraCS@TrojanTechnologies.com

Effective Date and Duration: This Agreement will be effective as of the date signed above, and will remain in effect:

- for 12 consecutive months (or as indicated in the annual or multi-year contract)
- or until 30 days after receipt of written notice of termination by either party.

Customer Billing Address:	**Customer Shipping Address (Spare Parts):**

Customer Comments: _____

Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION AND RETURN: The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER and which will include recovery of costs plus reasonable profit. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER. SELLER may cancel all or part of any order prior to delivery without liability if the order includes any Products that SELLER determines may not comply with export, safety, local certification, or other applicable compliance requirements. If SELLER'S offer contains a cancellation schedule, such schedule shall apply in lieu of the cancellation charges stated above.

3. DELIVERY: Delivery will be accomplished FCA SELLER's determined shipping point; or on SELLER's discretion it will ship DDP or DAP foreign port unless otherwise expressly agreed between the parties using Incoterms® 2020. At SELLER's discretion other terms under Incoterms® 2020 may be used as required. In the event of any reference to "prepay and add" the applicable Incoterms® 2020 will be DDP or DAP at SELLER's discretion, while any reference to "collect" will be deemed to be FCA under the Incoterms® 2020 regardless of reference to reference to shipping point. In the event DDP or DAP is used for a transaction SELLER reserves the right to select the carrier and shipping mode. BUYER agrees to pay SELLER for any sales tax, brokerage fees, or other costs incurred as a result of the shipping mode chosen by SELLER. For all intents and purposes the FOB/FOD Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Upon prior agreement with BUYER and for an additional charge paid by BUYER, SELLER will deliver the Products on an expedited basis. Seller may, in its sole discretion, without liability or penalty, deliver partial

shipments of Products to Buyer and ship the Products as they become available, in advance of the quoted delivery date. If the Products are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where BUYER is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining the time of payment of the purchase price. Moreover, BUYER will be responsible for storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess storage charges and a surcharge to the account of BUYER.

4. INSPECTION: BUYER will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within fourteen (14) calendar days of delivery to BUYER destination on order.

5. PRICES & ORDER SIZES: Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; tariff special financing fees; value added tax, income, or royalty taxes; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SELLER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the offer. SELLER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SELLER. Notwithstanding anything to the contrary set out herein, in the event of any delay to SELLER's delivery schedule caused by BUYER or its representatives (other than for Force Majeure or delays caused by SELLER), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then (i) the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and BUYER shall be billed by SELLER on the basis of such increased Purchase Price, or (ii) SELLER shall have the right to terminate this Contract without penalty.

6. PAYMENTS: All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly agreed to by SELLER or otherwise required by the SELLER, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until

delinquent payments are made; (c) deliver future shipments on a cash-withorder or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to SELLER, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY: Unless specifically provided otherwise in SELLER's offer, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of thirty (30) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any nonfunctioning parts that are repaired by SELLER shall become the property of SELLER. Except as included in SELLER'S offer, no warranties are extended to consumable items and for normal wear and tear. SELLER's special warranties may include additional limitations. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, repair, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question.

This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER's maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SELLER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise. Products manufactured by a third party ("Third Party Product") which are not incorporated into SELLER's Products are not covered by the warranty. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). SELLER is responsible for and will defend, indemnify and hold harmless the BUYER Indemnified Parties against all losses, claims, expenses or damages to the proportional extent caused by SELLER's breach of the Limited Warranty. BUYER is responsible for and will defend, indemnify and hold harmless SELLER Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Products or the breach of any provision of this Contract by the BUYER or any third party affiliated or in privity with BUYER.

9. PATENT PROTECTION: SELLER shall further defend and indemnify BUYER Indemnitees from and against all Claims for actual infringement of all letters patent, trademarks, copyright or corresponding rights pertaining to goods provided under the Purchase Order, solely by reason of the sale or normal use of any goods sold to BUYER hereunder as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the goods according to their applications as envisioned by SELLER's specifications. In case the goods are in such suit held to constitute infringement and the use of the goods is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such goods or replace them with non-infringing products, or modify them so they become non-infringing, or remove the goods and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the goods. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's goods when used in combination with any other devices, parts or software not provided by SELLER hereunder. Subject to all limitations of liability provided herein, SELLER will, with respect to any Products of SELLER's design or manufacture, indemnify BUYER from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. or Canadian patent (or European patent for Products that SELLER sells to BUYER for end use in a member state of the E.U. or the U.K.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to BUYER hereunder and from reasonable expenses incurred by BUYER in defense of such suit if SELLER does not undertake the defense thereof, provided that BUYER promptly notifies SELLER of such suit and offers SELLER either (i) full and exclusive control of the defense of such suit when Products of SELLER only are involved, or (ii) the right to participate in the defense of such suit when products other than those of SELLER

are also involved. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by SELLER's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the Products. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's Products when used in combination with any other devices, parts or software not provided by SELLER hereunder.

10. TRADEMARKS AND OTHER LABELS: BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND INTELLECTUAL PROPERTY: All licenses to SELLER's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.

12. PROPRIETARY INFORMATION AND PRIVACY: "Proprietary Information" means any information, technical data, or knowhow in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SELLER and will not transfer or disclose it without SELLER's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects´ informed consent. SELLER will manage BUYER's information and personal data in accordance

with its Privacy Policy, a copy of which is available to BUYER upon request. In respect of other data and information that SELLER may receive in connection with BUYER´s use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.

13. SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS: Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

14. CHANGES AND ADDITIONAL CHARGES: SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date. SELLER shall not be obligated to implement any changes or variations in the scope of work described in SELLER's scope of supply unless BUYER and SELLER agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.

15. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to backup or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.

16. LIMITATIONS ON USE: BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development,

production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the “shipto” address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

17. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER’s business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of BUYER’s activities related to this Contract. SELLER asks BUYER to “Speak Up!” if aware of any violation of law, regulation, or our Code of Conduct (“CoC”) in relation to this Contract. See https://www.veraltointegrity.com and https://www.veralto.com/integrity-compliance for a copy of the CoC and for access to our Helpline portal.

18. RELATIONSHIP OF PARTIES: BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it has been formally screened by SELLER’s compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.

19. FORCE MAJEURE: SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to

the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

20. NON-ASSIGNMENT AND WAIVER: BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. FUNDS TRANSFERS: BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.

22. LIMITATION OF LIABILITY: None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to any BUYER Indemnified Parties under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of any of BUYER's Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed the amount actually paid to SELLER for Products delivered hereunder.

23. APPLICABLE LAW AND DISPUTE RESOLUTION: All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein; provided that if SELLER is Trojan Technologies Corp., then the applicable governing laws shall be the State of New York and the applicable federal laws therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive jurisdiction of courts located in the Province of Ontario; provided that if SELLER is Trojan Technologies Corp., then the parties submit to and consent to the non-exclusive jurisdiction of courts located in the State of New York.

24. ENTIRE AGREEMENT, MODIFICATION, & SURVIVAL: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or

written. Upon thirty (30) days prior written notice, SELLER may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services. All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

TERMS AND CONDITIONS COVERING SALES OF CONFIGURED-TO-ORDER PROJECTS AND SYSTEMS

In addition to all terms and conditions above, unless otherwise addressed as part of SELLER's offer, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like, except for any Aria Filtra Products:
101. PAYMENT.

101.1 Payments will be made per the schedule of payment events set forth in SELLER's offer; provided that if the Start-Up Date (as defined below) is less than 30 days after the Delivery Date, 90% of the purchase price is due before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the BUYER's convenience or other reasons for which the BUYER or its representatives is responsible, such payment event will be deemed to have occurred and SELLER shall be entitled to invoice BUYER as if achievement of such payment event had been achieved. In such circumstances, BUYER must notify SELLER in writing of the reasons for the delay and anticipated duration of the delay. SELLER will mark the Products (or parts thereof) as the BUYER's property and BUYER shall make arrangements for a third party to store the Products at BUYER's cost.

102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed to in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours' notice of any such rescheduling.

102.3 Where any change to the Delivery Date is made at BUYER's request and upon SELLER's agreement, for all purposes with respect to the warranty and payment requirements provided by SELLER in connection with the Products, the initial Delivery Date will be deemed to be the Delivery Date regardless of any change later made to the Delivery Date.

103. ACCEPTANCE

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur of the following dates (the “Acceptance Date”): (a) that date on which the Products can function in either manual or automatic operation and provide treatment in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

104. START-UP

104.1 SELLER will request a firm date for start-up of the Equipment (the “Start-Up Date”). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two-week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two- week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours’ notice of any such change to the Start-up Date.

104.6 In the event that SELLER’S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:

(a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or

(b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected, and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.



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 _____ 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; and

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

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

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

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

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

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

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

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

7. MEDIATION; NO ARBITRATION: The Town may, at its option, require the attempted resolution of any dispute arising under the original contract or this addendum to agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Vendor shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Vendor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Vendor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties. The parties hereby further agree that, except as provided for in this addendum or by applicable law, the parties shall not be required to participate in any alternative dispute resolution process or procedure, including but not limited to arbitration and med-arb, relating to disputes that arise between the parties to the Agreement.

8. FAILURE TO PERFORM: The parties agree, in the event Vendor fails to perform any obligation, other than with regards to the date of delivery, set out in the Agreement/Contract, the Town shall be reimbursed by Vendor for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the Town would have paid to Vendor to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Vendor shall have fifteen (15) business days after receipt of written notice from the Town to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided

in the Agreement/Contract all deliveries shall be made to the Town no later than ninety (90) days from the date of the Agreement/Contract. The parties further agree that if Vendor, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing the Agreement/Contract, then the entire Agreement/Contract shall be voidable at the sole discretion of the Town. Should the Town elect to void the Agreement/Contract due to Vendor's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing the Agreement/Contract to meet the delivery deadline, then neither party shall be deemed to have breached the Agreement/Contract, and Vendor shall return all monies, within seven (7) business days, paid by the Town for the products/items that could not be delivered in the allotted time. This provision shall take propriety over any Force Majeure Clause contained within the Agreement/Contract.

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

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

11. SOFTWARE DEADLINE, TESTING AND ACCEPTANCE: If applicable to the Agreement, software provided by Vendor shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of the Agreement and this Addendum thereto, unless the Agreement states

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

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

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

14. CHANGES TO TERMS. Except as provided in Paragraph No. 13 above pertaining to Vendor's Privacy Policy, Vendor shall provide the Town written notice, sent

in care of Town Attorney's Office, Smyrna, Tennessee, 315 South Lowry Street, Tennessee 37167, of any proposed change to the Agreement at least ninety (90) days prior to being effective to the Town. The Town shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this Agreement. Vendor will refund to the Town any payment made by the Town to Vendor equal to the difference between the number of months the payment was intended for and the number of months remaining on Agreement that the fee was intended to cover.

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

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

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

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

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

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

(execution page follows)

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

Louis Mattera — Aria Filtra-Trojan Technologies Co

VENDOR OR AGENT

VENDOR OR AGENT

MAYOR OF SMYRNA, TENNESSEE

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.
Department: Administration
Date: January 29, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Starpoint Imaging Services to digitize the official records of the Town Clerk, Court Clerk, and Human Resources departments.

Fiscal Impact:
The total estimated cost for the project is $127,570.00.
This amount will be covered in the '25-'26 budget utilizing the following:
Town Clerk Portion - 320-41990-944 - $25k is budgeted. The Municode contract was $15k under budget; these savings will cover the remainder.
HR Portion - 320-41993-944 - Unbudgeted. A portion of the $60k savings from contractual services that will not be used this fiscal year will cover this expense.
Court Clerk Portion - 320-41230-944 - $170k is budgeted.

Contract Type:
Original Contract

Contract Term (if applicable):

Background:
The purpose of this proposal is to advocate for a transition from paper-based record-keeping to a digital-first system. By leveraging two specific Tennessee statutes—T.C.A. § 10-7-121 and T.C.A. § 47-10-112—our town can improve administrative efficiency, reduce physical storage costs, and enhance disaster recovery, all while remaining in full legal compliance with state transparency and audit requirements.

We no longer need to maintain physical "bound books" or overflowing filing cabinets to be legally compliant. Tennessee law provides a clear pathway for digital transition:
I. The Legal Foundation for Digital Records
Legal Validity (§ 47-10-112): This statute (the Uniform Electronic Transactions Act) establishes that electronic records have the same legal standing as originals. It explicitly states that if a law requires a record to be kept for audit, evidentiary, or "original form" purposes, a digital version satisfies that requirement perfectly.
Operational Authority (§ 10-7-121): This law gives us the explicit right to maintain public records on computer media instead of paper, provided we follow specific safety

protocols.

II. Benefits to the Town and Citizens

Disaster Resilience: Under § 10-7-121, we are required to perform daily backups and store data older than one week off-site. Unlike paper records, which can be lost forever in a fire or flood, a digital system ensures our town's history and business continuity are "disaster-proof."

Cost and Space Savings: Moving toward digital records reduces the need for climate-controlled physical storage, professional shredding services for expired documents, and the labor-intensive manual filing that consumes staff time.

Enhanced Public Access: While we must always be able to provide a paper copy upon request (as required by § 10-7-121), a digital system allows us to fulfill most public records requests instantly via email or a web portal, rather than requiring citizens to travel to Town Hall during business hours.

III. Strategic Safeguards

To implement this transition, the Town will adhere to the four pillars of T.C.A. § 10-7-121:

Transparency: All digital records remain open for public inspection.

Due Care: We will implement "due care" protocols to ensure records are preserved for their full legal retention period.

Redundancy: Daily automated backups and off-site cloud or physical storage.

Accessibility: Ensuring staff can print paper copies for any citizen who prefers them.

Summary:

The Town Clerk, Court Clerk, and HR Department have been working in tandem for about a year to identify a solution to transition from paper records to a digital record. Starpoint Imaging Services visited each department in February 2025 to conduct an in-person quote. Starpoint is recognized as a GSA Federally Approved Vendor, meaning that they have undergone a rigorous vetting process by the U.S. General Services Administration (GSA) to earn a Multiple Award Schedule (MAS) contract. This status serves as a "seal of approval" that simplifies the procurement process for government entities, including the Town of Smyrna.

By choosing a GSA-approved vendor, the Town gains several practical advantages:

Streamlined Procurement: Local governments can use the Cooperative Purchasing Program to bypass lengthy, expensive Request for Proposal (RFP) cycles. Traditional contracting can take months, whereas a GSA-based order can often be finalized in weeks.

Pre-Negotiated "Ceiling" Prices: The $0.07 per-image rate quoted is already vetted as "fair and reasonable" by federal experts. These rates are often 5–15% lower than standard commercial rates due to the federal government's massive buying power.

Reduced Risk: Because the federal government has already performed the "due diligence" on Starpoint's background and quality, the Town faces a significantly lower risk of contractor non-performance.

Attached are spreadsheets with the findings for each department's record. Starpoint Imaging Services utilizes an all-inclusive per-image rate which covers pickup, preparation, scanning, indexing, and quality control.

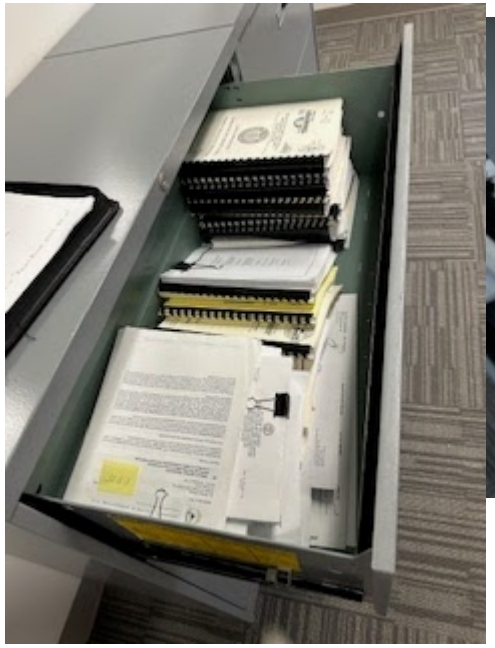
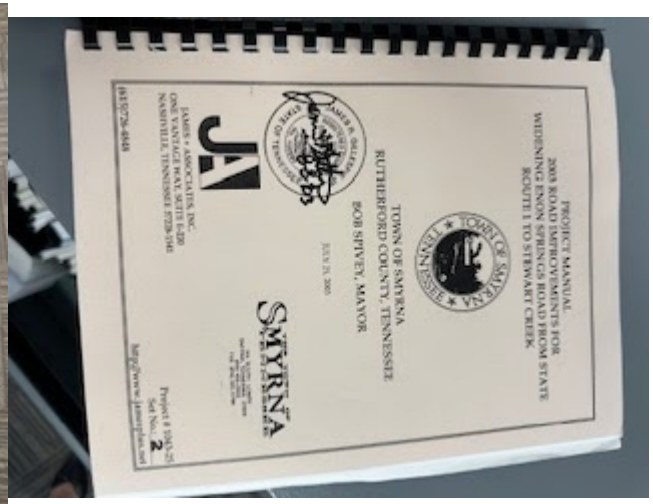
Recommended Council Action:
Approve the terms of the contract with Starpoint Imaging Services for the Town Clerk, Court Clerk and Human Resources Department's records to be digitized.

Attachments:

1. Town Clerk Spreadsheet
2. Court Clerk Spreadsheet
3. HR Spreadsheet
4. Starpoint TOS Proposal- Combined Jan. 2026
5. Starpoint TOS Contract - Signed by Vendor
6. TOS Standard Addendum Signed by Vendor
7. Starpoint GSA Contract Terms

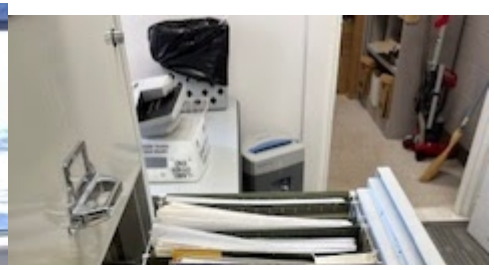
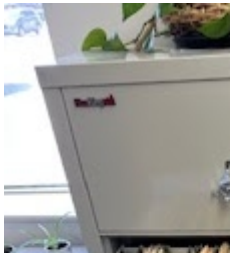
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Date	2/26/2025
Survey by:	Jason Skiljan

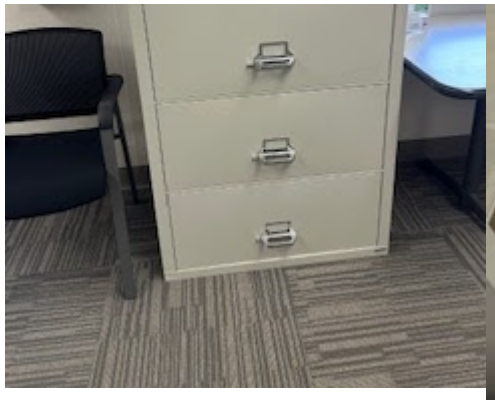
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File Cabinets	File Cabinets	Good Condition	Scan & Store	17" x 34"		100

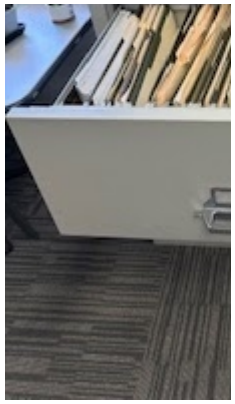




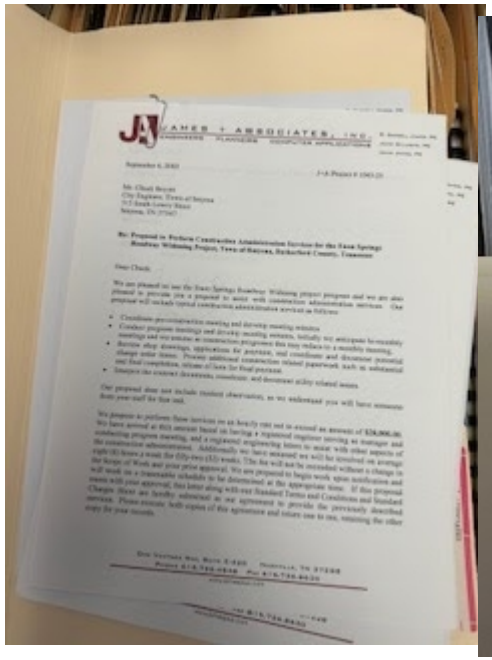
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File Cabinets	File Cabinets	Good Condition	Scan & Store	Drawers are	8 drawers	15

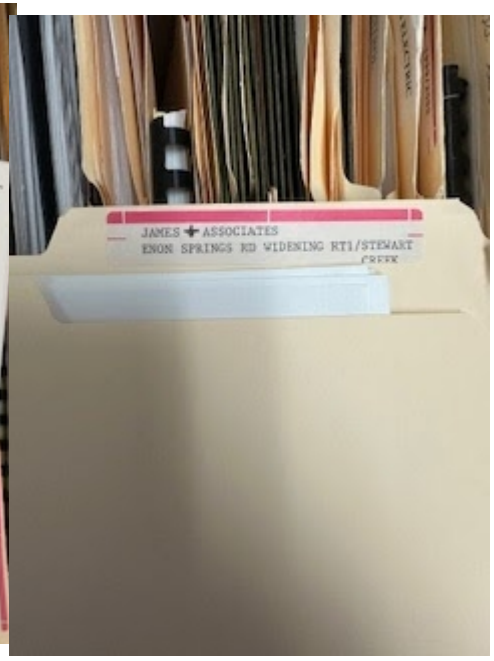


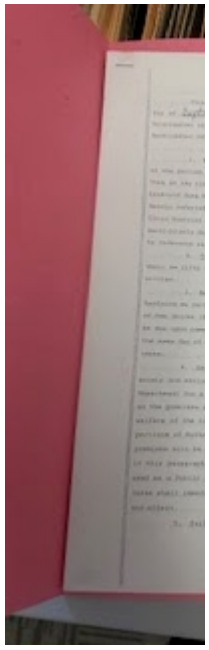





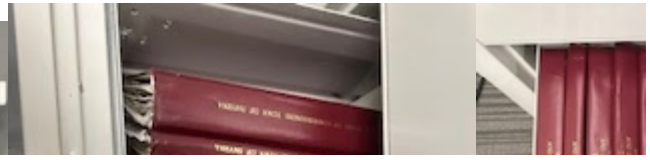






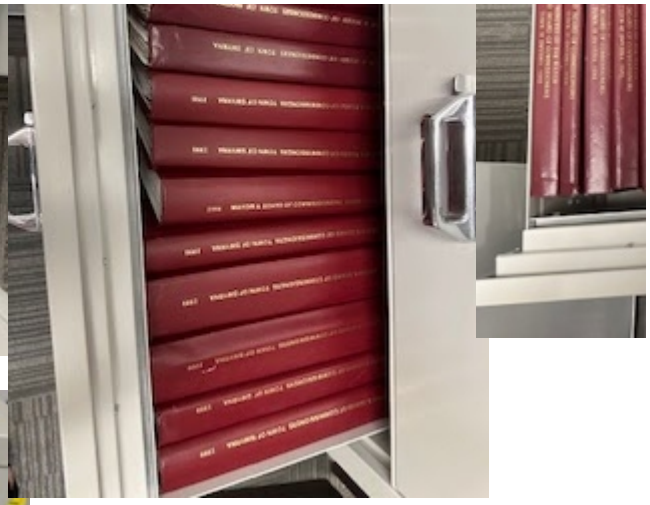
File Cabinets File Cabinets Good Condition Scan & Store Drawers are 4 drawers



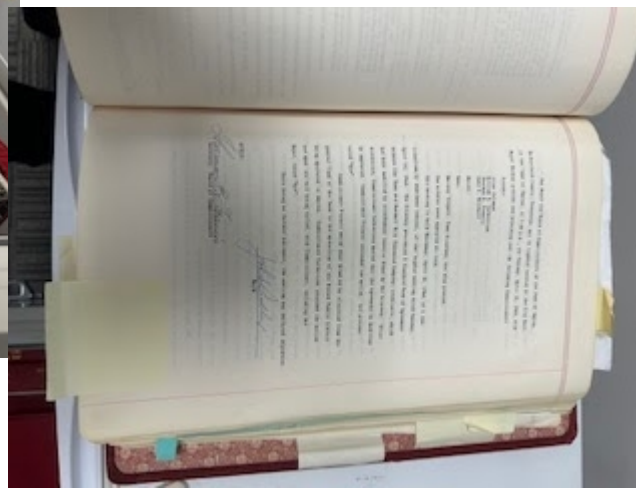














3 Ring Binders 3 Ring Binders Good Condition

Scan & Store

Est number of about 200








2015
Ordinances & Resolutions
2017
ORDINANCES & RESOLUTIONS
2018
2019
Ordinances & Resolutions






2026
SEPT




THE
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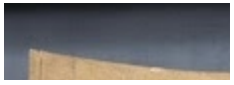


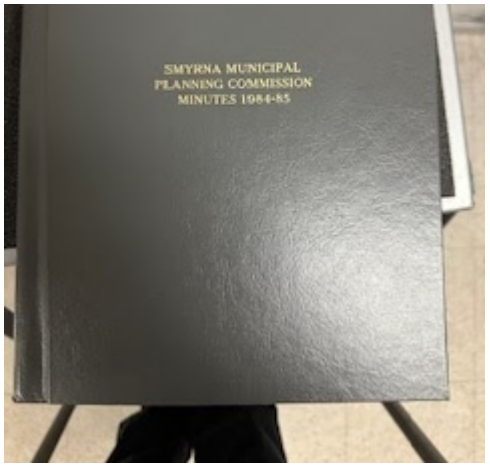

Advisory Service
CODE ADOPTING ORDINANCE

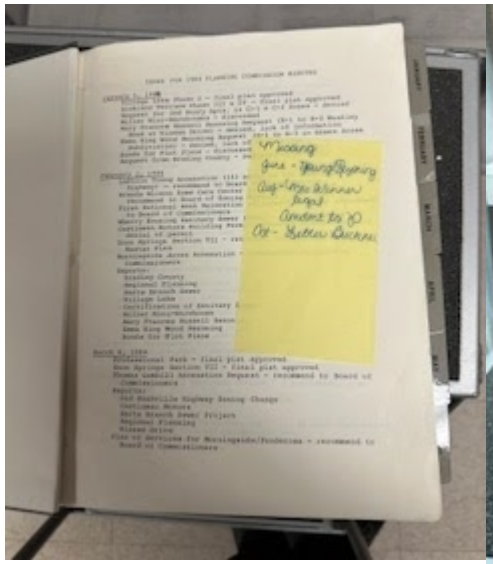
















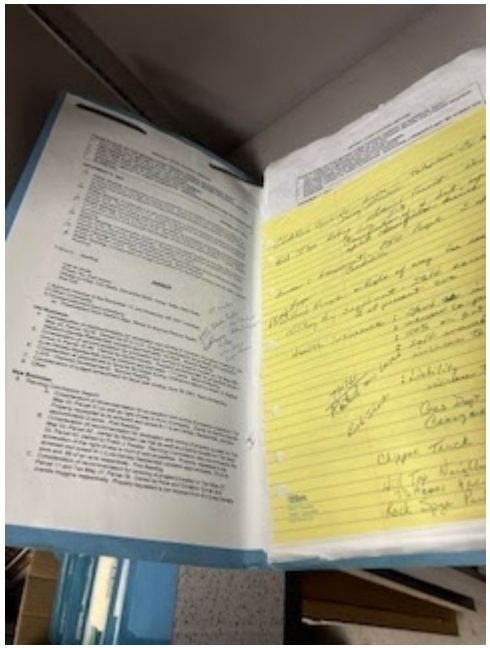
Bankers Boxes Bankers Boxes Good Condition Scan & Store 8 bankers







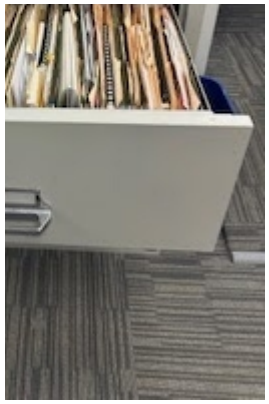


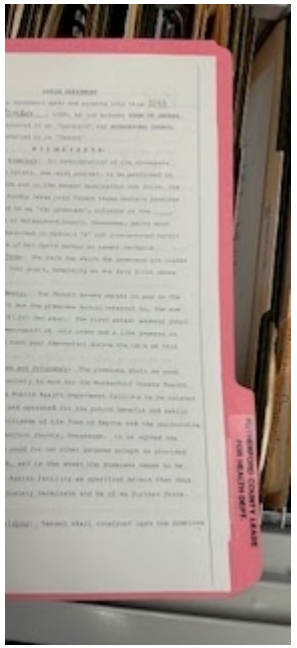


Price Per	Total	
$ 60.00	$ 6,000.00	Bindings will be cut off.

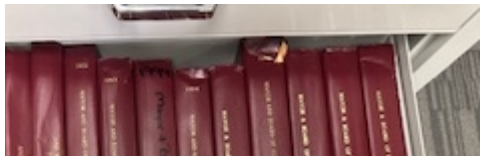
Images	Rate	Total
3500	0.07	$3,675.00



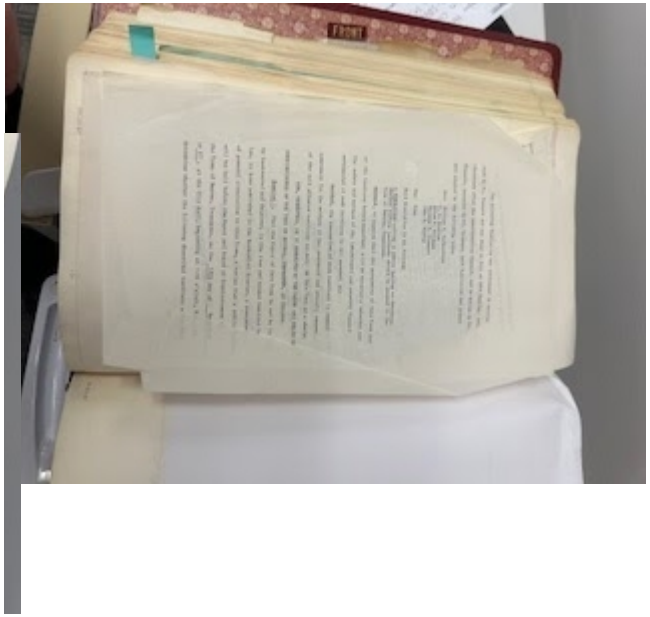




Avg number		
15	$100.00	$6,000.00







Price per

$50.00

$10,000.00

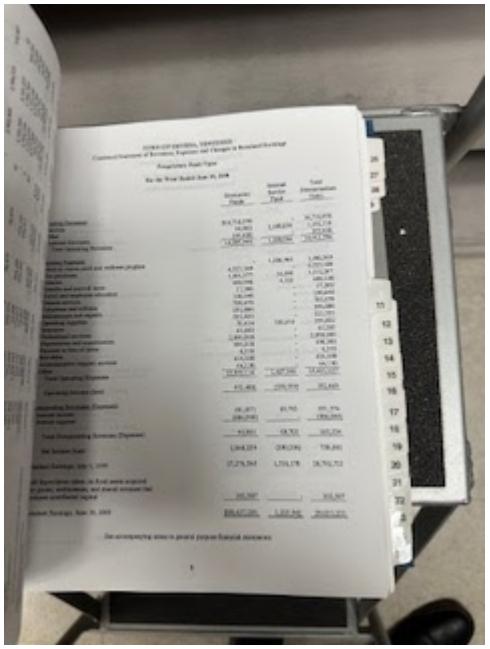


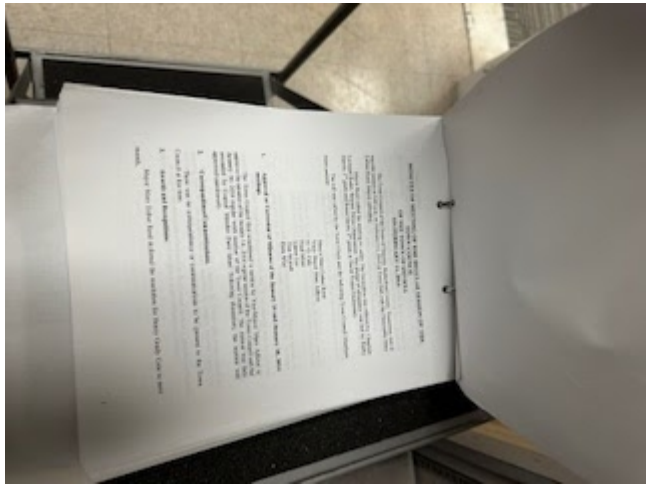





Fellowes





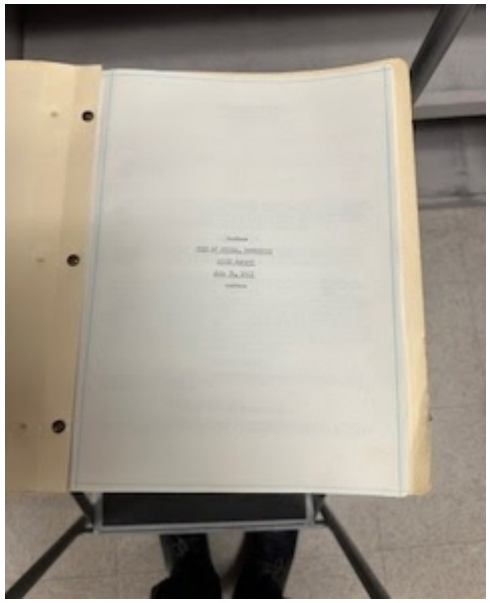


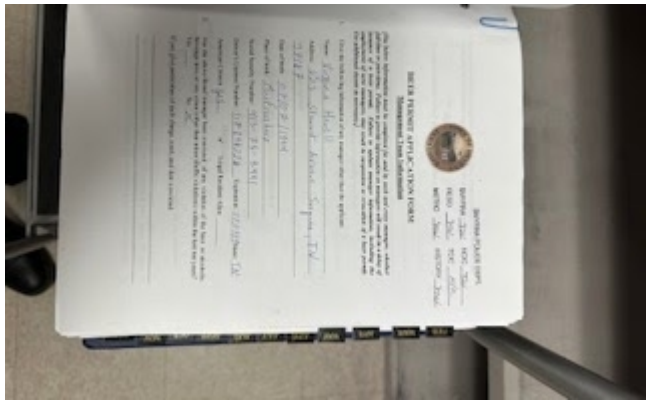




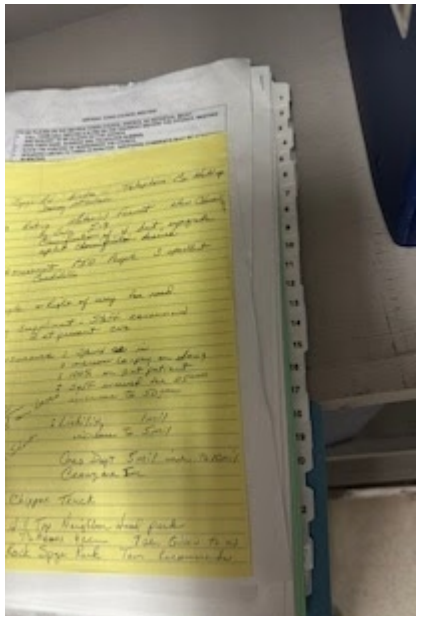


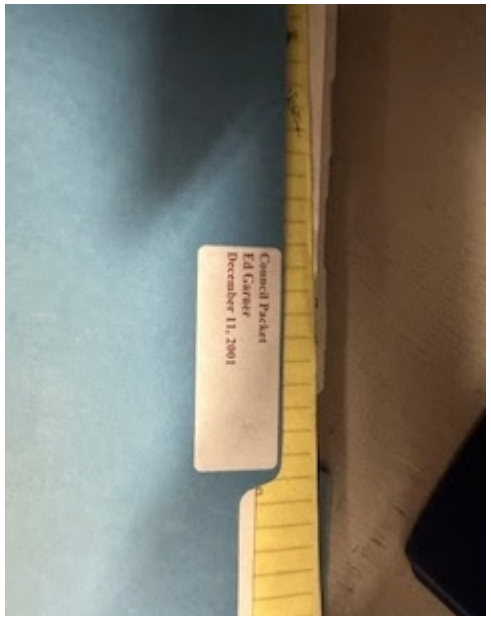






box	Rate	
3500	0.07	$1,960.00







TOTAL

$27,635.00

Client Name	Smryna, TN
Date	2/26/2025
Survey by:	Jason Skiljan

Location	**Type**	**Details**	**S**
Glue Bound	Glue Bound	Good Condition	S
3 Ring Binders	3 Ring Binders	Good Condition	S



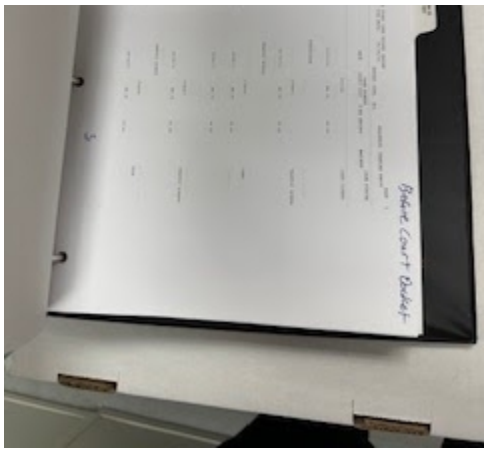










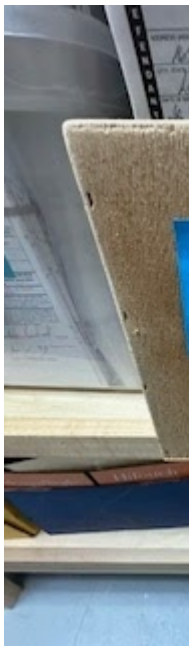




Boxes Boxes Good Condition some Scan & Store

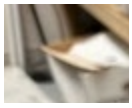


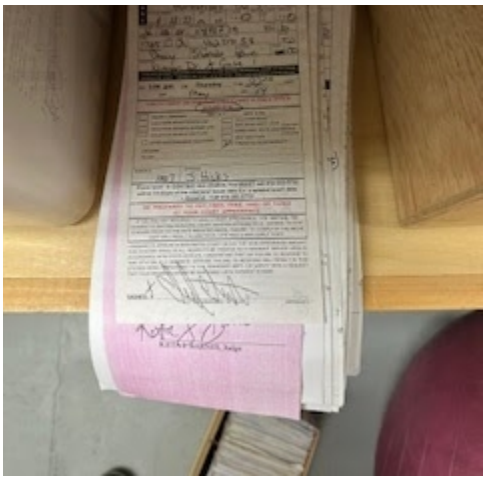




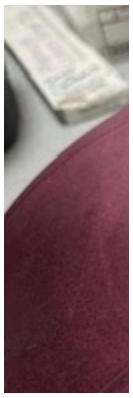












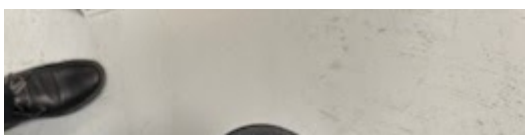
Measurement	Total	Price Per	Total
11" x 16"	approx. 100	$200.00	$20,000.00
12" x 12" , 3"	approx. 500	$80.00	$40,000.00















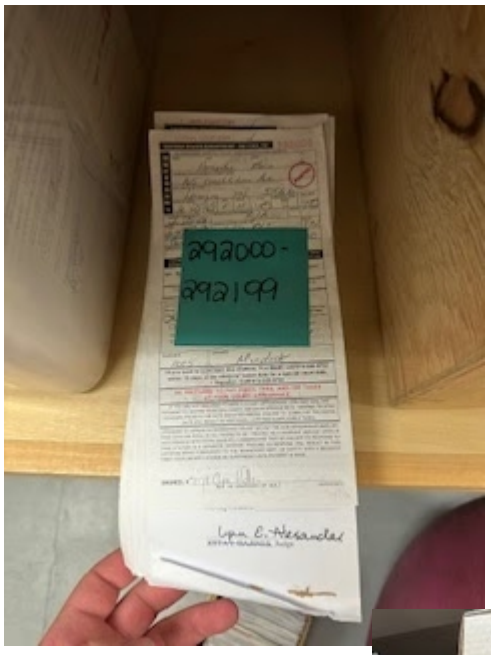




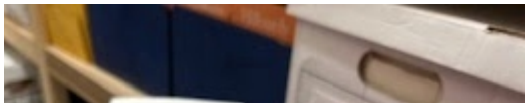


		Est 93 2 cube	Est images per	Rate	Total
Big boxes are	81	93	3500	$0.07	$22,785.00
Small Boxes	12				



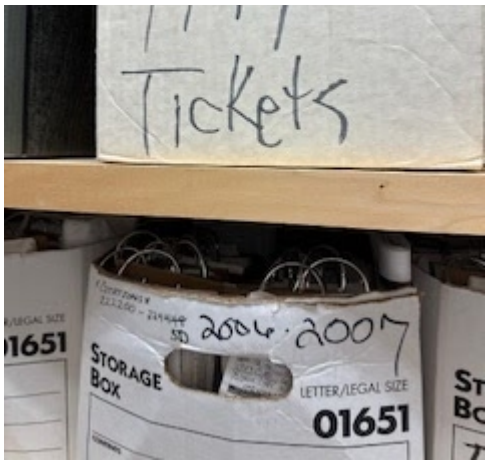






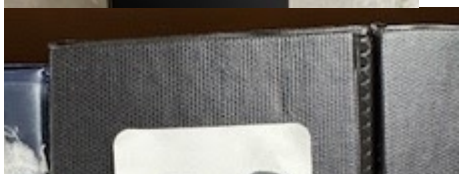


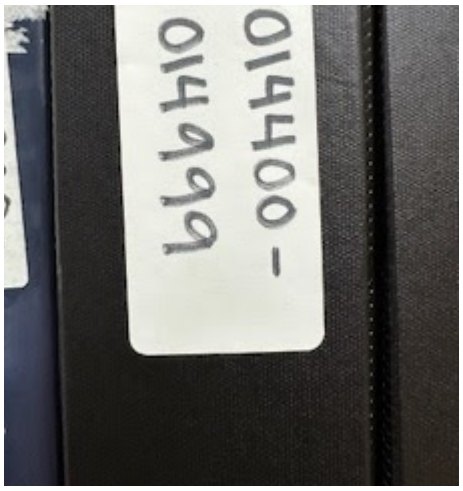

Closed


Tickets
2006-2007
STORAGE BOX
LETTER/LEGAL SIZE
01651




MARCH
2013




014400 -
669414



TOTAL

$82,785.00

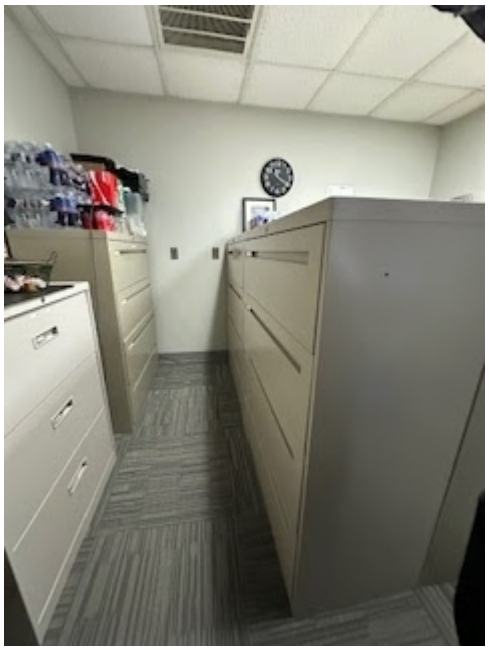
Client Name	Smryna, TN
Date	2/26/2025
Survey by:	Jason Skiljan

Location	**Type**	**Details**	**Storage or scan**
Boxes	Boxes	Good Condition	Scan & Store





File Cabinets	File Cabinets	Good Condition	Scan & Store




Measurement	Boxes	Images per	Rate	Total
	27	3500	$ 0.07	$6,615.00



Drawers are	16 completely	43	3500	$0.07	$10,535.00





TOTAL
$17,150.00

January 12th, 2026

Ms. Amber Hobbs
TN Smyrna City Clerk
315 South Lowry Street
Smyrna TN, 37167

Dear Ms.Hobbs:

Starpoint has visited the TN Smyrna City Clerk, HR, and Clerk of Court Office and surveyed a variety of document types.

Survey Observations:

HR-

- **Banker Boxes:** 27 Banker Boxes filled with 8 ½" x 11" paper. Good Condition
- **File Cabinets**:18 file cabinet drawers measuring at 16" x 40". 2 of the 18 are only about ⅔ full and the remaining 16 are full of 8 1/1" x 11" paper Good Condition..

Pricing Proposal:

- **Banker Boxes:** There are approx 27 Banker Boxes filled with 8 ½" x 11" paper. This equates to 3500 images per box at $0.07 per image totaling $6,615.00.
- **File Cabinets:** There are approx 18 File Cabinets. This equates to 43 boxes at 3500 images per box with a rate of $0.07 per image totaling $10,535.00

Total cost: $17,150.00.

Clerk of Court-

- **Boxes:** There are approx 81 Boxes measuring at 12" x 16". 12 smaller boxes measuring 6" x 15". Both filled with traffic tickets on 2 rings.
- **Glued Books:** There are approx 100 Books.
- **3 Ring Binders:** There are approx 500 3- Ring Binders.

Pricing Proposal:

- **Boxes:** There are approx 81 Boxes measuring at 12” x 16”. 12 smaller boxes measuring 6” x 15”. Both filled with traffic tickets on 2 rings. This equates to 93 Boxes with 3500 images per box at $0.07 per image totaling $22,785.00.
- **Glued Books:** There are approx 100 Books at $ 0.07 per image total $20,000.00.
- **3 Ring Binders:** There are approx 500 Binders at $0.07 per image total $40,000.00.

Total cost: $82,785.00.

City Clerk-

- **Banker Boxes:** There are approx 8 Boxes.
- **File Cabinets:** 4 Drawers measuring at 16” x 34” that are about half full each.8 Drawers measuring 18” x 26” that are full of 8 ½” x 11” paper.
- **Spiral Bound Books:** There are approx 100 Books.
- **Mechanical Bound Books:** There are approx 60 Books.
- **3 Ring Binders:** There are approx 200 Binders.

Pricing Proposal:

- **Banker Boxes:** There are approx 8 Boxes filled with 8 ½” x 11” paper. This equates to 3500 images per box at $0.07 per image totaling $1,960.00.
- **File Cabinets:** 4 Drawers measuring at 16” x 34” that are about half full each.8 Drawers measuring 18” x 26” that are full of 8 ½” x 11” paper. This equates to 15 boxes with 3500 images per box at $0.07 per image totaling $3,675.00.
- **Spiral Bound Books:** There are approx 100 Books at $0.07 per image total $6,000.00.
- **Mechanical Bound Books:** There are approx 60 Books at $0.07 per image total $6,000.00.
- **3 Ring Binders:** There are approx 200 Binders at $0.07 per image total $10,000.00.

Total cost: $27,635.00

Our per-image rate offered for each document type will be available regardless of quantities targeted for scanning and are truly all-inclusive: encompassing pick-up, intake, prep, scanning, indexing, Quality Control, data formatting and data delivery. Additionally Starpoint will include six months of physical storage of both original hard copies and digitized data at no additional charge. After 6 months you have a choice of:

1. Certified Destruction
2. Continue storage ($0.33 per 1.2 cu ft box per month) or
3. Return of documents

Scan Format:

By default Starpoint delivers the scanned images as searchable PDFs with logical naming conventions to create a virtual archive. Starpoint can create output to any format desired by the customer.

Data Delivery:

Upon completion the scanned data can be delivered to you on a data locked USB drive or other secure datalocker, or alternatively, you can choose to have Starpoint host the data online using the Starpoint ShareFile service (unlimited data storage and access for $99 per month).

Online storage gives you, and others you authorize, the ability to access your documents at all times, wherever you are in the world.

By scanning your documents Starpoint creates a digital version of your current file rooms and cabinets. After scanning you can search by any fragment of indexed information, instead of a single heading like a physical file in a cabinet. Files would also be instantly retrievable, and the cabinets could be retired.

At Starpoint, we typically quantify scanning projects by containers. Our containers are 1.2 cubic feet. They measure 15 linear inches long and hold about 13.5 linear inches of records. A typical container will generate between 3,500 and 3,750 images. For the purposes of this survey, we have assumed a more conservative estimate and approximated 3,500 images per box in the totals.

Digitized files meet all legal retention requirements and can be text-searched for instantaneous retrievals of information.

Pricing

It is important to know that Starpoint offers all-inclusive rates. These rates are truly comprehensive, covering pick-up, intake (assigning tracking barcodes to all containers to monitor physical locations and associated activities of all records at all times), transport to Starpoint, document preparation, scanning, indexing, page by page quality control, data formatting, data export, data delivery, as well as six months of hardcopy storage after scanning is complete.

Many of our competitors will offer what appears to be a lower per-image rate but this is deceiving as in most cases charges are tacked on for number of keystrokes or a per hour rate for document preparation and QC. Additional trip charges and data delivery charges, as well as document storage fees, are also quite common add-ons.

At Starpoint, pricing is simple. One rate per image. Period. No surprises, no hidden fees, no extra charges! This estimate is based per image rate, invoicing is done by the box.
All pricing included in this summary is based on an assumption of two manually keyed indexes or fewer. Additional indexes are available at an increased rate of $0.02 per image from the base rate per index. Pricing assumes bi-tonal scanning, color or grayscale requirements will increase our offer rate.

More……

All files will remain accessible at all times 24/7/365. Files that are requested will be pulled and delivered electronically via email or via Starpoint ShareFile. You will have access to your documents without interruption; no need for stress because of separation anxiety. Our turnaround time for scan on demand delivery is estimated at 30 minutes.

Starpoint issues invoices monthly based on work performed.

Starpoint is a GSA Federally Approved Vendor as well as an Allied States Cooperative Approved Vendor.

Quote Breakdown:

For all estimates included in this summary, we are very conservative in predicting image yields. In other words, the extended costs presented can be considered worst-case scenarios, and actual costs are likely to fall at or below these quotes.

Type	**Quantity**	**Details**	**Rate Per**	**Likely Cost**
HR		*stated above		$17,150.00
Clerk of Court		*stated above		$82,785.00
City Clerk		*stated above		$27,635.00
Total Project Cost Estimate				**$127,570.00**

I will be contacting you soon to discuss this proposal, if you have questions before then, please feel free to reach out to me, my contact information is below:

Bella Peadon
Phone: 978.634.9451
Email: bella@starpointusa.com

Thank you for the opportunity to be of service!

This Contract is entered into by **Starpoint Imaging Services** in response to a request for a quotation for scanning services of various records for the Town of Smyrna, TN.

April McCall, Executive Assistant, is authorized to negotiate and execute proposal and contract documents on behalf of the organization. Her email is April@starpointusa.com.

Isabella Peadon, Territory Sales Executive, is designated as the point of contact for any clarifications regarding this work. Her email is Bella@starpointusa.com.

Service Provider Information
Starpoint Imaging Services
PO Box 845
1311 N 2nd Avenue
Siler City NC 27344
Phone 919.942.6666 | Fax 919.942.1400

Client Information
Town of Smyrna
315 South Lowry Street
Smyrna , TN 37167
Phone615.267.5028

It is understood by the Service Provider that the Client may designate any portion of the records described herein for scanning services. All such services shall be billed in accordance with the unit rates set forth in this proposal and in the attached scanning notes.

This contract applies exclusively to records observed in the following departments:

HR Department totaling $17,150, **Clerk of Court totaling $82,785** and **Clerk's Office totaling $27,635**. For billing purposes, these quantities and unit rates shall control the calculation of all charges under this Agreement.

By signing below, the parties agree to the terms and pricing as set forth in this contract.

Starpoint Imaging Services	1/12/2026
Service Provider	**Date**
April M McCall	April McCall, Executive Assistant
Authorized Signature	**Name and Title**
_____	_____
Client	**Date**
_____	_____
Authorized Signature	**Name and Title**

STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the 20th day of January, 20 26 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 Starpoint Imaging Services 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 12th day of January, 20 26; and

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

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

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

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

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

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

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

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

7. MEDIATION; NO ARBITRATION: The Town may, at its option, require the attempted resolution of any dispute arising under the original contract or this addendum to agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Vendor shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Vendor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Vendor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties. The parties hereby further agree that, except as provided for in this addendum or by applicable law, the parties shall not be required to participate in any alternative dispute resolution process or procedure, including but not limited to arbitration and med-arb, relating to disputes that arise between the parties to the Agreement.

8. FAILURE TO PERFORM: The parties agree, in the event Vendor fails to perform any obligation, other than with regards to the date of delivery, set out in the Agreement/Contract, the Town shall be reimbursed by Vendor for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the Town would have paid to Vendor to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Vendor shall have

fifteen (15) business days after receipt of written notice from the Town to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided in the Agreement/Contract all deliveries shall be made to the Town no later than ninety (90) days from the date of the Agreement/Contract. The parties further agree that if Vendor, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing the Agreement/Contract, then the entire Agreement/Contract shall be voidable at the sole discretion of the Town. Should the Town elect to void the Agreement/Contract due to Vendor's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing the Agreement/Contract to meet the delivery deadline, then neither party shall be deemed to have breached the Agreement/Contract, and Vendor shall return all monies, within seven (7) business days, paid by the Town for the products/items that could not be delivered in the allotted time. This provision shall take propriety over any Force Majeure Clause contained within the Agreement/Contract.

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

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

11. SOFTWARE DEADLINE, TESTING AND ACCEPTANCE: If applicable to the Agreement, software provided by Vendor shall be installed for the purposes of

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

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

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

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

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

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

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

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

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

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

(execution page follows)

IN WITNESS WHEREOF, the parties hereto warrant and represent that the individual who has signed this addendum on behalf of such party is duly

authorized by all necessary and appropriate corporate action to sign this addendum.

VENDOR OR AGENT

VENDOR OR AGENT

MAYOR OF SMYRNA, TENNESSEE

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The website for GSA Advantage!® is: https://GSAAdvantage.gov.

Multiple Award Schedule

FSC Group: Office Management

Contract number: 47QSMS25D007W

Contract period: April 24, 2025 - April 23, 2030

Starpoint, Inc.
1311 N 2ND Ave
Siller City, NC 27344
803.446.7201
Fax 919.942.1400

https://www.starpointglobalservices.com/

Contract administration source: April McCall
803.446.7201
April@starpointusa.com

Business size: Small Business

For more information on ordering go to the following website: https://www.gsa.gov/schedules.

Pricelist current as of Modification #PA-0002 effective October 2, 2025

Prices Shown Herein are Net (discount deducted)

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	Recovery	SIN Title
518210DC	518210DCRC	Document Conversion and Digitization Services
518210ERM	518210ERMRC	Electronic Records Management Solutions
OLM	OLMRC	Order-Level Materials (OLM's)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. Not Applicable

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. See Page 4

2. Maximum order:

SINs	Maximum Order
518210DC	$1,000,000
518210ERM	$1,000,000
OLM	$250,000

3. Minimum order: $100

4. Geographic coverage (delivery area). Domestic

5. Point(s) of production (city, county, and State or foreign country). Same as company address

6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)

7. Quantity discounts. 1% for orders over $200,000.00

8. Prompt payment terms. 1% Net 20 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. (Contractor insert number of days.) To Be Determined at the Task Order level

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. Be Determined at the Task Order level

10c. Overnight and 2-day delivery. To Be Determined at the Task Order level

10d. Urgent Requirements. To Be Determined at the Task Order level

11. F.O.B. point(s). Destination

12a. Ordering address(es). Same as Company Address

12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es). Same as Company Address

14. Warranty provision. Standard Commercial Warranty Terms & Conditions

15. Export packing charges, if applicable. Not Applicable

16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

17. Terms and conditions of installation (if applicable). Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

18b. Terms and conditions for any other services (if applicable). Not Applicable

19. List of service and distribution points (if applicable). Not Applicable

20. List of participating dealers (if applicable). Not Applicable

21. Preventive maintenance (if applicable). Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at: https://www.Section508.gov/. Not Applicable

23. Unique Entity Identifier (UEI) number. M1PAKZLYQR18

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM

GSA Awarded Rates

SIN	Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
518210ERM	Digital Data Storage	$3.74	$3.73	$3.88	$4.03	$4.19
518210DC	Images Scanned	$0.07	$0.07	$0.07	$0.07	$0.07
518210DC	Maps Scanned	$1.50	$1.50	$1.56	$1.62	$1.68
518210DC	X-Rays Scanned	$2.50	$2.50	$2.60	$2.70	$2.81
518210ERM	Secure Box Storage per 1 cu ft/mo.	$0.27	$0.27	$0.28	$0.29	$0.30
518210ERM	Secure Box Storage per 1.2 cu ft/mo.	$0.33	$0.32	$0.33	$0.34	$0.35
518210ERM	Secure Box Storage per 2.4cu ft/mo.	$0.59	$0.59	$0.61	$0.63	$0.66
518210ERM	Secure Banker Check Box per box/mo.	$0.28	$0.28	$0.29	$0.30	$0.31
518210ERM	Secure Xray File Storage/month	$0.05	$0.05	$0.05	$0.05	$0.05
518210ERM	Generate New Box Input	$1.50	$1.50	$1.56	$1.62	$1.68
518210ERM	Generate New File Input	$0.75	$0.75	$0.78	$0.81	$0.84
518210ERM	Generate Xray Input	$0.75	$0.75	$0.78	$0.81	$0.84
518210ERM	Box Retrieval	$2.74	$2.73	$2.84	$2.95	$3.07
518210ERM	File/Interfile Retrieval	$2.74	$2.73	$2.84	$2.95	$3.07
518210ERM	Xray Retrieval	$2.74	$2.73	$2.84	$2.95	$3.07
518210ERM	Re-File Box	$2.74	$2.73	$2.84	$2.95	$3.07
518210ERM	Re-file File or Interfile	$2.74	$2.73	$2.84	$2.95	$3.07
518210ERM	Re-file Xray	$2.74	$2.73	$2.84	$2.95	$3.07
518210ERM	Boxes & Files Delivery & Pickup	$1.94	$1.93	$2.02	$2.10	$2.18
518210ERM	Dock Staging	$1.74	$1.74	$1.81	$1.88	$1.95
518210DC	X-Ray Digitization	$3.50	$3.49	$3.63	$3.77	$3.92
518210ERM	Tape Reel (In Racks) Monthly Storage	$0.42	$0.42	$0.44	$0.46	$0.48
518210ERM	Tape Cartridge Monthly Storage	$0.29	$0.29	$0.30	$0.31	$0.32
518210ERM	CD-ROM Monthly Storage	$0.29	$0.29	$0.30	$0.31	$0.32
518210ERM	0.75 cu. ft. turtle Monthly Storage	$3.09	$3.09	$3.21	$3.35	$3.48
518210ERM	Container: (1.2 cu.ft.) Monthly Storage	$4.14	$4.13	$4.29	$4.46	$4.64
518210ERM	Generation of New Tape/CD Input	$1.50	$1.50	$1.56	$1.62	$1.68
518210ERM	Reel/Cartridge/CD-ROM Retrieval	$1.74	$1.74	$1.81	$1.88	$1.95
518210ERM	Contain Retrieval	$1.74	$1.74	$1.81	$1.88	$1.95
518210ERM	Delivery & Pickup Reel/Cartridge/CD-ROM/Container	$1.25	$1.25	$1.30	$1.35	$1.40
518210DC	Setup fee for Document Imagining Preparation	$299.24	$298.64	$310.59	$323.01	$335.93
518210DC	Setup with Fee w/ Paper Vision	$349.12	$348.41	$362.35	$376.85	$391.92
518210DC	Setup Fee w/Image Silo	$349.12	$348.41	$362.35	$376.85	$391.92
518210DC	Document Scanning 8.5x11	$0.06	$0.06	$0.06	$0.06	$0.06
518210DC	Document Scanning 8.5x14	$0.08	$0.08	$0.08	$0.08	$0.08
518210DC	Document Scanning 11x17	$0.15	$0.15	$0.16	$0.17	$0.18
518210DC	Document Scanning 17x22	$0.70	$0.71	$0.74	$0.77	$0.80

SIN	Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
518210DC	Document Scanning 22x34	$0.95	$0.95	$0.99	$1.03	$1.07
518210DC	Document Scanning 28x40	$1.00	$1.00	$1.04	$1.08	$1.12
518210DC	Document Scanning 34x44	$1.10	$1.10	$1.14	$1.19	$1.24
518210DC	Document Preparation & Indexing Laborer II	$38.90	$38.82	$40.37	$41.98	$43.67
518210DC	Data Storage Manager	$249.37	$248.87	$258.82	$269.18	$279.95
518210DC	Laborer I, Packaging Files	$28.93	$28.87	$30.03	$31.22	$32.47

Labor Category Descriptions

Document Preparation & Indexing – Laborer II

Minimum Education: High School
Minimum Years of Experience: 1
Preparation and indexing of documents for digitization, ensuring proper organization, labeling, and easy retrieval.

Data Storage Manager

Minimum Education: Bachelor's Degree
Minimum Years of Experience: 5
Develop and implement the organization's data storage strategy to meet current and future business requirements. Evaluate and recommend storage technologies, tools, and practices to improve efficiency, scalability, and cost-effectiveness. Oversee the installation, configuration, and maintenance of storage systems, including cloud based storage systems. Monitor and optimize storage performance, capacity planning, and utilization. Ensure storage systems are secure, reliable, and compliant with organizational policies and regulatory requirements. Design and implement backup, archiving, and disaster recovery solutions to ensure data availability and business continuity. Regularly test disaster recovery plans to identify and address vulnerabilities. Provide technical support and troubleshoot storage-related issues. Maintain data integrity and security, ensuring compliance with data privacy laws and industry regulations. Create and maintain documentation for storage systems, processes, and procedures. Generate reports on storage utilization, performance, and compliance metrics for leadership.

Laborer I, Packaging Files

Minimum Education: High School
Minimum Years of Experience: 0
Preparation and indexing of documents for digitization, ensuring proper organization, labeling, and easy retrieval.

Service Contract Labor Standards: The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and / or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.
Department: Administration
Date: January 29, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with MCCi for Laserfiche Enterprise Content Management (ECM) software for the Town Clerk, Court Clerk and Human Resources departments' records.

Fiscal Impact:
$56, 587.25 total project cost comprised of:
$22,163.50 One-Time Implementation Services
$34,423.75 Recurring Annual Support/Subscription

These costs will be divided equally between the three (3) departments (Town Clerk, Town Court, HR).

Contract Type:
Original Contract

Contract Term (if applicable):
Annual recurring.

Background:
Modernizing Our Town Services
Goal: To transform the Town Hall into a "Digital Front Door" for our community, ensuring 24/7 accessibility and long-term fiscal sustainability.

The Challenge: Our current reliance on paper-based workflows and physical filing leads to potential delayed responses to residents, storage challenges, and risks regarding record compliance and disaster recovery.

The Solution: Laserfiche Enterprise Content Management (ECM). A digital ecosystem that centralizes the Town’s records, automates repetitive tasks, and provides a secure, searchable archive for all departments. The objective of this software is to transition from a paper-heavy, manual environment to a secure, digital-first infrastructure.

Summary:
Laserfiche is not just "storage"; it is an Enterprise Content Management (ECM) system that automates workflows, ensures legal compliance, and provides 24/7 public

transparency. Enterprise Content Management (ECM) isn't just a bigger filing cabinet—it's a complete approach to handling all your organization's content from the moment it's created until the day you can dispose of the record per the retention schedule. No more hunting through five different places to find what you need.

Laserfiche offers redundant cloud backups and SOC 2 Type 2 security. It is significantly more secure than paper records, which can be destroyed by a single pipe burst or fire, or stolen from an unlocked cabinet. Laserfiche Cloud stores and transmits customer data exclusively within U.S.-based data centers and networks. Laserfiche uses U.S.-based infrastructure for hosting, processing, backups, and disaster recovery, and customer data is not stored or routed through non-U.S. locations. This is one of the key differences between Laserfiche Cloud and many other SaaS platforms, and it aligns well with the requirements we typically see from local governments and public sector organizations. In addition, Laserfiche has state-of-the-art encryption and granular access controls to ensure sensitive data (HR, Legal) is only seen by authorized personnel.

This agreement was drafted in compliance with the cooperative agreement through OMNIA Partners. OMNIA Partners is the largest and most experienced cooperative purchasing organization in the United States, specifically designed to streamline procurement for the public sector. By leveraging the collective buying power of thousands of agencies, it allows state and local governments to bypass the traditional, lengthy Request for Proposal (RFP) process while remaining compliant with public bidding requirements.

Implementation typically takes 2–6 months, depending on scope and priorities. Once the contract is submitted, project kickoff will be scheduled within a couple weeks.

Recommended Council Action:
Staff recommends approval of the agreement with MCCi for Laserfiche software.

Attachments:

1. MCCi, LLC Master Services Agreement 26559 - Town of Smyrna (FINAL)
2. Addendum 1 to Master Services Agreement 26559 - Town of Smyrna - 39664 (FINAL)
3. TOS Standard Addendum Signed by MCCi

MASTER SERVICES AGREEMENT NO. 26559

This Master Services Agreement No. 26559 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of the applicable Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

Payments for recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) are non-refundable.

4. Term and Termination

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will continue for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or

(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or

(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or

(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

Notwithstanding anything to the contrary, despite expiration, non-renewal, or termination of this Agreement, unless the Parties have executed a master agreement that supersedes this Agreement, if at any time there is any active Order, or Company is providing any services to Client, the terms of this Agreement will continue to apply to the applicable Order or services.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to

a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have

access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. UNLESS PROVIDED OTHERWISE IN AN ORDER, THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION . THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN THE WARRANTY AND INDEMNIFICATION AND LIMITATION OF LIABILITY SECTIONS HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company	If to Client:
MCCi, LLC	Town of Smyrna
3717 Apalachee Parkway	315 South Lowry Street
Suite 201	Smyrna, TN 37167
Tallahassee, FL 32311	Attn: Amber Hobbs
Attn: Legal Department	Email: amber.hobbs@townofsmyrna.org
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) EULA (End User License Agreement) Provisions.
Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**). This applies, without limitation, to MCCi affiliate licensed software regardless of the means of provision. Except for a Company Affiliate providing the foregoing, Company shall not be responsible for such products except related services provided directly by Company.

(b) Use of Open-Source Code.
Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.
Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.
Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.
To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.
To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals

based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.
To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.
Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify
Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.
If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.
With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.
Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.
This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.
If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.
Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(p) Interpretation.
The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.
Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(r) Entire Agreement.
This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.
This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document

format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.
This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.
Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.
The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.
NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.
Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC	**TOWN OF SMYRNA ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	315 SOUTH LOWRY STREET SMYRNA, TN 37167

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 26559

INITIAL LASERFICHE ORDER

Pursuant to Master Services Agreement No. 26559 ("**Agreement**"):

This Order, designated as Addendum No. 1, is entered into as of _____, ("**Order Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC	**TOWN OF SMYRNA ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PRICING: LASERFICHE

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Amber Hobbs
amber.hobbs@townofsmyrna.org
Ship to: Amber Hobbs
amber.hobbs@townofsmyrna.org
cc AP Contact: amber.hobbs@townofsmyrna.org
Cloud Admin: Amber Hobbs
amber.hobbs@townofsmyrna.org

Client Name: Town of Smyrna
Quote Date: January 20, 2026
OMNIA Force ID: 4033674
Client Address: 315 South Lowry Street, Smyrna, TN 37167
Quote Number: 39664
Order Type: Net New

Product Description:	*Qty.*	*Unit Cost*	*OMNIA – NCPA 01-162*	*Annual Total*
LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC				
☑ Laserfiche Cloud Business User Subscription (25-49 Users)	25	$1,115.00	$1,081.55	$27,038.75
☑ Laserfiche Cloud Records Management Subscription	1	Included*	Included*	Included*
☑ Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*	Included*
☑ Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*	Included*
☑ Laserfiche Cloud Advanced Audit Trail Subscription	1	Included*	Included*	Included*
☑ Laserfiche Cloud Unlimited Public Portal	1	Included*	Included*	Included*
☑ Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included*	Included*	Included*
☑ Smart Fields (Up to 50,000 Extractions Per Year)	1	Included*	Included*	Included*
☑ Laserfiche Cloud SDK Subscription	1	Included*	Included*	Included*
Laserfiche Annual Recurring Subscription Subtotal				***$27,038.75***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION				
☑ MCCi Managed Support Services for Laserfiche (MMSS) *Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.*	1	$2,295.00	$2,295.00	$2,295.00
☑ MCCi Learning Management System (LMS) for Laserfiche Cloud (25-49 Users)	1	$2,840.00	$2,840.00	$2,840.00
☑ MCCi SLA for Laserfiche (25-49 Users)	1	$2,500.00	$2,250.00	$2,250.00
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal				***$7,385.00***
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				***$34,423.75***

Service Description:	*Qty.*	*Unit Cost*	*OMNIA – NCPA 01-162*	*Total*
MCCi SERVICE PACKAGES				
☑ MCCi Automated Filing Implementation Services for Scanning Delivery	1	$3,375.00	$3,206.25	$3,206.25
☑ Records Management Configuration for Laserfiche Cloud	1	$7,650.00	$7,267.50	$7,267.50
☑ Laserfiche Repository Administrator Training - Full Day (Remote)	1	$2,415.00	$2,294.25	$2,294.25
☑ Laserfiche User Training - Full Day (Remote)	1	$2,415.00	$2,294.25	$2,294.25
☑ Laserfiche User Overview Training	1	$500.00	$475.00	$475.00
☑ Implementation Management	1	$6,975.00	$6,626.25	$6,626.25
Service Packages Subtotal				***$22,163.50***

GRAND TOTAL - ONE-TIME SERVICES	***$22,163.50***

TOTAL LASERFICHE PROJECT COST	***$56,587.25***

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal. Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access.**

[remainder of page intentionally left blank]

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Post Project Kick-Off

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
Description	**MMSS**	**MPASS**	**MPASS2**
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.)[+]	■	■	■
Remote access support through web conferencing service[+]	■	■	■
Access to product update version and hotfixes (Client Download)[+]	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums[+]	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of *basic* business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured *complex* business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms[*]			■

[+] Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

***** Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2,** Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION

Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCI/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES

The assigned representative can maintain MCCi- or Client-configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested.
For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES

Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS

Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

MCCI'S LEARNING MANAGEMENT SYSTEM (LMS) FOR LASERFICHE*

MCCi LMS is a powerful resource to enhance your operations by viewing Laserfiche trainings and easily create custom videos tailored to your specific use cases. With MCCi LMS you'll be able to:

- Learn how to use the Laserfiche solution with ever-increasing content of training videos
- Develop training materials specific to your agency's workflows
- Streamline onboarding of new employees
- Improve knowledge sharing across your team

**The LMS subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support
  - Client Self-Hosted
  - Cloud Applications

* *Full SLA document is available upon request*

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SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the Pricing section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize a third-party service for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in program.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Secure unattended access requires the following:
  - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
  - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
  - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new

project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 8 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through MCCi's LMS for Laserfiche.
- Client will acquire, install, and set up TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- **Alpha Testing –** Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- **Basic Deployment Testing –** Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- **Beta Testing –** Defined as the testing performed to verify functionality and fulfillment of user requirements
- **User Acceptance Testing –** Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

RECORDS MANAGEMENT CONFIGURATION FOR LASERFICHE CLOUD

MCCi will configure Records Management in Client's repository within Laserfiche Cloud using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment

MCCi DELIVERABLES

- Create up to three (3) templates with up to seven (7) fields, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Provide training on administering and executing the processes built by the MCCi project team Creating training documentation for these processes
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions
- Installing software

ASSUMPTIONS

- Client owns Laserfiche Cloud Records Management Edition.

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING – FULL DAY

MCCi's Administrator Training is available as a full-day training split into two half-day sessions. The goal is for your organization to have a trained repository administrator. The full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- User Management & Security
- Monitoring User Activity
- Licensing
- Cloud Navigation
- Metadata Management
- Repository Architecture Overview
- General Repository Settings
- Folder Security
- Recycle Bin Settings
- Audit Trail (if purchased)
- Supplement User Security
- Troubleshooting Overview

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide two (2) training sessions for three (3) hours each
- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTION

- Attendees have either attended Laserfiche User Training or have requisite prior user experience
- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

LASERFICHE USER TRAINING – FULL DAY

MCCi's User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. Attendees will become familiar with how to import new content, how to search and retrieve existing content, and how to export. Your organization can choose whether training is conducted on the web-based or on the Windows Desktop Client. Your organization can work closely with the product trainer to identify user functions. The trainer can emphasize certain topics listed below.

- Import Options & Scanning
- Search & Retrieval
- User Options
- Metadata Usage & Reports
- User Navigation
- Export Options
- Repository Organization
- Document Modification
- OCR & Generating Text

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide two (2) training sessions for three (3) hours each
- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTION

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

LASERFICHE USER OVERVIEW TRAINING

MCCi's User Overview Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. This training is specifically designed to provide new Laserfiche Clients with the ability to better understand Laserfiche before the discovery process. Attendees will become familiar with the Laserfiche repository organization best practices, understanding templates and how to search and retrieve existing content. Training is conducted on the web-based client and your trainer can emphasize certain topics listed below.

- User Navigation
- Search & Retrieval
- Metadata
- Import Options
- Repository Organization
- Export Options
- Brief RME Review (If Applicable)

MCCI DELIVERABLES

- Provide one (1) training session for 1.5 hours (90 Min)
- Provide Laserfiche Overview Training on MCCi Environment

- Provide training for up to fifteen (15) users per session

ASSUMPTIONS

- Training will be provided remotely on a MCCi Environment
- This is intended to occur prior to discovery to assist in the effectiveness of solution design
- This is not a replacement for Laserfiche End User Training
- The client will not have hands-on access to a Laserfiche environment

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

MCCi AUTOMATED FILING IMPLEMENTATION SERVICES FOR SCANNING DELIVERY

MCCi will assist in the delivery of Laserfiche images scanned by MCCi Scanning by creating or modifying a filing workflow for the document types included in the Scanning order. The purpose of this package is to provide the Professional Services team with the means to provide a seamless delivery of the images scanned and indexed by the MCCi Scanning team. Both teams will collaborate to ensure the delivery and import of Client images into their Laserfiche system.

CLIENT DELIVERABLES

- Complete requirements gathering with MCCi Project Manager to define naming schemes and folder paths for document types included in the Scanning order.

MCCi DELIVERABLES

- Hold Client discovery meeting
- Import all Laserfiche Briefcases from MCCi Scanning into one (1) Laserfiche repository
- Create or modify one filing workflow as needed for filing the documents included in the imported Laserfiche Briefcases provided by MCCi Scanning (not to exceed five (5) document types)
- Set document type root-level security

EXCLUSIONS

MCCi is not responsible for the following:

- Implementing automated Business Process routing logic
- Creating and modifying Laserfiche templates and metadata
- Creating and modifying Records Management configurations
- Modifications and alterations of existing documents in the Laserfiche repository
- Automated security configuration
- Installing and configuring software
- Setting up and modifying users and groups for the Laserfiche repository

ASSUMPTIONS

- Laserfiche System is already installed and configured in the Client's environment.
- Users and groups are set up for the Laserfiche repository.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCi DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

THIRD PARTY PRODUCTS

MCCi does not warrant third-party products procured on behalf of Client. If there are any product warranties provided by a third-party/manufacturer, any remedy should be requested directly from third-party and MCCi has no liability associated therewith. Clients are required to comply with third-party's terms and conditions, including any end-user license agreement or acceptable use policy..

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth

above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

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LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which is made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than 4 months may not be permittable due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
  - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.

- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

Laserfiche Cloud backups are solely intended for recovering the multitenant SaaS platform from a systemwide outage event. Clients are responsible for their own data backups for incremental/snapshot purposes, if desired. On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

[remainder of page intentionally left blank]

STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the 21st day of January, 2026 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 MCCi, 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 21st day of , 2026.

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 21st day of January, 2026; 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.

E-SIGNED by Victor D'Aurio
mcci | justfoia
on 2026-01-21 22:15:35 GMT

VENDOR OR AGENT

VENDOR OR AGENT

MAYOR OF SMYRNA, TENNESSEE



Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 9.
Department: Building & Codes
Date: January 29, 2026

Subject:
Consideration of an Ordinance amending the Smyrna Municipal Code Title 12 relative to adoption of 2024 Uniform Building Codes.

Fiscal Impact:
none known

Contract Type:

Contract Term (if applicable):

Background:
T.C.A. § 68-120-101, et. seq. requires that, when adopted, the International Codes must be no more than seven years old from their most recent publication date, which include International Codes for Building, Existing Building, Mechanical, Plumbing, Residential, Energy Conservation, Property Maintenance, Swimming Pool and Spa and Fuel Gas. To satisfy this requirement, the Town of Smyrna will need to adopt the 2024 edition of the International Codes.

Summary:
Under Tennessee law, all municipalities and county governments that adopt the International Codes must keep them updated within seven years of their most recent publication. To remain compliant, all Rutherford County entities that promulgate building and related codes, i.e., Rutherford County, Murfreesboro, Lavergne, Eagleville and Smyrna, will be updating their adopted codes to the 2024 editions of the International Code Council (ICC) publications, including the International Building, Plumbing, and Electrical Codes. On January 14, 2026, staff held a meeting with the builder community to provide an overview of the changes. There were no questions from the audience related to the changes.

This Ordinance will accomplish the adoption of the 2024 ICC Codes, along with certain amendments specific to the Town of Smyrna.

Attached is a document reflecting Title 12 exactly as it will appear upon approval, as

well as a document showing the changes highlighted. Also attached are three documents summarizing the key updates to the Codes.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #26-13
2. 2024 Codes for Website - Kristi Worrell
3. Title 12 - 2026 update
4. Modifications to 2024 Code - Google Docs
5. 2024 Update Presentation (2)

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-13

AN ORDINANCE relative to the amendment of the Town of Smyrna Municipal Code, Title 12 "Building and Utility Codes", in its entirety.

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 12 "Building and Utility Codes", 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

The following International Codes with modifications have been adopted by the Town of Smyrna effective April 1, 2026:

2024 International Building Code

2024 International Residential Code with the following exceptions:

- accessory structures over 100 sq ft and fences used as a pool barrier will need to be permitted.
- Access to mechanical equipment in attics will require a permanent or pull down stair.
- Insulation and fenestration requirements are modified to the 2009 International Energy Efficiency Code tables.
- Appendix B (Board of Appeals) and appendix I (Patio Covers) is adopted

2024 International Mechanical Code with the following exceptions:

- Access to mechanical equipment in attics will require permanent or pull down stairs (scuttle holes are no longer permitted).
- 1109.2.5 exception #2 - reference to AL2 refrigerants is removed

2024 International Fuel Gas Code

2024 International Plumbing Code with the following exceptions:

- Minimum water service pipe is now 1".
- Sewer depth is 12".

2024 International Fire Code with the following exceptions:

- Appendix B is adopted

2024 International Energy Conservation Code with the following exceptions:

- Insulation and fenestration requirements are modified to the 2009 International Energy Efficiency Code tables.

2024 International Existing Building Code

2024 International Property Maintenance Code

2017 National Electrical Code *with the following exceptions:*

- Arc-Fault Circuit interrupter protection is not required in garages, laundry rooms, unfinished basements, bathrooms, outdoors or for dedicated refrigeration outlets.
- Where installed as separate units, ovens and cooktop units shall be served by individual circuits.
- Only designated circuits shall be energized following a "service release" inspection. Such an inspection shall only be valid for a period of 45 days from the date of inspection.
- Service equipment shall have only one main means of disconnecting services of 225 amps or below.
- The installation of receptacles for island counter spaces or peninsular counter spaces below the countertop shall be optional.
- Receptacles shall not be required in the wall space behind doors which may be opened fully against a wall surface. Wall space measurement shall begin at the edge of the door when fully opened.
- Grounding electrodes for a single family dwelling can be accomplished by connecting #4 copper securely attached to the rebar in the footing which is embedded in the footing or slab concrete and one (1) additional driven ground rod OR a grounding electrode conductor (ground wire) of a minimum #4 bare copper or larger shall be run unspliced in a trench no less than 20' long and 30" deep and encased in two (2) inches of concrete.

TITLE 12: - BUILDING AND UTILITY CODES

CHAPTER 1: BUILDING CODE*

§ 12-101 BUILDING CODE ADOPTED.

The International Building Code, 2024 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the building code".
(2007 Code, § 12-101) (Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018) (Ord. 26-__, passed _____)

§ 12-102 MODIFICATIONS.

(1) Section 101.1 Title. Add "Town of Smyrna, TN" in place of "[name of jurisdiction]".

(2) Section 103.1 Add “Building Safety” in place of “[name of department]”

(3) Section 104.2.4.1 Flood hazard areas. Delete this section in its entirety.

(4) Section 105.2 Work exempt from permit.

(a) Item #1. Delete 120 sq ft and replace with 100 sq ft.

(5) Section R111 Certificate of Occupancy - Amend wherever Certificate of Occupancy is mentioned to read “[Certificate of Occupancy / Certificate of Completion]”

(6) Appendix B is adopted (Board of Appeals).

(7) Appendix I is adopted (Patio Covers).

Delete this section entirely IBC (6) Section 1010.1.9.5 Bolt locks. Exceptions #3 and 4. Add "M" after "F".

(2007 Code, § 12-102) (Ord. 14-02; Ord. 18-41, passed 12-2018) (Ord. 26-__, passed _____)

§ 12-103 CODE AVAILABLE IN CLERK'S OFFICE.

At least one copy of the building code has been placed in the Town Clerk's office, and shall be kept there for the use and inspection of the public.
(2007 Code, 12-103)

§ 12-104 VIOLATION AND PENALTY.

A violation of any provision of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day an offense occurs constitutes a separate violation. (2007 Code, 12-104)

***Cross references—**Fire code, see Title 7; Gas code, see Title 19; Slum clearance, see Title 13, Chapter 2

CHAPTER 2: EXISTING BUILDING CODE

§ 12-201 EXISTING BUILDING CODE ADOPTED.

The International Existing Building Code, 2024 edition, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the existing building code". (Ordinance 14-02, passed 2-2014; Ord. 18-41, passed 12-2018) (Ord. 26-__, passed _____)

§ 12-202 MODIFICATION OF DESIGNATED OFFICIAL.

The building official or his or her designee of the town, who has duties corresponding to the duties of officials named in the International Existing Building Code, as adopted by the town, shall be responsible for the enforcement of the existing building code provisions.
(2007 Code, 12-202) (Ord. 04-46, passed 12-2004)

§ 12-203 CODE AVAILABLE IN CLERK'S OFFICE.

At least one copy of the existing building code has been placed in the Town Clerk's office, and shall be kept there for the use and inspection of the public.
(2007 Code, 12-203)

§ 12-204 VIOLATION AND PENALTY.

A violation of any provision of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day an offense occurs constitutes a separate violation.
(2007 Code, 12-204)

CHAPTER 3: EXCAVATION AND GRADING CODE

§ 12-301 GRADING AND EXCAVATION CODE ADOPTED.

The current version of the Standard Specifications for Bridge and Road Construction of the Tennessee Department of Transportation is hereby adopted and incorporated by reference as part of this municipal code.
(2007 Code, § 12-301)

§ 12-302 MODIFICATION OF DESIGNATED OFFICIAL.

The Director of Public Works or his or her designee of the town shall be responsible for the enforcement of this chapter's provisions.
(2007 Code, § 12-302)

§ 12-303 CODE AVAILABLE IN CLERK'S OFFICE.

At least one copy of the excavation and grading code has been placed in the Town Clerk's office, and shall be kept there for the use and inspection of the public.
(2007 Code, 12-303)

§ 12-304 APPLICATION FOR GRADING.

(1) *Application.* To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished for that purpose. Every such application shall:

(a) Identify and describe the work to be covered by the permit for which application is made;

(b) Describe the land on which the proposed work is to be done, by lot, block, tract, and house and street address, or similar description that will readily identify and definitely locate the proposed building or work;

(c) Be accompanied by plans and specifications as required in § 12-305 of this code;

(d) State the estimated quantities of work involved;

(e) Be signed by the permittee, or his or her authorized agent, who may be required to submit evidence to indicate such authority; and

(f) Information that shall be required includes:

(i) Temporary cover during the grading and development period;

(ii) Permanent grass and vegetative cover for the area;

(iii) Stabilization by means of mulching (non-vegetative materials);

(iv) Sodding the area subject to erosion;

(v) Use of low-growing plants, vines, shrubs, or other ground covers to stabilize sediment producing areas;

(vi) Constructing diversionary channels and terraces across the slope;

(vii) Construction of structures that will stabilize the grade in water channels;

(viii) Sediment basins constructed in such manner that failure of the structure would not result in loss of life or interruption of use or service of public utilities;

(ix) Use of grassed waterways for the safe disposal of runoff water;

(x) Staging development to avoid having large areas in an erosive condition at one time;

(xi) Utilization of existing topography in planning development to minimize erosion, such as planning roadways parallel to contours; and

(xii) Leaving critical areas in an undisturbed condition or correction of critical areas which cause erosion hazard.

(2) *Plans generally.* Plans shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that they will conform to the provisions of this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall give the location of the work and the name and address of the owner and the person by whom they were prepared.

(3) *Information on plans.* The plans shall include the following information:

(a) General vicinity of the proposed site;

(b) Property limits and accurate contours of existing ground and details of terrain and area drainage;

(c) Limiting dimensions, elevations, or finish contours to be achieved by the grading, and proposed drainage channels and related construction;

(d) Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as a part of, the proposed work together with a map showing the drainage area and the estimated run-off of the area served by any drains. Upstream drainage must be considered and explained if any adverse effect is possible. Plans for removal, recontouring, or other final disposition of sediment basins or other structural improvements or devices shall be included in the plan. If a sedimentation basin is required, it should be designed by registered engineers in accordance with property guidelines;

(e) (i) Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners which are within 15 feet of the property or which may be affected by the proposed grading operations.

(ii) Specifications shall contain information covering construction and material requirements.

(f) All elevations must be stated in mean sea level datum and this fact indicated in a note on the plan sheet;

(g) Location of areas of proposed paving;

(h) Limits of vegetative clearing;

(i) Estimates of exposed time of denuded land;

(j) Plans for vegetation re-establishment;

(k) A schedule for performance of all earthwork, earth stabilization, and reclamation activities; and

(l) A soil erosion control plan which shall include the following items:

(i) The plan should relate to the specific site conditions, and should keep land grading and land disturbance to a minimum under the circumstances.

(ii) Both surface and underground stormwater drainage systems should be integrated to accommodate the increased runoff incurred during land grading.

(iii) Existing and future protective vegetative cover should be emphasized, and grading operations and sediment control measures should be minimize land exposure to erosion.

(iv) Sediment basins for high sediment producing areas should be planned, installed, and maintained as safety devices to catch and trap excessive sediment from the development site.

(v) Use of low-growing plants, vines, shrubs, or other ground covers to stabilize sediment producing areas.

(vi) Constructing diversionary channels and terraces across the slope.

(vii) Construction of structures that will stabilize the grade in water channels.

(viii) Sediment basins constructed in such manner that failure of the structure would not result in loss of life or interruption of use or service of public utilities.

(ix) Use of grassed waterways for the safe disposal of runoff water.

(x) Staging development to avoid having large areas in an erosive condition at one time.

(xi) Utilization of existing topography in planning development to minimize erosion, such as planning roadways parallel to contours.

(xii) Leaving critical areas in an undisturbed condition or correction of critical areas which cause erosion hazard.

(xiii) Within any sinkhole, no fill shall be used without approval of the Town Engineer and the state's Department of Environment and Conservation.

(2007 Code, 12-304)

§ 12-305 PLANS AND SPECIFICATIONS.

When required, each application for a grading permit shall be accompanied by two sets of plans and specifications, and supporting data consisting of a soil engineering report and engineering geology report. The plans and specifications shall be prepared and signed by a civil engineer. (2007 Code, 12-305)

§ 12-306 ISSUANCE OF PERMIT.

(1) The application, plans, and specifications filed by an applicant for a permit shall be checked by the Director of Public Works or his or her designee. Such plans shall be reviewed by the Director of Public Works or his or her designee to check compliance with all applicable laws and ordinances. If the Director of Public Works or his or her designee is satisfied that the work described in an application for permit and the plans filed therewith conform to the requirements of this code and other pertinent laws and ordinances, and that the fees specified in this chapter have been paid, he or she may issue a permit therefor to the applicant. The Director of Public Works may, at his or her discretion, require approval by the Planning Commission prior to issuance of a grading permit.

(2) When the Director of Public Works or his or her designee issues the permit, he or she shall endorse in writing or stamp on both sets of plans and specifications "APPROVED". Such approved plans and specifications shall not be changed, modified, or altered without authorization from the Director of Public Works or his or her designee, and all work shall be done in accordance with the approved plans. (2007 Code, 12-306)

§ 12-307 ENGINEERING REVIEW FEES.

(1) The Director of Public Works or his or her designee shall also make the necessary site inspection(s) and make appropriate recommendations thereof, prior to the issuance of a cut and fill permit.

(2) The fees are established in the fee schedule, adopted with the annual budget.
(2007 Code, 12-307)

§ 12-308 VIOLATION AND PENALTY.

A violation of any provision of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day an offense occurs constitutes a separate violation.
(2007 Code, 12-308)

CHAPTER 4: MECHANICAL CODE

§ 12-401 MECHANICAL CODE ADOPTED.

The International Mechanical Code, 2024 edition, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the mechanical code". (Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018) (Ord. 26-__, passed _____)

§ 12-402 MODIFICATION OF DESIGNATED OFFICIALS.

The building official or his or her designee of the town, who has duties corresponding to the duties of officials named in the International Mechanical Code, as adopted by the town, shall be responsible for the enforcement of the mechanical code provisions.
(2007 Code, 12-402) (Ord. 04-46, passed 12-2004)

12-403 CODE AVAILABLE IN CLERK'S OFFICE.

At least one copy of the mechanical code has been placed in the Town Clerk's office, and shall be kept there for the use and inspection of the public.
(2007 Code, 12-403)

§ 12-404 VIOLATION AND PENALTY.

A violation of any provision of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day an offense occurs constitutes a separate violation.
(2007 Code, 12-404)

§ 12-405 MODIFICATIONS. Whenever mechanical equipment or appliances are located in an attic or any other readily accessible area, access such as pull-down stairs or permanent stairs shall be installed to ensure access for periodic inspection, maintenance, service, or repair. The access shall be no less than that area required for the removal of the largest appliance and shall be in a hallway or other readily accessible location. A 30-inch minimum unobstructed headroom in the attic space shall be provided at some point above the access opening.

Whenever mechanical equipment or appliances are located on roofs or other elevated structures (including above rooms), permanent stairs shall be provided for access.

Exception: A portable ladder may be used for exterior roof access points not exceeding 16 feet above grade unless the building official determines that the unique shape of the roof does not allow safe access with a portable ladder.

The permanent stair shall, at a minimum, meet the following:

1. The stair shall be installed at an angle of not more than 60 degrees measured from the horizontal plane;

2. The stair shall have flat treads at least 6 inches deep and a clear width of at least 18 inches with equally spaced risers at least 10.5 inches high and not exceeding 14 inches;

3. The stair shall be installed with continuous handrails on both sides of the stair;

4. Interior stairs shall terminate at a level surface of at least 8 sq. ft. with a minimum dimension of 20 inches and with no less than 30" headroom

5. Exterior stairs shall terminate at the roof access point or at a level landing of at least 8 square feet with a minimum dimension of 20 inches. The landing shall have a guard installed.

6. Any change of elevation more than 30" shall have a guard installed.

Where a change in roof elevation greater than 30 inches but not exceeding 16 feet exists, a permanent ladder shall be provided. The ladder may be vertical. The ladder shall, at a minimum, meet the following:

1. Width shall be at least 16 inches.

2. Rung spacing shall be a maximum of 14 inches.

3. Toe space shall be at least 6 inches.

4. Side railings shall extend at least 30 inches above the roof or parapet wall.

(Ord. 24-34, passed 11-2024)

(1) Section 101.1 Title. Insert "Town of Smyrna, TN" in place of "[Name of Jurisdiction]".

(2) Section 103.1 Title. Insert "Town of Smyrna, TN" in place of "[Name of Jurisdiction]".

Section 1109.2.5 Exception 2 shall be modified as follows: Piping in a direct refrigeration where the refrigerant quantity does not exceed the limits of Table 1103.1 for the smallest occupied space through which the piping passes.
(Ord. 26-__, passed _____)

CHAPTER 5: PLUMBING CODE

§ 12-501 PLUMBING CODE ADOPTED.

The International Plumbing Code, 2024 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the plumbing code".
(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018) (Ord. 26-__, passed _____)

§ 12-502 MODIFICATIONS.

(1) Section 101.1 Title. Insert "Town of Smyrna, TN" in place of "[Name of Jurisdiction]".

Delete this section (2) Section 106.6.3 Fee refunds. Insert "100%" in lieu of "A[Specify percentage]" in subsection 2 and subsection 3.

(3) Section 305.4.1 Sewer depth. Insert "12" in lieu of "[NUMBER]" in both locations.

(4) Section 603.1 Size of water service pipe. Insert “1 inch in lieu of ¾”

(5) Section 903.1.1 Roof extension. Insert "8 inches" in lieu of "[NUMBER]".
(Ord. 14-02, passed 2-2014) (Ord. 26-__, passed _____)

§ 12-503 CODE AVAILABLE IN CLERK'S OFFICE.

At least one copy of the plumbing code has been placed in the Town Clerk's office, and shall be kept there for the use and inspection of the public.
(2007 Code, § 12-503)

§ 12-504 VIOLATION AND PENALTY.

A violation of any provision of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day an offense occurs constitutes a separate violation.
(2007 Code, 12-504)

CHAPTER 6: RESIDENTIAL CODE

§ 12-601 RESIDENTIAL CODE ADOPTED.

The International Residential Code, 2024 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the residential code".
(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018) (Ord. 26-__, passed _____)

§ 12-602 MODIFICATIONS.

(1) Section R101.1 Title. Add "Town of Smyrna, TN" in place of "[name of jurisdiction]".

(2) Section R103.1 Add “Building Safety” in place of “[name of department]”

(3) Section R104.2.3.1 Flood hazard areas. Delete this section in its entirety.

(4) Section R105.2 Work exempt from permit.

(a) Item #1. Delete 200 sq ft and replace with 100 sq ft.
(b) Item #2 add at end of sentence add “Any fence used as a pool barrier will require a permit.”
(c) Item #10 Delete 200 sq ft and replace with 100 sq ft.
(d) Add item #11. "Roof covering replacement where the repairs do not involve replacement of the roof deck and/or structural framing."

(5) Section R106.2.6. Design flood elevations. Delete this section in its entirety.

(6) Section R110 Certificate of Occupancy - Amend wherever Certificate of Occupancy is mentioned to read “[Certificate of Occupancy / Certificate of Completion]”

(7) Section R202 Definitions. Add "Sleeping Room: A room that contains an opaque privacy door, and a closet."

(8) "Table R301.2 Climatic and Graphic Design Criteria". Amend as follows:

Ground Snow Load 13 lb.
Wind Speed 90 sustained or 3 second wind gusts up to 115
Topographic Effects No
Special Wind Region No
Windborne debris zone No
Seismic Design B
Weathering Severe
Frost Line 12"
Termite Moderate
Winter Design Temp 14° delete this line
Ice Barrier No
Air Freezing Index 1500 or less
Flood Hazards In accordance with adopted
Mean Avg. Temp. (F) 60.8
Elevation 545
Latitude 36

(9) Table R302.1 (1) Change Minimum Fire Resistance Rating for Walls (at 0 feet) from "1 hour” to "2 hour." Eliminate footnote “b” entirely.

(10) Section R302.5.1 Opening protection. From the second sentence, delete everything after "... 20 minute fire-rated doors."

(11) Add new Section R318.1.1: Section R318.1.1 Access from sleeping rooms. "Sleeping Rooms shall not constitute the only means of access to other sleeping rooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces."

(12) Section R309 Automatic fire sprinkler systems. Delete this section in its entirety.

(13) Section R306.2 Flood resistance construction. Delete this section in its entirety.

(14) Section N1102.5.1.2 (R402.5.l.2) Testing is replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2 Visual Inspection from 2009 IRC.

(15) Section N1103.3.7(R403.3.7) Duct Testing (Mandatory) and Section N1103.3.8 (R403.3.8) Duct

Leakage (Prescriptive) are optional.

(16) Table N1102.1.2(R402.1.2) Equivalent U-Factors from 2024 IRC are replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table Nl102.1.2 Equivalent U-Factor from 2009 IRC.

(17) Section N1102.1.6 (R402.1.6) Rooms Containing Fuel-Burning Appliances is deleted in its entirety.

(18) Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote "1": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .65 or lower is used, a Glazed Fenestration SHGC of .30 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used."

(19) Section M1305.1.2 shall be modified by adding the following at the end of the first paragraph: Whenever mechanical equipment or appliances are located in an attic or any other readily accessible area, access such as pull downstairs or permanent stairs shall be installed to ensure access for periodic inspection, maintenance, service, or repair. The access shall be no less than that area required for the removal of the largest appliance and shall be in a hallway or other readily accessible location. A 30-inch minimum unobstructed headroom in the attic space shall be provided at some point above the access opening.

(20) Section P2603.5.1 Sewer depth. Delete "[NUMBER]" in both places and replace with "12".

(21) Section P2902.5.3 Lawn irrigation systems. In the first sentence delete the words "an atmospheric-type vacuum breaker, a pressure type vacuum breaker or".

(22) Appendix AA is adopted (Board of Appeals).

(23) Appendix BF: Patio Covers is adopted.

(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018; Ord. 23-27, passed 7-2023; Ord. 24-4, passed 2-2024) (Ord. 26-__, passed _____)

§ 12-603 AVAILABLE IN CLERK'S OFFICE.

Pursuant to the requirements of T.C.A. § 6-54-502, one copy of the residential code has been placed on file in the Town Clerk's office and shall be kept there for the use and inspection of the public.
(2007 Code, 12-603; Ord. 23-27, passed 7-2023)

§ 12-604 VIOLATIONS.

It shall be unlawful for any person to violate or fail to comply with any provision of the residential code as herein adopted by reference and modified.
(2007 Code, 12-604; Ord. 23-27, passed 7-2023)

CHAPTER 7: ENERGY CONSERVATION CODE*

§ 12-701 INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED.

The International Energy Conservation Code, 2024 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the energy conservation code".
(Ord. 14-03, passed 2-2014; Ord. 18-41, passed 12-2018) (Ord. 26-__, passed _____)

§ 12-702 MODIFICATIONS.

(1) Chapter 1: Administration: Section 101.1 Title. Insert "Town of Smyrna, TN" in place of "[Name of Jurisdiction]".

(2) Section R402.5.1.2 Testing is deleted and replaced with Section 402.4.2.1 Testing Option and Section 402.4.2.2 Visual Inspection Option from 2009 IECC.

(3) Section R403.3.7 Duct Testing Mandatory and Section R403.3.8 Duct Leakage (Prescriptive) are optional.

(4) Table 402.1.3 Insulation and Fenestration Requirements by Component and Table R402.1.

Equivalent U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration Requirements by Component and Table 402.1.3 Equivalent U-Factors 2009 IECC.
(Ord. 14-03, passed 2-2014; Ord. 24-4, passed 2-2024) (Ord. 26-__, passed _____)

§ 12-703 AVAILABLE IN CLERK'S OFFICE.

Pursuant to the requirements of the T.C.A. § 6-54-502, one copy of the energy code has been placed on file in the Clerk's office and shall be kept there for the use and inspection of the public. (2007 Code, 12-703)

§ 12-704 VIOLATIONS AND PENALTY.

It shall be a civil offense for any person to violate or fail to comply with any provision of the energy code as herein adopted by reference and modified. The violation of any section of this chapter shall be punishable by a penalty that does not exceed state authorized maximum limits. Each day a violation is allowed to continue shall constitute a separate offense.
(2007 Code, 12-704)

***Cross references—**Fire protection, fireworks, and explosives, see Title 7; Planning and zoning, see Title 14; Streets and other public ways and places, see Title 16; Utilities and services, see Titles 18 and 19

State law reference—T.C.A. § 68-19-106 requires Tennessee cities either to adopt the Model Energy Code, 2018 edition, or to adopt local standards equal to or stricter than the standards in the energy code.

CHAPTER 8: PROPERTY MAINTENANCE CODE

§ 12-801 PROPERTY MAINTENANCE CODE ADOPTED.

The International Property Maintenance Code, 2024 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the property maintenance code".
(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018)

§ 12-802 MODIFICATIONS.

(1) Section 101.1 Title. Insert "Town of Smyrna, TN" in place of "[Name of Jurisdiction]".

(2) Section 102.3 Application of other codes. Delete the last sentence in its entirety.

(3) Section 106 Means of appeal. Where the term "Board of Appeals" appears it shall be substituted with "Construction Board of Adjustments and Appeals".

(4) Section 302.1 Sanitation. Add the following sentence to the end of the paragraph: "Furniture intended for indoor use shall not be stored or used outdoors."

(5) Section 302.4 Weeds. Delete this section in its entirety. Title 13-103 and/or 13-104 of the Smyrna Municipal Code shall be used to regulate the height of weeds and grass.

(6) Section 304.14 Insect screens. Amend this section by inserting the words "April 1 to October 1 in lieu of "[Date] to [Date]".

(7) Section 602.3 Heat supply. Amend this section by inserting "October 1" and "April 30" in lieu of "[Date]" to "[Date]".

(8) Section 602.4 Occupiable work spaces. Amend this section by inserting "October 1" and "April 30" in lieu of "[Date]" to "[Date]".
(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018) (Ord. 26-__, passed _____)

§ 12-803 CODE AVAILABLE IN CLERK'S OFFICE.

At least one copy of the property maintenance code has been placed in the Town Clerk's office, and shall be kept there for the use and inspection of the public.
(2007 Code, 12-803)

§ 12-804 VIOLATION AND PENALTY.

A violation of any provision of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day an offense occurs constitutes a separate violation.
(2007 Code, 12-804)

CHAPTER 9: CODES ENFORCEMENT AND INSPECTION DIVISION

§ 12-901 DIVISION ESTABLISHED.

There is hereby established a division of the town designated as codes enforcement and inspection division, which division shall be under the supervision, direction, and administration of the planning manager.

(2007 Code, 12-901) (Ord. 02-27, passed 8-2002)

§ 12-902 BUILDING OFFICIAL; APPOINTED.

The planning manager shall appoint the building official of the town, who shall serve as the head of the codes enforcement and inspection division and who shall report directly to the planning manager.
(2007 Code, 12-902) (Ord. 02-27, passed 8-2002)

§ 12-903 RESPONSIBILITIES.

(1) The codes enforcement and inspection division shall be responsible for supervision, administration, and enforcement of all building codes, plumbing codes, gas codes, housing codes, and health codes of the town.

(2) The codes enforcement and inspection division shall be responsible for observing, inspecting, and ensuring the accurate and proper installation of any and all public improvements which the Planning Commission has ordered or permitted developers to install under existing codes of the town. The codes enforcement and inspection division shall also be responsible for zoning enforcement, for the issuance and approval of all building and occupancy permits, and for reviewing all building plans under the supervision and administration of the planning manager.
(2007 Code, 12-903) (Ord. 02-27, passed 8-2002)

§ 12-904 RIGHT OF ENTRY.

The codes enforcement inspection division is authorized to enter premises or structures at reasonable times to inspect and enforce applicable codes subject to constitutional restrictions or unreasonable searches and seizures. If entry is refused or not obtained, the codes official or his or her designee is authorized to seek an administrative inspection warrant as permitted in 12-803.
(2007 Code, 12-904)

CHAPTER 10: CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

§ 12-1001 CREATION.

There is hereby established the Construction Board of Adjustments and Appeals for the town. (2007 Code, 12-1001)

§ 12-1002 MEMBERSHIP.

(1) Due to safety concerns and the necessity of a level of technical expertise, the Board shall consist of five members, all of whom shall be recommended jointly by the Town Manager, building official, and Town Planner. The Town Council will review the applicants set forth by the listed staff and consequently appoint the members by a majority vote. Preference shall be given to applicants who reside within the town limits of Smyrna, however; if there is not a desired number of applicants within the town, the Town Council may appoint applicants with technical experience from within the borders of Rutherford County.

(2) The members should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, a fire service industry representative, or building industry representatives. A Board member shall not act in a case in which he or she has a personal or financial interest.

(2007 Code, § 12-1002)

Editor's note—This section was modified in the 2017 update.

§ 12-1003 TERMS AND REMOVAL OF MEMBERS.

The members shall be appointed for three-year terms, except that on the initial appointment, two shall be appointed for one year, two for two years, and one for three years, so as to ensure no more than one-third of the Board is appointed or replaced in any 12-month period. Members of the Board may be removed by the Town Council for neglect of duty, conflict of interest, malfeasance in office, violation of ethics ordinance, or other just cause, or for unexcused absence from more than three consecutive meetings or more than five non-consecutive meetings during the member's term of appointment. It is the duty of the town staff representative to advise the Town Manager when removal is recommended or necessary based on the provisions herein. The decision of the Town Council will be final with no appeal. Board members who are unable to attend regular meetings are expected to tender their resignation. A vacancy on said Board shall be filled by the Town Council for the unexpired term of such vacancy. The members of said Board shall serve without compensation.

(2007 Code, § 12-1003)

Editor's note—This section was modified in the 2017 update.

§ 12-1004 ELECTION OF OFFICERS.

As soon as practical after their appointment, the members of the Board shall meet and organize by electing a chairperson and a vice-chairperson. Thereafter, officers of the Board shall be elected by the members at the March meeting of the Board. The building official shall act as secretary of the Board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decisions, the vote of each member, the absence of a member, and any failure of a member to vote. The building official shall handle such additional duties as the Board may deem proper. All minutes of the meetings of the Board shall be public records.

(2007 Code, 12-1004)

§ 12-1005 PURPOSE.

The Board shall have the power to hear appeals of decisions and interpretations of the building official, housing official, and fire official (hereinafter collectively referred to as "official"), and consider variances of the technical codes.

(2007 Code, 12-1005)

§ 12-1006 QUORUM, MEETINGS, AND BYLAWS.

A simple majority of the Board shall constitute a quorum. In varying any provision of the codes as adopted by the Town Council, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the appropriate official, not less than four affirmative votes, but not less than a majority of the Board, shall be required. In the event that regular members are unable to attend a meeting, the alternate members shall vote.

(2007 Code, 12-1006)

§ 12-1007 APPEALS TO BOARD.

The owner of a building, structure, or service system, or his or her duly authorized agent, may appeal a decision of the appropriate official to the Board whenever any one of the following conditions are

claimed to exist:

(1) The appropriate official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure, or service system;

(2) The provisions of the codes, all as amended from time to time, do not apply to this specific case;

(3) That an equally good or more desirable form of installation can be employed in any specific case;

(4) The true intent and meaning of this code or any of the regulations thereunder have been misconstrued or incorrectly interpreted; or

(5) To permit, in appropriate cases where the application of the requirement of the codes adopted by Town Council in the allowance of the stated time for the performance of any action required hereunder would appear to cause undue hardship on an owner, one or more extensions of time, not to exceed 120 days each, from the date of such decision of the Board. Applications for additional extensions of time shall be heard by the Board. Such requests for additional extensions of time shall be filed with the housing office not less than 30 days prior to the expiration of the current extension. (2007 Code, 12-1007)

§ 12-1008 POWERS.

The Board, when so appealed to and after a hearing, may vary the application of any provisions of the codes to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of the codes, the technical codes, or public interest; or when, in its opinion, the interpretation of the appropriate official shall be modified or reversed and also finds all of the following:

(1) That special conditions and circumstances exist which are peculiar to the building, structure, or service system involved and which are not applicable to others;

(2) That the special conditions and circumstances do not result from the action or inaction of the applicant;

(3) That granting the variance requested will not confer on the applicant any special privilege that is denied by the codes to other buildings, structures, or service system;

(4) That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system; and

(5) That the grant of the variance will be in harmony with the general intent and purpose of the codes and will not be detrimental to the public health, safety, and general welfare.

(2007 Code, 12-1008)

§ 12-1009 ENFORCEMENT OF DECISIONS.

In granting the variance, the Board shall prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the Board may prescribe appropriate conditions and safeguards in conformity with the codes. Violation of the conditions of a variance shall be deemed a violation of the codes.

(2007 Code, 12-1009)

§ 12-1010 NOTICE OF APPEAL TO BOARD.

Notice to appeal shall be in writing to the building official and filed within 30 calendar days after the decision is rendered by the building official. Appeals shall be in a form acceptable to the appropriate official and shall be accompanied by the necessary fees as set in the fee schedule adopted in accordance with the budget ordinance.
(2007 Code, 12-1010)

§ 12-1011 TIME FOR HEARING.

In the case of a building, structure, or service system which, in the opinion of the building official or fire official, as appropriate, is unsafe, unsanitary, or dangerous, the building official or fire official, as applicable, may, in his or her order, limit the time for such appeals to a shorter period.
(2007 Code, 12-1011)

§ 12-1012 RULES OF PROCEDURE.

The Board shall establish its own rules of procedure for accomplishment of its duties and functions, provided that such rules shall not be in conflict with the provisions of the codes and the laws of the state. The Board shall meet at regular intervals on call of the chairperson, but in any event, the Board shall meet within 30 calendar days after notice of appeal has been received. No less than ten days prior to hearing of the Board, notice of the place, time, and date of such meetings shall be given all the members of the Board and all interested parties in each case to be heard by the Board.
(2007 Code, 12-1012)

§ 12-1013 TIMELINESS OF DECISIONS.

The Board shall, in every case, reach a decision no later than 60 days from the date of the hearing. Each decision of the Board shall also include the reasons for the decision and shall specify in what manner such variance or modification is made and the conditions upon which such decision is made. If a decision of the Board reverses or modifies a refusal, order, or disallowance of the appropriate official, or varies the application of any provision of the codes, the appropriate official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building official, housing official, or fire official, as appropriate, and shall be open to public inspection. A certified copy of the decision shall be sent by certified mail, return receipt requested, to the appellant and a copy shall be kept publicly posted in the office of the appropriate official for two weeks after filing. Every decision of the Board shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity.
(2007 Code, 12-1013)

§ 12-1014 PREVIOUS APPEALS OF SAME ISSUE.

An appeal involving any codes adopted by the Town Council should not be considered where an appeal case has been previously decided involving the same premises.
(2007 Code, 12-1014)

§ 12-1015 APPLICABILITY.

The provisions of this chapter shall replace and supersede provisions in the adopted

codes related to the Boards of Appeals.
(2007 Code, 012-1015)

CHAPTER 11: ELECTRIC CODE

§ 12-1101 NATIONAL ELECTRIC CODE ADOPTED.

The National Electric Code, 2017 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the electric code".
(Ord. 15-14, passed 7-2015; Ord. 18-41, passed 12-2018)

§ 12-1102 MODIFICATIONS.

(1) 210.12 Arc-Fault Circuit-Interrupter Protection.

(A) **Dwelling Units.** Add an exception after paragraph "(6)" that reads:

Exception: Arc-Fault Circuit-Interrupter protection shall not be required in garages, laundry rooms, unfinished basements, bathrooms, outdoors, or for dedicated refrigeration outlets.

Where installed a separate units, ovens and cooktop units shall be served by individual circuits.

Only designated circuits shall be energized following a "service release" inspection. Such an inspection shall only be valid for a period of 45 days from the date of inspection.

Service equipment shall have only one main means of disconnecting services of 225 amps or below.

The installation of receptacles for island counter spaces or peninsular counter spaces below the countertop shall be optional.

Receptacles shall not be required in the wall space behind doors which may be opened fully against a wall surface. Wall space measurement shall begin at the edge of the door when fully opened.

(2) 250.52 Grounding Electrodes.

The grounding of a single family dwelling can be accomplished by connecting #4 copper securely attached to the rebar in the footing which is embedded in the footing or slab concrete and one (1) additional driven ground rod OR a grounding electrode conductor (ground wire) of a minimum #4 bare copper or larger shall be run unspliced in a trench no less than 20' long and 30" deep and encased in two (2) inches of concrete.
(Ord. 18-41, passed 12-2018; Ord. 24-14, passed 7-2024)

CHAPTER 12: SWIMMING POOL AND SPA CODE

§ 12-1201 INTERNATIONAL SWIMMING POOL AND SPA CODE ADOPTED.

The International Swimming Pool and Spa Code, 2024 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the swimming pool and spa code".

(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018) (Ord. 26-__, passed _____)

CHAPTER 13: FUEL GAS CODE

§ 12-1301 INTERNATIONAL FUEL GAS CODE ADOPTED.

The International Fuel Gas Code, 2024 edition, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the fuel gas code".

(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018) (Ord. 26-__, passed _____)

TITLE 12:

BUILDING AND UTILITY CODES

Chapter 1: Building Code

§ 12-101 BUILDING CODE ADOPTED.
§ 12-102 MODIFICATIONS.
§ 12-103 CODE AVAILABLE IN CLERK'S OFFICE.
§ 12-104 VIOLATION AND PENALTY.

Chapter 2: Existing Building Code

§ 12-201 EXISTING BUILDING CODE ADOPTED.
§ 12-202 MODIFICATION OF DESIGNATED OFFICIAL.
§ 12-203 CODE AVAILABLE IN CLERK'S OFFICE.
§ 12-204 VIOLATION AND PENALTY.

Chapter 3: Excavation and Grading Code

§ 12-301 GRADING AND EXCAVATION CODE ADOPTED.
§ 12-302 MODIFICATION OF DESIGNATED OFFICIAL.
§ 12-303 CODE AVAILABLE IN CLERK'S OFFICE.
§ 12-304 APPLICATION FOR GRADING.
§ 12-305 PLANS AND SPECIFICATIONS.
§ 12-306 ISSUANCE OF PERMIT.
§ 12-307 ENGINEERING REVIEW FEES.
§ 12-308 VIOLATION AND PENALTY.

Chapter 4: Mechanical Code

§ 12-401 MECHANICAL CODE ADOPTED.
§ 12-402 MODIFICATION OF DESIGNATED OFFICIALS.
§ 12-403 CODE AVAILABLE IN CLERK'S OFFICE.
§ 12-404 VIOLATION AND PENALTY.
§ 12-405 MODIFICATIONS.

Chapter 5: Plumbing Code

§ 12-501 PLUMBING CODE ADOPTED.
§ 12-502 MODIFICATIONS.
§ 12-503 CODE AVAILABLE IN CLERK'S OFFICE.
§ 12-504 VIOLATION AND PENALTY.

Chapter 6: Residential Code

§ 12-601 RESIDENTIAL CODE ADOPTED.
§ 12-602
MODIFICATIONS.

§ 12-603 AVAILABLE IN CLERK'S
OFFICE.
§ 12-604 VIOLATIONS.

Chapter 7: Energy Conservation Code

§ 12-701 INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED.
§ 12-702 MODIFICATIONS.
§ 12-703 AVAILABLE IN CLERK'S OFFICE.
§ 12-704 VIOLATIONS AND PENALTY.

Chapter 8: Property Maintenance Code

§ 12-801 PROPERTY MAINTENANCE CODE ADOPTED.
§ 12-802 MODIFICATIONS.
§ 12-803 CODE AVAILABLE IN CLERK'S OFFICE.
§ 12-804 VIOLATION AND PENALTY.

Chapter 9: Codes Enforcement and Inspection Division

§ 12-901 DIVISION ESTABLISHED.
§ 12-902 BUILDING OFFICIAL; APPOINTED.
§ 12-903 RESPONSIBILITIES.
§ 12-904 RIGHT OF ENTRY.

Chapter 10: Construction Board of Adjustments and Appeals

§ 12-1001 CREATION.
§ 12-1002 MEMBERSHIP.
§ 12-1003 TERMS AND REMOVAL OF MEMBERS.
§ 12-1004 ELECTION OF OFFICERS.
§ 12-1005 PURPOSE.
§ 12-1006 QUORUM, MEETINGS, AND BYLAWS.
§ 12-1007 APPEALS TO BOARD.
§ 12-1008 POWERS.
§ 12-1009 ENFORCEMENT OF DECISIONS.
§ 12-1010 NOTICE OF APPEAL TO BOARD.
§ 12-1011 TIME FOR HEARING.
§ 12-1012 RULES OF PROCEDURE.
§ 12-1013 TIMELINESS OF DECISIONS.
§ 12-1014 PREVIOUS APPEALS OF SAME ISSUE.
§ 12-1015 APPLICABILITY.

Chapter 11: Electric Code

§ 12-1101 NATIONAL ELECTRIC CODE ADOPTED.
§ 12-1102 MODIFICATIONS.

Chapter 12: Swimming Pool and Spa Code

§ 12-1201 INTERNATIONAL SWIMMING POOL AND SPA CODE ADOPTED.

Chapter 13: Fuel Gas Code

§ 12-1301 INTERNATIONAL FUEL GAS CODE ADOPTED.

CHAPTER 1: BUILDING CODE*

§ 12-101 BUILDING CODE ADOPTED.

The International Building Code, 2024 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the building code".
(2007 Code, § 12-101) (Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018)

§ 12-102 MODIFICATIONS.

(1) Section 101.1 Title. Add "Town of Smyrna, TN" in place of "[name of jurisdiction]".

(2) Section 103.1 Add “Building Safety” in place of “[name of department]”

(3) Section 104.2.4.1 Flood hazard areas. Delete this section in its entirety.

(4) Section 105.2 Work exempt from permit.

(a) Item #1. Delete 120 sq ft and replace with 100 sq ft.

(6) Section R111 Certificate of Occupancy - Amend wherever Certificate of Occupancy is mentioned to read “[Certificate of Occupancy / Certificate of Completion]”

(7) Appendix B is adopted (Board of Appeals).

(8) Appendix I is adopted (Patio Covers).

Delete this section entirely IBC (6) Section 1010.1.9.5 Bolt locks. Exceptions #3 and 4. Add "M" after "F".

(2007 Code, § 12-102) (Ord. 14-02; Ord. 18-41, passed 12-2018)

§ 12-103 CODE AVAILABLE IN CLERK'S OFFICE.

At least one copy of the building code has been placed in the Town Clerk's office, and shall be kept there for the use and inspection of the public.
(2007 Code, 12-103)

§ 12-104 VIOLATION AND PENALTY.

A violation of any provision of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day an offense occurs constitutes a separate violation.
(2007 Code, 12-104)

***Cross references—**Fire code, see Title 7; Gas code, see Title 19; Slum clearance, see Title 13, Chapter 2

CHAPTER 2: EXISTING BUILDING CODE

§ 12-201 EXISTING BUILDING CODE ADOPTED.

The International Existing Building Code, 2024 edition, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the existing building code". (Ordinance 14-02, passed 2-2014; Ord. 18-41, passed 12-2018)

§ 12-202 MODIFICATION OF DESIGNATED OFFICIAL.

The building official or his or her designee of the town, who has duties corresponding to the duties of officials named in the International Existing Building Code, as adopted by the town, shall be responsible for the enforcement of the existing building code provisions.
(2007 Code, 12-202) (Ord. 04-46, passed 12-2004)

§ 12-203 CODE AVAILABLE IN CLERK'S OFFICE.

At least one copy of the existing building code has been placed in the Town Clerk's office, and shall be kept there for the use and inspection of the public.
(2007 Code, 12-203)

§ 12-204 VIOLATION AND PENALTY.

A violation of any provision of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day an offense occurs constitutes a separate violation.
(2007 Code, 12-204)

CHAPTER 3: EXCAVATION AND GRADING CODE

§ 12-301 GRADING AND EXCAVATION CODE ADOPTED.

The current version of the Standard Specifications for Bridge and Road Construction of the Tennessee Department of Transportation is hereby adopted and incorporated by reference as part of this municipal code.
(2007 Code, § 12-301)

§ 12-302 MODIFICATION OF DESIGNATED OFFICIAL.

The Director of Public Works or his or her designee of the town shall be responsible for the enforcement of this chapter's provisions.
(2007 Code, § 12-302)

§ 12-303 CODE AVAILABLE IN CLERK'S OFFICE.

At least one copy of the excavation and grading code has been placed in the Town Clerk's office, and shall be kept there for the use and inspection of the public.
(2007 Code, 12-303)

§ 12-304 APPLICATION FOR GRADING.

(1) *Application.* To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished for that purpose. Every such application shall:

(a) Identify and describe the work to be covered by the permit for which application is made;

(b) Describe the land on which the proposed work is to be done, by lot, block, tract, and house and street address, or similar description that will readily identify and definitely locate the proposed building or work;

(c) Be accompanied by plans and specifications as required in § 12-305 of this code;

(d) State the estimated quantities of work involved;

(e) Be signed by the permittee, or his or her authorized agent, who may be required to submit evidence to indicate such authority; and

(f) Information that shall be required includes:

(i) Temporary cover during the grading and development period;

(ii) Permanent grass and vegetative cover for the area;

(iii) Stabilization by means of mulching (non-vegetative materials);

(iv) Sodding the area subject to erosion;

(v) Use of low-growing plants, vines, shrubs, or other ground covers to stabilize sediment producing areas;

(vi) Constructing diversionary channels and terraces across the slope;

(vii) Construction of structures that will stabilize the grade in water channels;

(viii) Sediment basins constructed in such manner that failure of the structure would not result in loss of life or interruption of use or service of public utilities;

(ix) Use of grassed waterways for the safe disposal of runoff water;

(x) Staging development to avoid having large areas in an erosive condition at one time;

(xi) Utilization of existing topography in planning development to minimize erosion, such as planning roadways parallel to contours; and

(xii) Leaving critical areas in an undisturbed condition or correction of critical areas which cause erosion hazard.

(2) *Plans generally.* Plans shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that they will conform to the provisions of this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall give the location of the work and the name and address of the owner and the person by whom they were prepared.

(3) *Information on plans.* The plans shall include the following information:

(a) General vicinity of the proposed site;

(b) Property limits and accurate contours of existing ground and details of terrain and area drainage;

(c) Limiting dimensions, elevations, or finish contours to be achieved by the grading, and proposed drainage channels and related construction;

(d) Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as a part of, the proposed work together with a map showing the drainage area and the estimated run-off of the area served by any drains. Upstream drainage must be considered and explained if any adverse effect is possible. Plans for removal, recontouring, or other final disposition of sediment basins or other structural improvements or devices shall be included in the plan. If a sedimentation basin is required, it should be designed by registered engineers in accordance with property guidelines;

(e) (i) Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners which are within 15 feet of the property or which may be affected by the proposed grading operations.

(ii) Specifications shall contain information covering construction and material requirements.

(f) All elevations must be stated in mean sea level datum and this fact indicated in a note on the plan sheet;

(g) Location of areas of proposed paving;

(h) Limits of vegetative clearing;

(i) Estimates of exposed time of denuded land;

(j) Plans for vegetation re-establishment;

k) A schedule for performance of all earthwork, earth stabilization, and reclamation activities; and

(l) A soil erosion control plan which shall include the following items:

(i) The plan should relate to the specific site conditions, and should keep land grading and land disturbance to a minimum under the circumstances.

(ii) Both surface and underground stormwater drainage systems should be integrated to accommodate the increased runoff incurred during land grading.

(iii) Existing and future protective vegetative cover should be emphasized, and grading operations and sediment control measures should be minimize land exposure to erosion.

(iv) Sediment basins for high sediment producing areas should be planned, installed, and maintained as safety devices to catch and trap excessive sediment from the development site.

(v) Use of low-growing plants, vines, shrubs, or other ground covers to stabilize sediment producing areas.

(vi) Constructing diversionary channels and terraces across the slope.

(vii) Construction of structures that will stabilize the grade in water channels.

(viii) Sediment basins constructed in such manner that failure of the structure would not result in loss of life or interruption of use or service of public utilities.

(ix) Use of grassed waterways for the safe disposal of runoff water.

(x) Staging development to avoid having large areas in an erosive condition at one time.

(xi) Utilization of existing topography in planning development to minimize erosion, such as planning roadways parallel to contours.

(xii) Leaving critical areas in an undisturbed condition or correction of critical areas which cause erosion hazard.

(xiii) Within any sinkhole, no fill shall be used without approval of the Town Engineer and the state's Department of Environment and Conservation.

(2007 Code, 12-304)

§ 12-305 PLANS AND SPECIFICATIONS.

When required, each application for a grading permit shall be accompanied by two sets of plans and specifications, and supporting data consisting of a soil engineering report and engineering geology report. The plans and specifications shall be prepared and signed by a civil engineer.
(2007 Code, 12-305)

§ 12-306 ISSUANCE OF PERMIT.

(1) The application, plans, and specifications filed by an applicant for a permit shall be checked by the Director of Public Works or his or her designee. Such plans shall be reviewed by the Director of Public Works or his or her designee to check compliance with all applicable laws and ordinances. If the Director of Public Works or his or her designee is satisfied that the work described in an application for permit and the plans filed therewith conform to the requirements of this code and other pertinent laws and ordinances, and that the fees specified in this chapter have been paid, he or she may issue a permit therefor to the applicant. The Director of Public Works may, at his or her discretion, require approval by the Planning Commission prior to issuance of a grading permit.

(2) When the Director of Public Works or his or her designee issues the permit, he or she shall endorse in writing or stamp on both sets of plans and specifications "APPROVED". Such approved plans and specifications shall not be changed, modified, or altered without authorization from the SMC12:7
Director of Public Works or his or her designee, and all work shall be done in accordance with the approved plans.
(2007 Code, 12-306)

§ 12-307 ENGINEERING REVIEW FEES.

(1) The Director of Public Works or his or her designee shall also make the necessary site inspection(s) and make appropriate recommendations thereof, prior to the issuance of a cut and fill permit.

(2) The fees are established in the fee schedule, adopted with the annual budget.
(2007 Code, 12-307)

§ 12-308 VIOLATION AND PENALTY.

A violation of any provision of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day an offense occurs constitutes a separate violation.
(2007 Code, 12-308)

CHAPTER 4: MECHANICAL CODE

§ 12-401 MECHANICAL CODE ADOPTED.

The International Mechanical Code, 2024 edition, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the mechanical code".
(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018)

§ 12-402 MODIFICATION OF DESIGNATED OFFICIALS.

The building official or his or her designee of the town, who has duties corresponding to the duties of officials named in the International Mechanical Code, as adopted by the town, shall be responsible for the enforcement of the mechanical code provisions.
(2007 Code, 12-402) (Ord. 04-46, passed 12-2004)

12-403 CODE AVAILABLE IN CLERK'S OFFICE.

At least one copy of the mechanical code has been placed in the Town Clerk's office, and shall be kept there for the use and inspection of the public.
(2007 Code, 12-403)

§ 12-404 VIOLATION AND PENALTY.

A violation of any provision of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day an offense occurs constitutes a separate violation.
(2007 Code, 12-404)

§ 12-405 MODIFICATIONS.

Whenever mechanical equipment or appliances are located in an attic or any other readily accessible area, access such as pull downstairs or permanent stairs shall be installed to ensure access for periodic inspection, maintenance, service, or repair. The access shall be no less than that

area required for the removal of the largest appliance and shall be in a hallway or other readily accessible location. A 30-inch minimum unobstructed headroom in the attic space shall be provided at some point above the access opening.

Whenever mechanical equipment or appliances are located on roofs or other elevated structures (including above rooms), permanent stairs shall be provided for access.

Exception: A portable ladder may be used for exterior roof access points not exceeding 16 feet above grade. unless the building official determines that the unique shape of the roof does not allow safe access with a portable ladder.

The permanent stair shall, at a minimum, meet the following:

1. The stair shall be installed at an angle of not more than 60 degrees measured from the horizontal plane;

2. The stair shall have flat treads at least 6 inches deep and a clear width of at least 18 inches with equally spaced risers at least 10.5 inches high and not exceeding 14 inches;

3. The stair shall be installed with continuous handrails on both sides of the stair;

4. Interior stairs shall terminate at a level surface of at least 8 sq ft. with a minimum dimension of 20 inches and with no less than 30" headroom

5. Exterior stairs shall terminate at the roof access point or at a level landing of at least 8 square feet with a minimum dimension of 20 inches. The landing shall have a guard installed.

6. Any change of elevation more than 30" shall have a guard installed.

Where a change in roof elevation greater than 30 inches but not exceeding 16 feet exists, a permanent ladder shall be provided. The ladder may be vertical. The ladder shall, at a minimum, meet the following:

1. Width shall be at least 16 inches.

2. Rung spacing shall be a maximum of 14 inches.

3. Toe space shall be at least 6 inches.

4. Side railings shall extend at least 30 inches above the roof or parapet wall.
(Ord. 24-34, passed 11-2024)

(1) Section 101.1 Title. Insert "Town of Smyrna, TN" in place of "[Name of Jurisdiction]".

(2) Section 103.1 Title. Insert "Town of Smyrna, TN" in place of "[Name of Jurisdiction]".

Section 1109.2.5 Exception 2 shall be modified as follows: Piping in a direct refrigeration where the refrigerant quantity does not exceed the limits of Table 1103.1 for the smallest occupied space through which the piping passes.

CHAPTER 5: PLUMBING CODE

§ 12-501 PLUMBING CODE ADOPTED.

The International Plumbing Code, 2024 edition, and modifications thereto, is hereby adopted and SMC12:9 incorporated by reference as part of this municipal code, and is hereinafter referred to as "the plumbing code".
(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018)

§ 12-502 MODIFICATIONS.

(1) Section 101.1 Title. Insert "Town of Smyrna, TN" in place of "[Name of Jurisdiction]".

Delete this section (2) Section 106.6.3 Fee refunds. Insert "100%" in lieu of "A[Specify percentage]" in subsection 2 and subsection 3.

(3) Section 305.4.1 Sewer depth. Insert "12" in lieu of "[NUMBER]" in both locations.

(4) Section 603.1 Size of water service pipe. Insert “1 inch in lieu of ¾”

(5) Section 903.1.1 Roof extension. Insert "8" in lieu of "[NUMBER]".
(Ord. 14-02, passed 2-2014)

§ 12-503 CODE AVAILABLE IN CLERK'S OFFICE.

At least one copy of the plumbing code has been placed in the Town Clerk's office, and shall be kept there for the use and inspection of the public.
(2007 Code, § 12-503)

§ 12-504 VIOLATION AND PENALTY.

A violation of any provision of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day an offense occurs constitutes a separate violation.
(2007 Code, 12-504)

CHAPTER 6: RESIDENTIAL CODE

§ 12-601 RESIDENTIAL CODE ADOPTED.

The International Residential Code, 2024 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the residential code".
(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018)

§ 12-602 MODIFICATIONS.

(1) Section R101.1 Title. Add "Town of Smyrna, TN" in place of "[name of jurisdiction]".

(2) Section R103.1 Add “Building Safety” in place of “[name of department]”

(3) Section R104.2.3.1 Flood hazard areas. Delete this section in its entirety.

(4) Section R105.2 Work exempt from permit.

(b) Item #1. Delete 200 sq ft and replace with 100 sq ft.
(c) Item #2 add at end of sentence add “Any fence used as a pool barrier will require a permit.”
(d) Item #10 Delete 200 sq ft and replace with 100 sq ft.
(e) Add item #11. "Roof covering replacement where the repairs do not involve replacement of the roof deck and/or structural framing."
(f)

Delete this section (4) Section 105 Permits (mechanical). Add as an eighth item: Add "Replacement of an HVAC unit where unit heating and cooling capacity and fuel source is not changing."

(5) Section R106.2.6. Design flood elevations. Delete this section in its entirety.

(6) Section R110 Certificate of Occupancy - Amend wherever Certificate of Occupancy is mentioned to read “[Certificate of Occupancy / Certificate of Completion]”

(7) Section R202 Definitions. Add "Sleeping Room: A room that contains an opaque privacy door, and a closet."

(8) "Table R301.2 Climatic and Graphic Design Criteria". Amend as follows:

Ground Snow Load 13 lb.
Wind Speed 90 sustained or 3 second wind gusts up to 115
Topographic Effects No
Special Wind Region No
Windborne debris zone No
Seismic Design D
Weathering Severe
Frost Line 12"
Termite Moderate
Winter Design Temp 14° delete this line
Ice Barrier No
Air Freezing Index 1500 or less
Flood Hazards In accordance with adopted
Mean Avg. Temp. (F) 60.8
Elevation 545
Latitude 36

Section M1305.1.2 shall be modified by adding the following at the end of the first paragraph: Whenever

mechanical equipment or appliances are located in an attic or any other readily accessible area, access such as pull downstairs or permanent stairs shall be installed to ensure access for periodic inspection, maintenance, service, or repair. The access shall be no less than that area required for the removal of the largest appliance and shall be in a hallway or other readily accessible location. A 30-inch minimum unobstructed headroom in the attic space shall be provided at some point above the access opening.

(9) Table ~~Section~~ R302.1(1) Change Minimum Fire Resistance Rating for Walls (at 0 feet) from "1 hour" to "2 hour." Eliminate footnote “b” entirely.

Delete this completely (7) Section R302.5.1 Opening protection. From the second sentence, delete everything after "... 20 minute fire-rated doors."

(10) Add new Section R318.1.1: Section R318.1.1 Access from sleeping rooms. "Sleeping Rooms shall not constitute the only means of access to other sleeping rooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces."

(11) Section R309 Automatic fire sprinkler systems. Delete this section in its entirety.

(12) Section R306.2 Flood resistance construction. Delete this section in its entirety.

(13) Section N1102.5.1.2 (R402.5.l.2) Testing is replaced with Section N1102.4.2.l Testing Option and Section N1102.4.2.2 Visual Inspection from 2009 IRC.

(14) Section N1103.3.7(R403.3.7) Duct Testing (Mandatory) and Section N1103.3.8 (R403.3.8) Duct Leakage (Prescriptive) are optional.

(15) Table N1102.1.2(R402.1.2) Equivalent U-Factors from 2024 IRC are replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table NI102.1.2 Equivalent U-Factor from 2009 IRC.

(4) Table 402.1.3 Insulation and Fenestration Requirements by Component and Table R402.1.

Equivalent U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration Requirements by Component and Table 402.1.3 Equivalent U-Factors 2009 IECC.
(Ord. 14-03, passed 2-2014; Ord. 24-4, passed 2-2024)

(15) Section N1102.1.6 (R402.1.6) Rooms Containing Fuel-Burning Appliances is deleted in its entirety.

(16) Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote "1": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .65 or lower is used, a Glazed Fenestration SHGC of .30 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used."

(17) Section P2603.5.1 Sewer depth. Delete "[NUMBER]" in both places and replace with "12".

(18) Section P2902.5.3 Lawn irrigation systems. In the first sentence delete the words "an atmospheric-type vacuum breaker, a pressure type vacuum breaker or".

(19) Appendix AA is adopted (Board of Appeals).

(23) Appendix BF: Patio Covers is adopted.

(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018; Ord. 23-27, passed 7-2023; Ord. 24-4, passed 2-2024)

§ 12-603 AVAILABLE IN CLERK'S OFFICE.

Pursuant to the requirements of T.C.A. § 6-54-502, one copy of the residential code has been placed on file in the Town Clerk's office and shall be kept there for the use and inspection of the public.
(2007 Code, 12-603; Ord. 23-27, passed 7-2023)

§ 12-604 VIOLATIONS.

It shall be unlawful for any person to violate or fail to comply with any provision of the residential code as herein adopted by reference and modified.
(2007 Code, 12-604; Ord. 23-27, passed 7-2023)

CHAPTER 7: ENERGY CONSERVATION CODE*

§ 12-701 INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED.

The International Energy Conservation Code, 2024 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the energy conservation code".
(Ord. 14-03, passed 2-2014; Ord. 18-41, passed 12-2018)

§ 12-702 MODIFICATIONS.

(1) Chapter 1: Administration: Section 101.1 Title. Insert "Town of Smyrna, TN" in place of "[Name of Jurisdiction]".

(2) Section R402.5.I.2 Testing is deleted and replaced with Section 402.4.2.1 Testing Option and Section 402.4.2.2 Visual Inspection Option from 2009 IECC.

(3) Section R403.3.7 Duct Testing Mandatory and Section R403.3.8 Duct Leakage (Prescriptive) are optional.

(4) Table 402.1.3 Insulation and Fenestration Requirements by Component and Table R402.1.

Equivalent U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration Requirements by Component and Table 402.1.3 Equivalent U-Factors 2009 IECC.
(Ord. 14-03, passed 2-2014; Ord. 24-4, passed 2-2024)

§ 12-703 AVAILABLE IN CLERK'S OFFICE.

Pursuant to the requirements of the T.C.A. § 6-54-502, one copy of the energy code has been placed on file in the Clerk's office and shall be kept there for the use and inspection of the public.
(2007 Code, 12-703)

§ 12-704 VIOLATIONS AND PENALTY.

It shall be a civil offense for any person to violate or fail to comply with any provision of the energy code as herein adopted by reference and modified. The violation of any section of this chapter shall be punishable by a penalty that does not exceed state authorized maximum limits. Each day a violation is allowed to continue shall constitute a separate offense.
(2007 Code, 12-704)

***Cross references—**Fire protection, fireworks, and explosives, see Title 7; Planning and zoning, see Title 14; Streets and other public ways and places, see Title 16; Utilities and services, see Titles
18 and 19

State law reference—T.C.A. § 13-19-106 requires Tennessee cities either to adopt the Model Energy Code, 1992 edition, or to adopt local standards equal to or stricter than the standards in the energy code.

CHAPTER 8: PROPERTY MAINTENANCE CODE

§ 12-801 PROPERTY MAINTENANCE CODE ADOPTED.

The International Property Maintenance Code, 2024 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the property maintenance code".
(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018)

§ 12-802 MODIFICATIONS.

(1) Section 101.1 Title. Insert "Town of Smyrna, TN" in place of "[Name of Jurisdiction]".

(2) Section 102.3 Application of other codes. Delete the last sentence in its entirety.

~~(3) Section 103.5 Fees. Delete this section in its entirety.~~

(4) Section 106 Means of appeal. Where the term "Board of Appeals" appears it shall be substituted with "Construction Board of Adjustments and Appeals".

(5) Section 302.1 Sanitation. Add the following sentence to the end of the paragraph: "Furniture intended for indoor use shall not be stored or used outdoors."

(6) Section 302.4 Weeds. Delete this section in its entirety. Title 13-103 and/or 13-104 of the Smyrna Municipal Code shall be used to regulate the height of weeds and grass.

(7) Section 304.14 Insect screens. Amend this section by inserting the words "April 1 to October 1 in lieu of "[Date] to [Date]".

(8) Section 602.3 Heat supply. Amend this section by inserting "October 1" and "April 30" in lieu of "[Date]" to "[Date]".

(9) Section 602.4 Occupiable work spaces. Amend this section by inserting "October 1" and "April 30" in lieu of "[Date]" to "[Date]".
(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018)

§ 12-803 CODE AVAILABLE IN CLERK'S OFFICE.

At least one copy of the property maintenance code has been placed in the Town Clerk's office, and shall be kept there for the use and inspection of the public.
(2007 Code, 12-803)

§ 12-804 VIOLATION AND PENALTY.

A violation of any provision of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day an offense occurs constitutes a separate violation.
(2007 Code, 12-804)

CHAPTER 9: CODES ENFORCEMENT AND INSPECTION DIVISION

§ 12-901 DIVISION ESTABLISHED.

There is hereby established a division of the town designated as codes enforcement and inspection division, which division shall be under the supervision, direction, and administration of the planning manager.
(2007 Code, 12-901) (Ord. 02-27, passed 8-2002)

§ 12-902 BUILDING OFFICIAL; APPOINTED.

The planning manager shall appoint the building official of the town, who shall serve as the head of the codes enforcement and inspection division and who shall report directly to the planning manager.
(2007 Code, 12-902) (Ord. 02-27, passed 8-2002)

§ 12-903 RESPONSIBILITIES.

(1) The codes enforcement and inspection division shall be responsible for supervision, administration, and enforcement of all building codes, plumbing codes, gas codes, housing codes, and health codes of the town.

(2) The codes enforcement and inspection division shall be responsible for observing, inspecting, and ensuring the accurate and proper installation of any and all public improvements which the Planning Commission has ordered or permitted developers to install under existing codes of the town. The codes enforcement and inspection division shall also be responsible for zoning enforcement, for the issuance and approval of all building and occupancy permits, and for reviewing all building plans under the supervision and administration of the planning manager.
(2007 Code, 12-903) (Ord. 02-27, passed 8-2002)

§ 12-904 RIGHT OF ENTRY.

The codes enforcement inspection division is authorized to enter premises or structures at reasonable times to inspect and enforce applicable codes subject to constitutional restrictions or unreasonable searches and seizures. If entry is refused or not obtained, the codes official or his or her designee is authorized to seek an administrative inspection warrant as permitted in 12-803.
(2007 Code, 12-904)

CHAPTER 10: CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

SMC12:15

§ 12-1001 CREATION.

There is hereby established the Construction Board of Adjustments and Appeals for the town.
(2007 Code, 12-1001)

§ 12-1002 MEMBERSHIP.

(1) Due to safety concerns and the necessity of a level of technical expertise, the Board shall consist of five members, all of whom shall be recommended jointly by the Town Manager, building official, and Town Planner. The Town Council will review the applicants set forth by the listed staff and consequently appoint the members by a majority vote. Preference shall be given to applicants who reside within the town limits of Smyrna, however; if there is not a desired number of applicants within the town, the Town Council may appoint applicants with technical experience from within the borders of Rutherford County.

(2) The members should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, a fire service industry representative, or building industry representatives. A Board member shall not act in a case in which he or she has a personal or financial interest.
(2007 Code, § 12-1002)

Editor's note—This section was modified in the 2017 update

§ 12-1003 TERMS AND REMOVAL OF MEMBERS.

The members shall be appointed for three-year terms, except that on the initial appointment, two shall be appointed for one year, two for two years, and one for three years, so as to ensure no more than one-third of the Board is appointed or replaced in any 12-month period. Members of the Board may be removed by the Town Council for neglect of duty, conflict of interest, malfeasance in office, violation of ethics ordinance, or other just cause, or for unexcused absence from more than three consecutive meetings or more than five non-consecutive meetings during the member's term of appointment. It is the duty of the town staff representative to advise the Town Manager when removal is recommended or necessary based on the provisions herein. The decision of the Town Council will be final with no appeal. Board members who are unable to attend regular meetings are expected to tender their resignation. A vacancy on said Board shall be filled by the Town Council for the unexpired term of such vacancy. The members of said Board shall serve without compensation.
(2007 Code, § 12-1003)

Editor's note—This section was modified in the 2017 update

§ 12-1004 ELECTION OF OFFICERS.

As soon as practical after their appointment, the members of the Board shall meet and organize by electing a chairperson and a vice-chairperson. Thereafter, officers of the Board shall be elected by the members at the March meeting of the Board. The building official shall act as secretary of the Board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decisions, the vote of each member, the absence of a member, and any failure of a member to SMC12:16
vote. The building official shall handle such additional duties as the Board may deem proper. All minutes of the meetings of the Board shall be public records.
(2007 Code, 12-1004)

§ 12-1005 PURPOSE.

The Board shall have the power to hear appeals of decisions and interpretations of the building official, housing official, and fire official (hereinafter collectively referred to as "official"), and consider variances of the technical codes.
(2007 Code, 12-1005)

§ 12-1006 QUORUM, MEETINGS, AND BYLAWS.

A simple majority of the Board shall constitute a quorum. In varying any provision of the codes as adopted by the Town Council, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the appropriate official, not less than four affirmative votes, but not less than a majority of the Board, shall be required. In the event that regular members are unable to attend a meeting, the alternate members shall vote.
(2007 Code, 12-1006)

§ 12-1007 APPEALS TO BOARD.

The owner of a building, structure, or service system, or his or her duly authorized agent, may appeal a decision of the appropriate official to the Board whenever any one of the following conditions are claimed to exist:

(1) The appropriate official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building,
structure, or service system;

(2) The provisions of the codes, all as amended from time to time, do not apply to this specific case;

(3) That an equally good or more desirable form of installation can be employed in any specific case;

(4) The true intent and meaning of this code or any of the regulations thereunder have been misconstrued or incorrectly interpreted; or

(5) To permit, in appropriate cases where the application of the requirement of the codes adopted by Town Council in the allowance of the stated time for the performance of any action required hereunder would appear to cause undue hardship on an owner, one or more extensions of time, not to exceed 120 days each, from the date of such decision of the Board. Applications for additional extensions of time shall be heard by the Board. Such requests for additional extensions of time shall be filed with the housing office not less than 30 days prior to the expiration of the current extension.
(2007 Code, 12-1007)

§ 12-1008 POWERS.

The Board, when so appealed to and after a hearing, may vary the application of any provisions of the codes to any particular case when, in its opinion, the enforcement thereof would do manifest

injustice and would be contrary to the spirit and purpose of the codes, the technical codes, or public interest; or when, in its opinion, the interpretation of the appropriate official shall be

modified or reversed and also finds all of the following:

(1) That special conditions and circumstances exist which are peculiar to the building, structure, or service system involved and which are not applicable to others;

(2) That the special conditions and circumstances do not result from the action or inaction of the applicant;

(3) That granting the variance requested will not confer on the applicant any special privilege that is denied by the codes to other buildings, structures, or service system;

(4) That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system; and

(5) That the grant of the variance will be in harmony with the general intent and purpose of the codes and will not be detrimental to the public health, safety, and general welfare.

(2007 Code, 12-1008)

§ 12-1009 ENFORCEMENT OF DECISIONS.

In granting the variance, the Board shall prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the Board may prescribe appropriate conditions and safeguards in conformity with the codes. Violation of the conditions of a variance shall be deemed a violation of the codes.

(2007 Code, 12-1009)

§ 12-1010 NOTICE OF APPEAL TO BOARD.

Notice to appeal shall be in writing to the building official and filed within 30 calendar days after the decision is rendered by the building official. Appeals shall be in a form acceptable to the appropriate official and shall be accompanied by the necessary fees as set in the fee schedule adopted in accordance with the budget ordinance.

(2007 Code, 12-1010)

§ 12-1011 TIME FOR HEARING.

In the case of a building, structure, or service system which, in the opinion of the building official or fire official, as appropriate, is unsafe, unsanitary, or dangerous, the building official or fire official, as applicable, may, in his or her order, limit the time for such appeals to a shorter period.

(2007 Code, 12-1011)

§ 12-1012 RULES OF PROCEDURE.

The Board shall establish its own rules of procedure for accomplishment of its duties and

functions, provided that such rules shall not be in conflict with the provisions of the codes and the laws of the state. The Board shall meet at regular intervals on call of the chairperson, but in any event, the Board shall meet within 30 calendar days after notice of appeal has been received. No

less than ten days prior to hearing of the Board, notice of the place, time, and date of such meetings shall be given all the members of the Board and all interested parties in each case to be heard by the Board.

(2007 Code, 12-1012)

§ 12-1013 TIMELINESS OF DECISIONS.

The Board shall, in every case, reach a decision no later than 60 days from the date of the hearing. Each decision of the Board shall also include the reasons for the decision and shall specify in what manner such variance or modification is made and the conditions upon which such decision is made. If a decision of the Board reverses or modifies a refusal, order, or disallowance of the appropriate official, or varies the application of any provision of the codes, the appropriate official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building official, housing official, or fire official, as appropriate, and shall be open to public inspection. A certified copy of the decision shall be sent by certified mail, return receipt requested, to the appellant and a copy shall be kept publicly posted in the office of the appropriate official for two weeks after filing. Every decision of the Board shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity.
(2007 Code, 12-1013)

§ 12-1014 PREVIOUS APPEALS OF SAME ISSUE.

An appeal involving any codes adopted by the Town Council should not be considered where an appeal case has been previously decided involving the same premises.
(2007 Code, 12-1014)

§ 12-1015 APPLICABILITY.

The provisions of this chapter shall replace and supersede provisions in the adopted codes related to the Boards of Appeals.
(2007 Code, 012-1015)

CHAPTER 11: ELECTRIC CODE

§ 12-1101 NATIONAL ELECTRIC CODE ADOPTED.

The National Electric Code, 2017 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the electric code".
(Ord. 15-14, passed 7-2015; Ord. 18-41, passed 12-2018)

§ 12-1102 MODIFICATIONS.

(1) 210.12 Arc-Fault Circuit-Interrupter Protection.

(A) **Dwelling Units.** Add an exception after paragraph "(6)" that reads:

Exception: Arc-Fault Circuit-Interrupter protection shall not be required in garages, laundry rooms, unfinished basements, bathrooms, outdoors, or for dedicated refrigeration outlets.

Where installed a separate units, ovens and cooktop units shall be served by individual circuits.

Only designated circuits shall be energized following a "service release" inspection. Such an inspection shall only be valid for a period of 45 days from the date of inspection.

Service equipment shall have only one main means of disconnecting services of 225 amps or below.

The installation of receptacles for island counter spaces or peninsular counter spaces below the countertop shall be optional.

Receptacles shall not be required in the wall space behind doors which may be opened fully against a wall surface. Wall space measurement shall begin at the edge of the door when fully opened.

(2) 250.52 Grounding Electrodes.

The grounding of a single family dwelling can be accomplished by connecting #4 copper securely attached to the rebar in the footing which is embedded in the footing or slab concrete and one (1) additional driven ground rod OR a grounding electrode conductor (ground wire) of a minimum #4 bare copper or larger shall be run unspliced in a trench no less than 20' long and 30" deep and encased in two (2) inches of concrete.

(Ord. 18-41, passed 12-2018; Ord. 24-14, passed 7-2024)

CHAPTER 12: SWIMMING POOL AND SPA CODE

§ 12-1201 INTERNATIONAL SWIMMING POOL AND SPA CODE ADOPTED.

The International Swimming Pool and Spa Code, 2024 edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the swimming pool and spa code".

(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018)

CHAPTER 13: FUEL GAS CODE

§ 12-1301 INTERNATIONAL FUEL GAS CODE ADOPTED.

The International Fuel Gas Code, 2024 edition, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as "the fuel gas code".

(Ord. 14-02, passed 2-2014; Ord. 18-41, passed 12-2018)

2024 Significant Code Changes



TN National Guard Warehouse

What to expect

New codes to be introduced to council with final approval in March 2026.

Permits issued April 1, 2026 and after will be under the 2024 Codes.

Permits issued prior to April 1, 2026 will be under 2018 codes.

Each jurisdiction will have amendments. Whenever possible, amendments will be discussed within this presentation if they apply. However, if an amendment is not included through oversight or error, we assume no liability. We encourage you to contact your building inspector for questions in regards to your project.

Codes that will be Adopted

Intl Residential Code - 2024

Intl Building Code - 2024

Intl Plumbing Code - 2024

Intl Mechanical Code - 2024

Intl Fuel Gas Code - 2024

Intl Existing Building Code - 2024

Intl Property Maintenance Code - 2024

Intl Energy Efficiency Code - 2024

Intl Fire Code - 2024

Intl Swimming Pool and Spa Code - 2024

2017 National Electrical Code

No changes at this time. We anticipate following the State Fire Marshal’s office regarding this update.

International Residential Code

R105.2 Amendment for Smyrna - Fences used as a pool barrier will now need to be permitted. Accessory structures will require permits for anything over 100 sq ft.

R302 Fire Resistant Construction - Addresses fire separation distances. Townhouses; two family dwellings specifically addressed.

Smyrna has amended Table 302.1(1) Exterior walls to be a 2 hr fire resistance rated wall (from a 1 hr) and deleted footnote b entirely.

R310 and R315 Sleeping Lofts

Now Defined (sleeping areas in an intermediate level and open to the room in which the space is located).

Added alarm requirements near sleeping lofts.

New section addressing sleeping lofts

R 317 Garages

R317 & R330 - Added for EV charging stations and automotive lifts in garages.

Stairs

R318 Stairways - ⅜” max/min uniformity requirement applies to flight of stairs (rather than entire stairway).

Also landings exceptions have been expanded to include:

- Landings on a balcony accessed only by a door can be less than 36” measured in the direction of travel

- At exterior doors (other than the egress door) a top landing is not required for an exterior stairway of not more than two risers

R318.7.6 When not serving as the required egress door ,exterior stairs serving a deck, porch or patio shall have a bottom landing width of not less than 36 inches regardless of the width of the stairs.

R318.7.9 Alterations to existing stairways are no longer required to comply with the requirements for new stairs when the existing space and construction does not allow a reduction in stairway pitch or slope

R323 Elevators & Platform lifts

New section regarding residential elevators and platform lifts. Hoistways have been added to this section.

Energy Storage Systems

R329.6.4 - Solar systems (BIPV) are to be marked from below to identify hazardous areas for emergency responders.

R330.4 Systems can be stored in basements and utility spaces if specific requirements are met (similar to a garage)

R330.8 ESS must be protected from vehicle impact no matter where they are located. Specific requirements are listed.

Floors, Decks

R502.11 Framing at the open edge of a floor supporting a required guard assembly shall specifically consider the guard load in their design. Additional requirements for guard post attachment to floor framing. Maximum height of the guard rail would be 44”.

R507.5 Deck beam span tables has been modified and added options for joist spans and cantilevers.

507.9.1.5 Ledger flashing is required when the ledger is attached to the structure. If spaced horizontally from the structure by ¼”, flashing is not required.

Vapor Barrier

R506.3.3 Vapor Retarders are changed back to 6 mil polyethylene or approved vapor barrier

Mechanical / Plumbing

M1305.1.2 Smyrna amended: whenever equipment is located in attic, a pull down or permanent stair is required (no scuttle holes)

M1411 Now includes A2L refrigerants for residential installations.

M1504.3 Exceptions for exhaust now includes at least 1 ft above doors, windows or gravity air intake openings

P2801.5.3 Appliances located in pan to be elevated if there could be potential damage when the pan is filled.

Climatic and Geographic Design Criteria

Ground Snow Load 13 lb.
Wind Speed 90 sustained / 3 second wind gusts up to 115
Topographic Effects No
Special Wind Region No
Windborne debris zone No
Seismic Design D
Weathering Severe
Frost Line 12"
Termite Severe
Ice Barrier No
Air Freezing Index 1500 or less
Flood Hazards In accordance with adopted
Mean Avg. Temp. (F) 60.8
Elevation 545
Latitude 36

International Plumbing Code

306.2.4 Added requirement to install tracer wire in plastic sewer piping.

603.1 per Amendment by all jurisdictions - the minimum size of water pipe 1”.

Good to know

- International **Fire Code -** Appendix B has been adopted
- Sprinklers are still not required in townhouses.
- In the Fire Code, appendix B was adopted, so any homes over 3,600 sq ft must be reviewed by the Smyrna Fire Dept for sprinkle requirements based on fire flow.
- The 2009 Energy Efficiency Tables are still based on the 2009 Energy Efficiency tables per the State Fire Marshals Rules and Regulations (0780-02-23)

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 10.
Department: Finance
Date: January 29, 2026

Subject:
Consideration of an Ordinance relative to a Budget Amendment for Fiscal Year 2026. Second Reading.

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 11.
Department: Legal
Date: January 29, 2026

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

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 12.
Department: Legal
Date: January 29, 2026

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

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 13.
Department: Planning
Date: January 29, 2026

Subject:
Consideration of a Resolution relative to a Plan of Services for property located on Tax Map 35, part of Parcel 81.04.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Summary:
The attached plan of services details the services that would be provided by the Town upon the effective date of the annexation of this property. The Town would be providing all services to this property.

The Planning Commission held a public hearing, reviewed the Plan of Services, and recommended approval.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Resolution #26-2

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:

Arkesh and Neelam Patel
8216 Florence Road

Tax Map 35, part of Parcel 81.04, owned and requested by Arkesh and Neelam Patel. Bordered on the west and north by the US 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.

A. Water

Water services will be provided by the Town of Smyrna.

B. Wastewater

Wastewater services will be provided by the Town of Smyrna upon extension of the wastewater mains to the property by the property owner(s).

C. Streets

1. Emergency maintenance of streets (repair of hazardous chuck holes, measures necessary for traffic flow, etc.) will begin on the effective date of annexation.

2. Routine maintenance, on the same basis as in the present Town limits, will begin in the annexed areas when funds from the State gasoline tax based on the annexed population are received.

3. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the town.

D. Planning and Zoning

The planning and zoning jurisdiction of the Town of Smyrna will extend to the annexed area on the effective date of annexation. Town planning will thereafter encompass the annexed areas.

E. Street Lighting

Street lights will be installed in substantially developed areas within approximately 18 months after the effective date of the annexation, under the standards currently prevailing in the existing Town limits.

F. Recreation

Residents of the annexed areas may use all existing libraries and parks, etc., on and after the effective date of annexation.

G. Street Name Signs

Street name signs where needed will be installed within approximately 18 months after the effective date of annexation.

H. Fire Protection

Fire protection by the present personnel and equipment of the Smyrna Fire Department will be provided on and after the effective date of annexation. Additional personnel and equipment will be provided, if needed, to maintain current standards.

I. Police Protection

Police patrol and response to calls by the Smyrna Police Department will be provided on and after the effective date of the annexation. Police services will be provided with existing personnel and additional personnel will be provided, if needed, to maintain current standards.

J. Traffic Control

Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

K. Refuse Collection

Refuse collection and disposal services shall continue to be provided by private contracts with individual residents.

L. Inspection Services

Any inspection services now provided by the Town of Smyrna will begin in the annexed area on the effective date of the annexation.

Section 2. This Resolution shall be effective from and after its adoption.

ADOPTED THIS ____TH DAY OF FEBRUARY, 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 14.
Department: Planning
Date: January 29, 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. Second Reading.

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

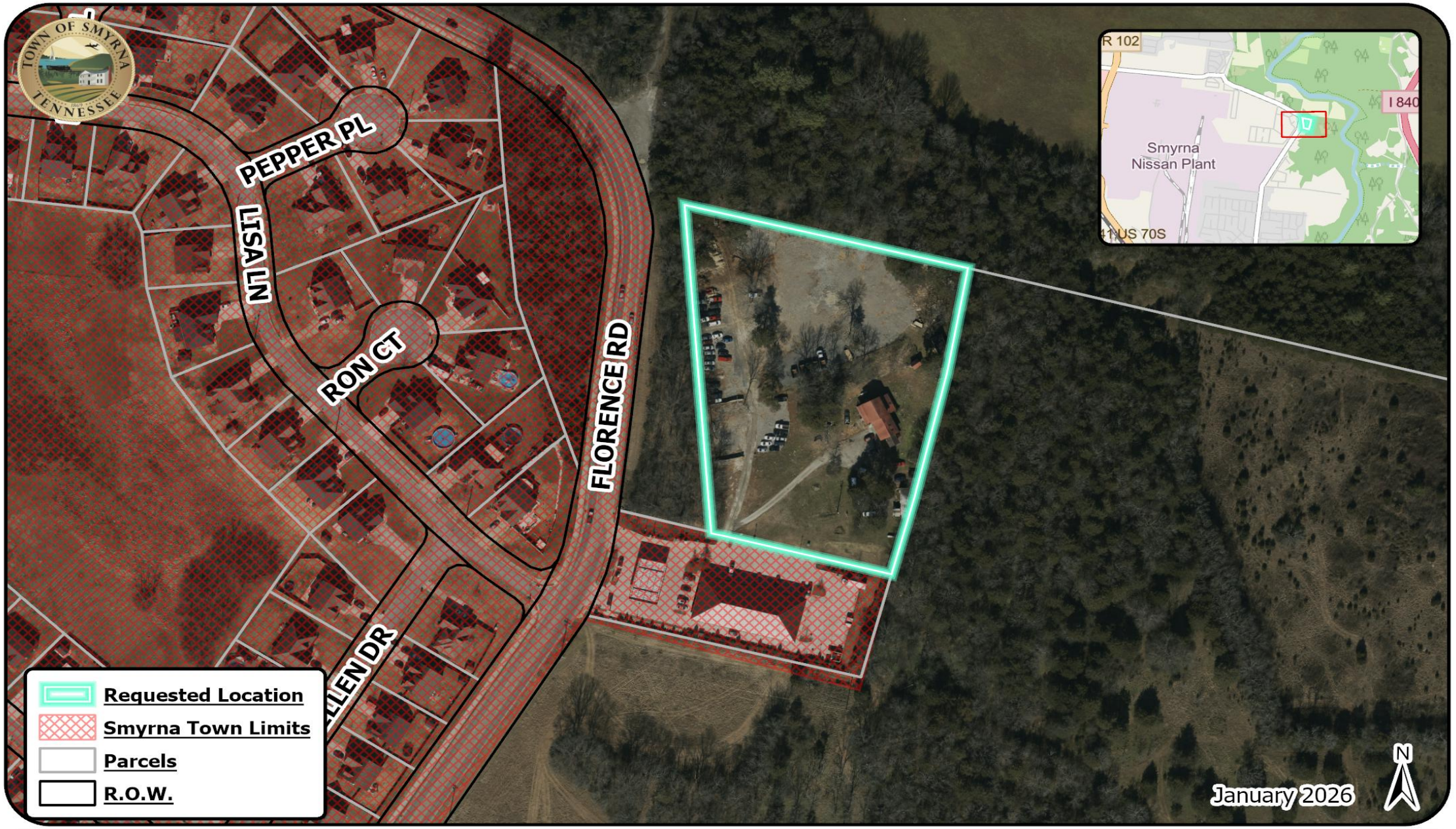
APPLICANT INFORMATION:		
Name/Company: Huddleston-Steele Engineering Inc.		
Street Address: 2115 NW Broad Street		
City: Murfreesboro	State: TN	ZIP: 37129
Email: Redacted	Phone: Redacted	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☐		
Name/Company: Sonny Patel		
Street Address: 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

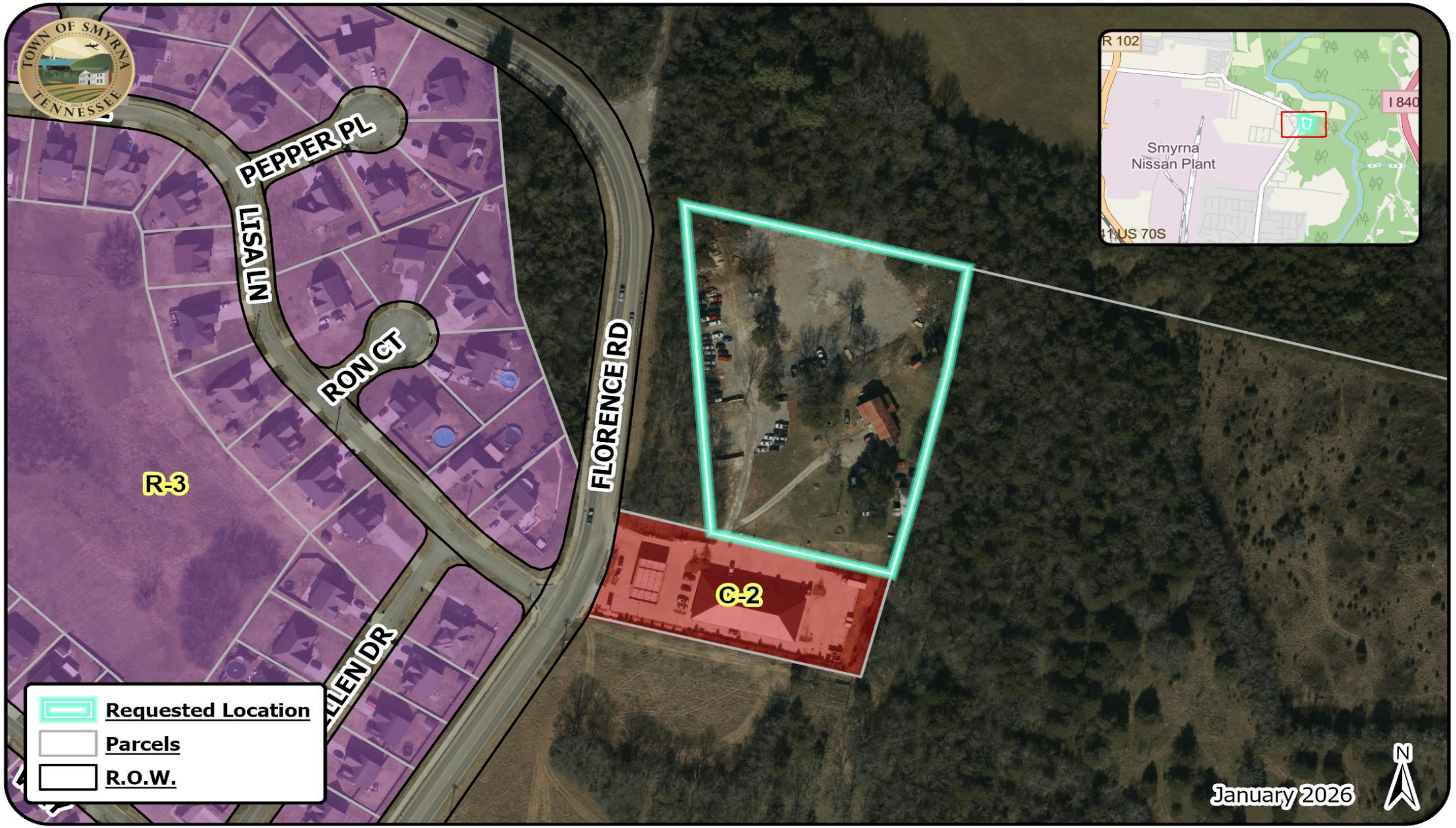
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

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

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ZONING



Map Summary

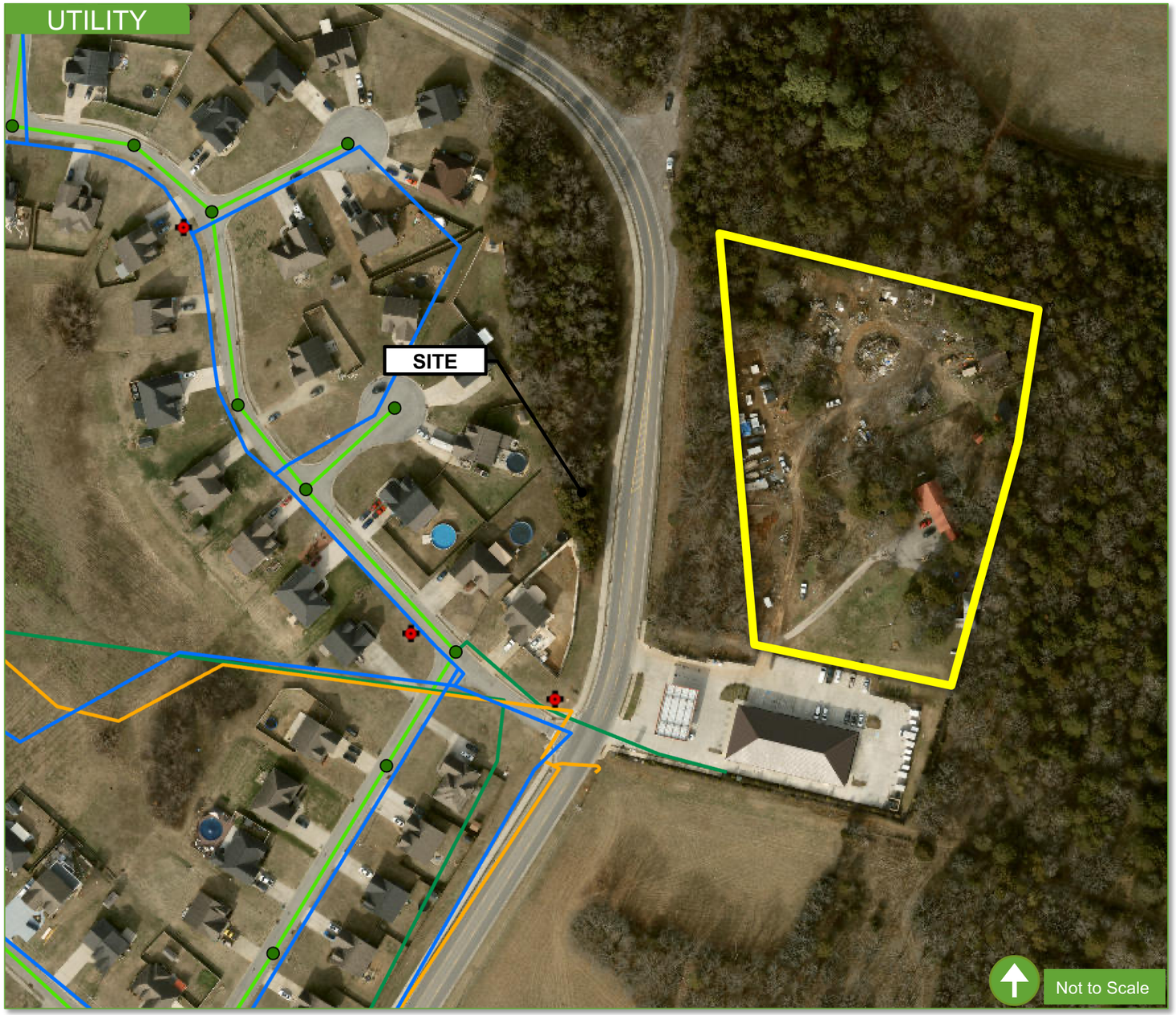
The property is currently zoned RM in Rutherford County. We are requesting PID Zoning in the Town of Smyrna. The surrounding bordering property is zoned RM in the county. To the North and West is Core of Engineer property and will remain undeveloped. The surrounding property to the east and the south 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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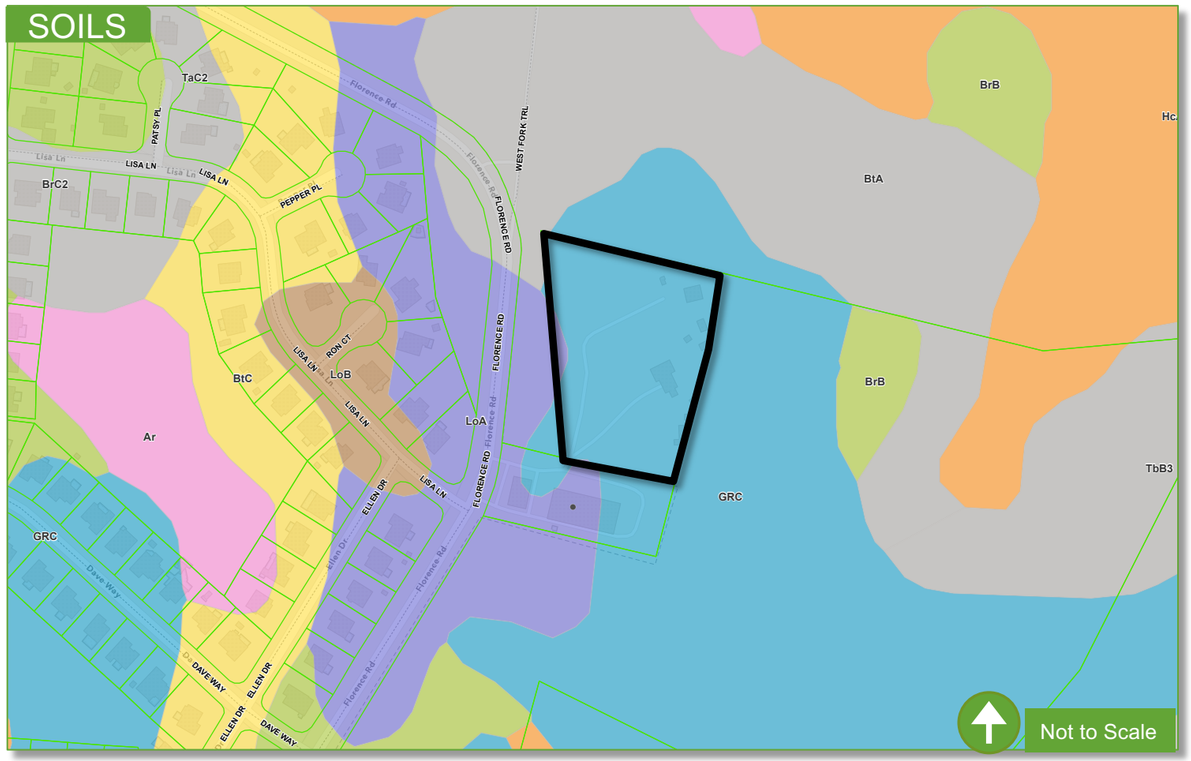


Map Summary

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.

HUDDLESTON-STEELE ENGINEERING, INC.
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SOILS



Legend

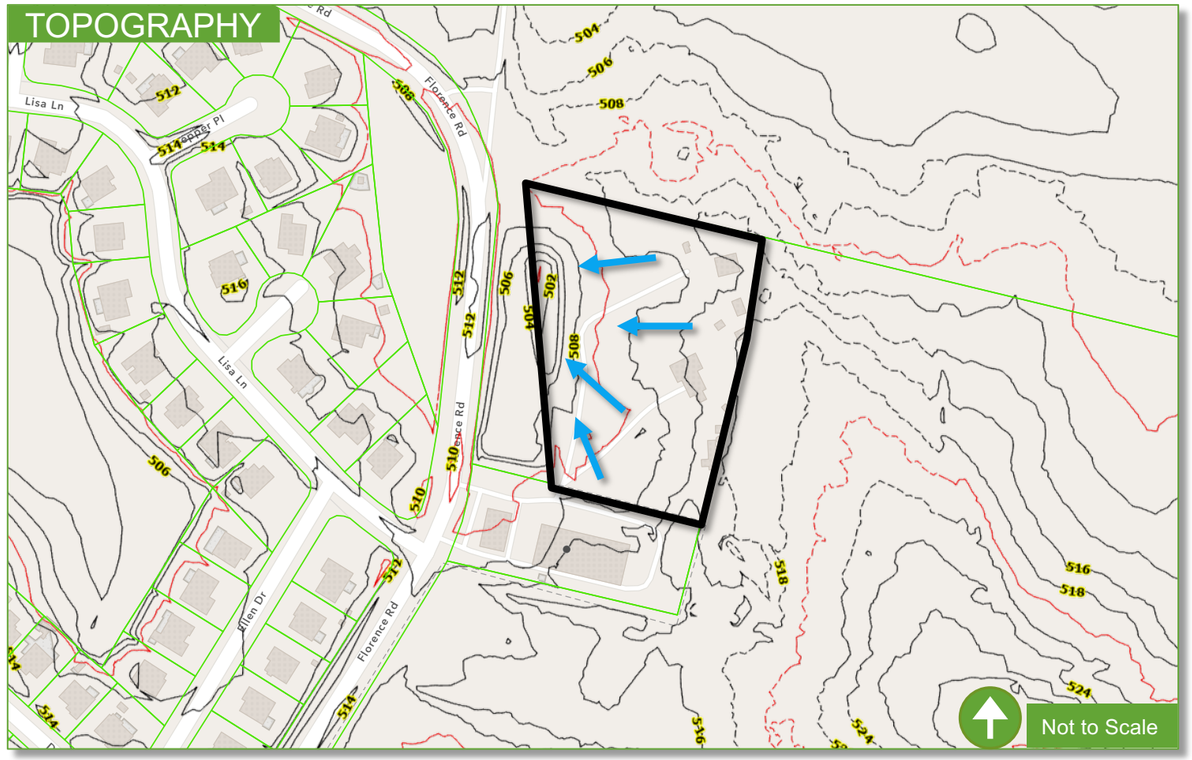
TrC | GRC | Ar | CuB | HcA | Other
BrB | TaB2 | LoB | LoA | BtC

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.

HUDDLESTON-STEELE ENGINEERING, INC.
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Map Summary

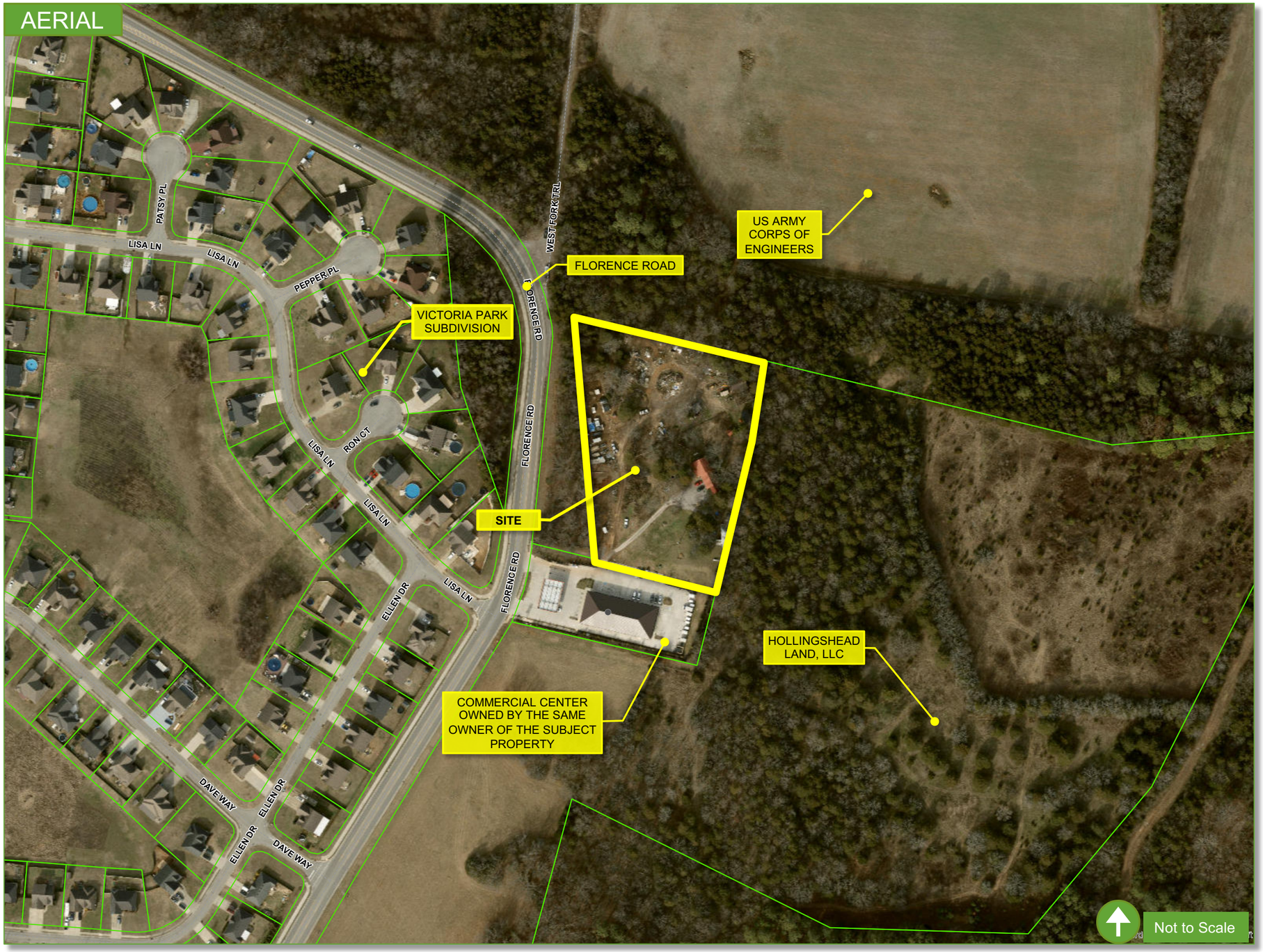
The subject property is on the floodplain and floodway.

Legend

- 500-YEAR FLOODPLAIN
- 100-YEAR FLOODPLAIN
- FLOODWAY

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AERIAL

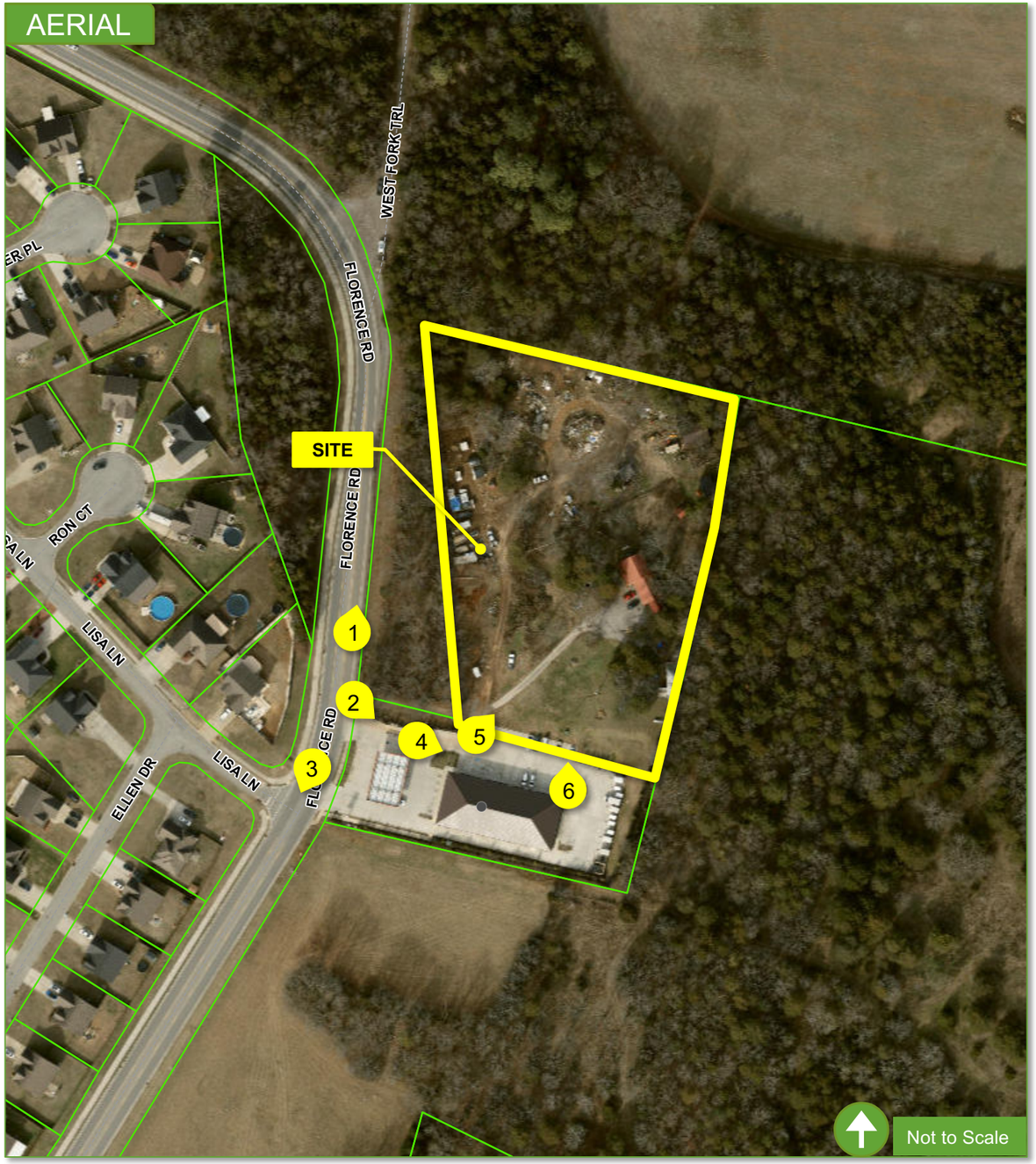


Map Summary

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









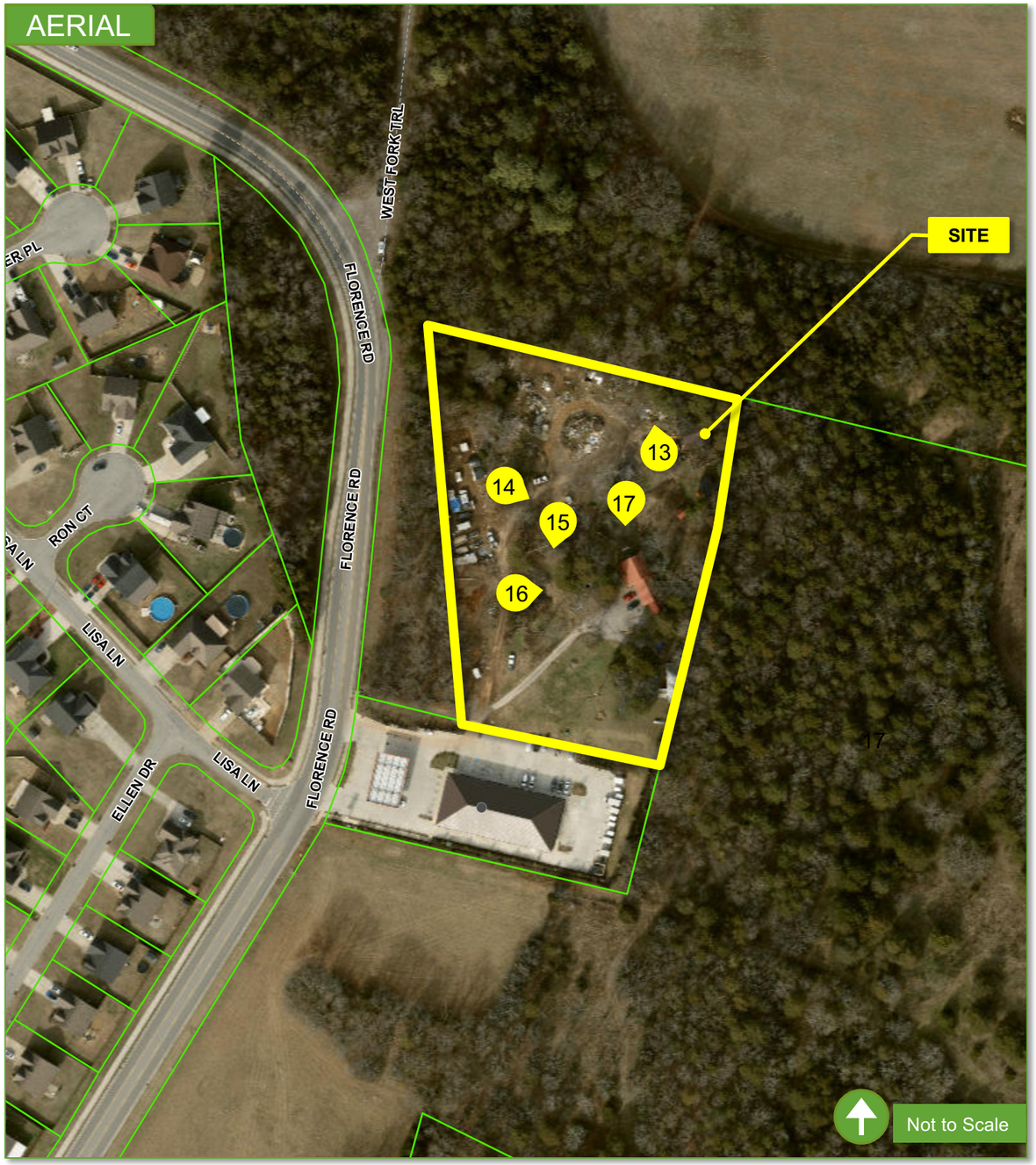






HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

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

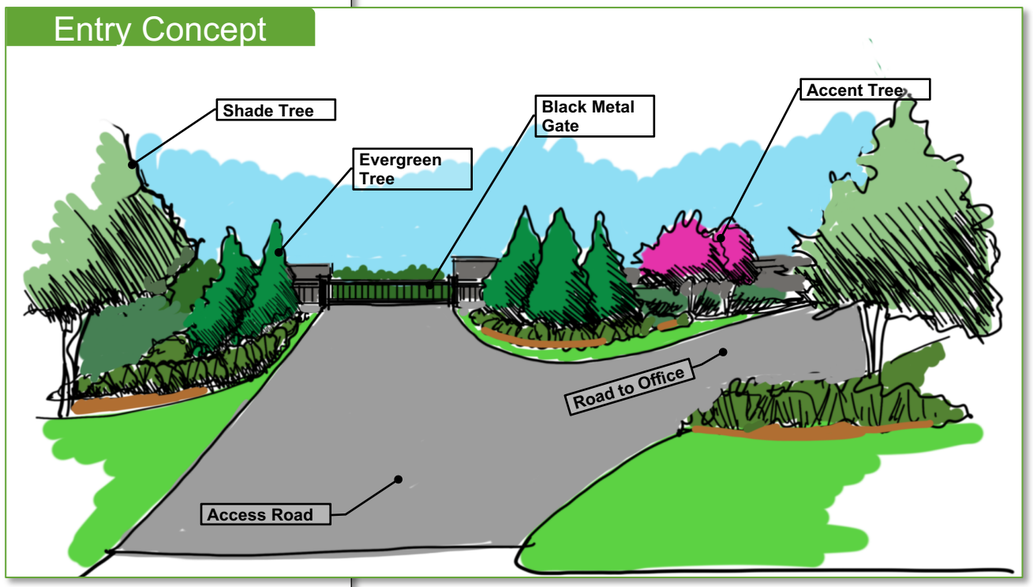
- SELF STORAGE OFFICE
- COVERED STORAGE
- CLOSED STORAGE
- ASPHALT/CONCRETE
- STORMWATER DETENTION
- ENTRY GATE

HUDDLESTON-STEELE ENGINEERING, INC.
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CONCEPTUAL LANDSCAPE



Entry Concept

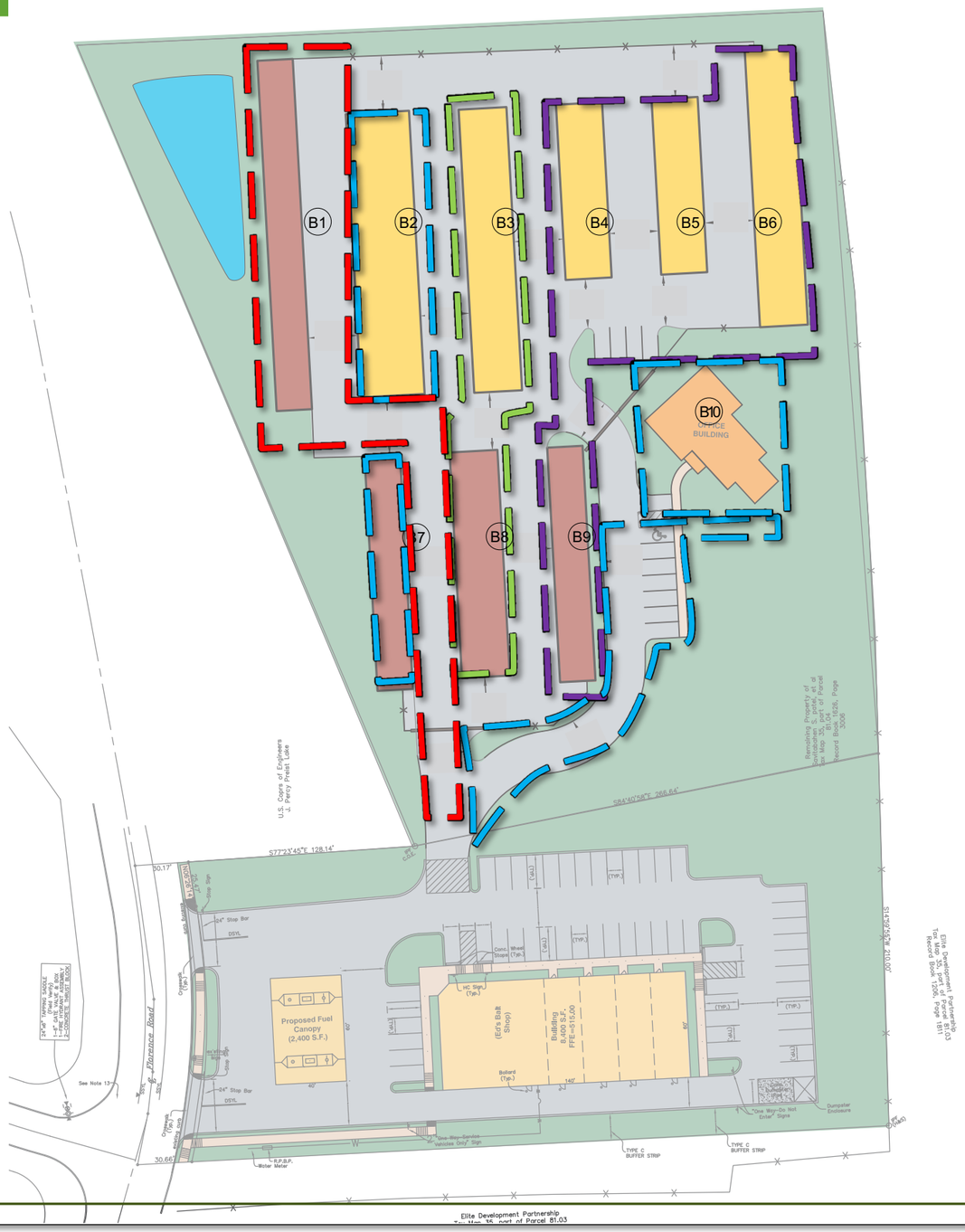


VIEW (A)

Not to Scale

HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

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**

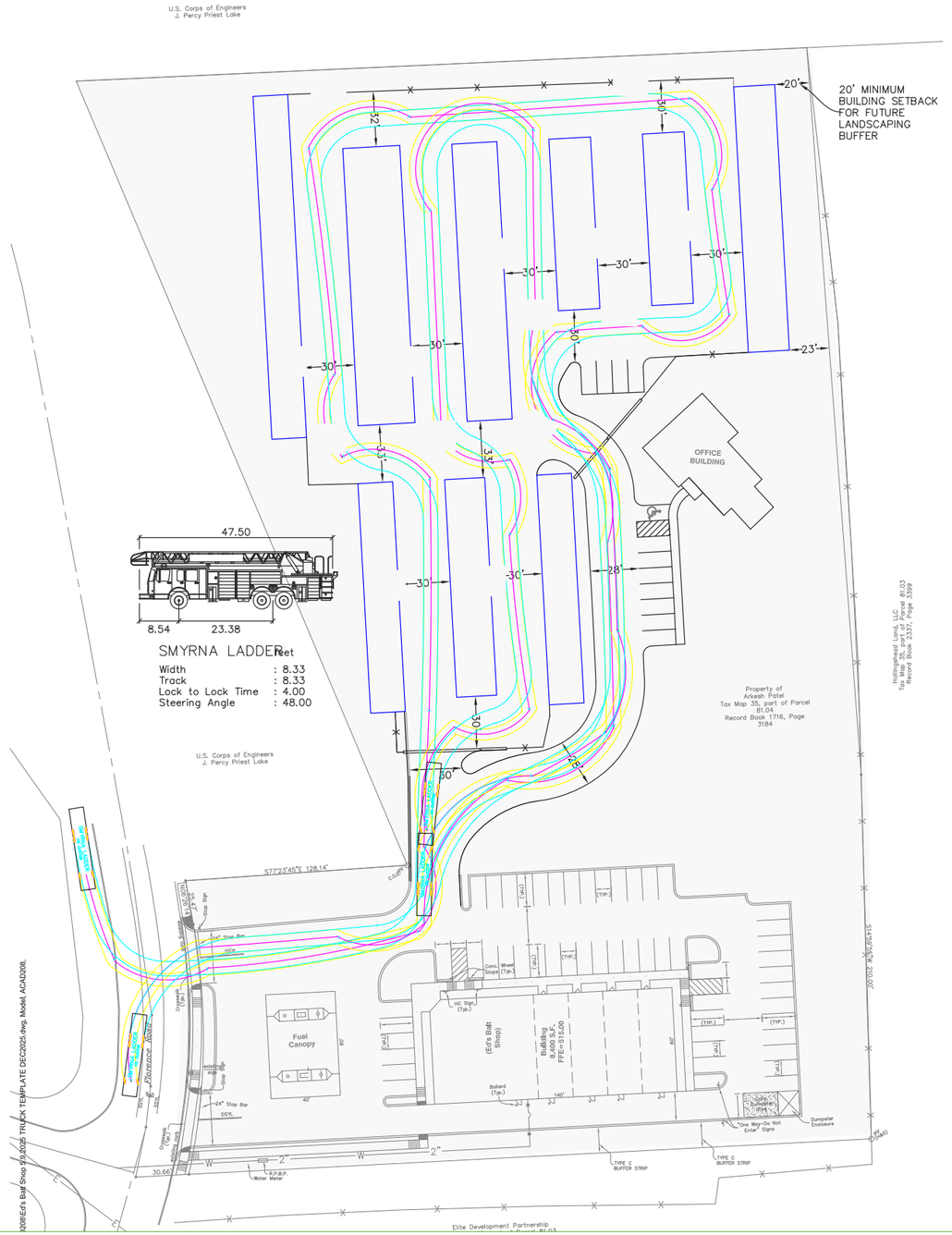
Legend

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4

Not to Scale

HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

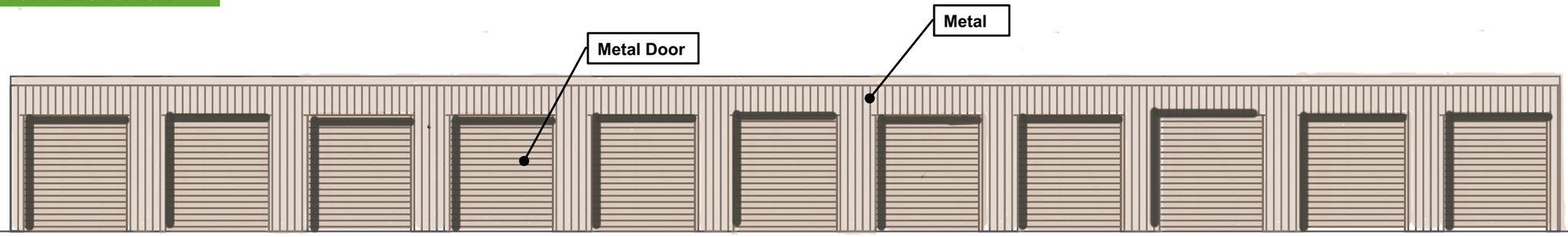
AUTO TURN PLAN



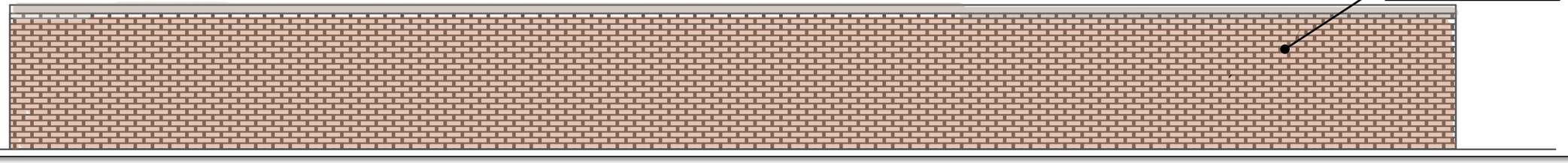
Not to Scale

HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

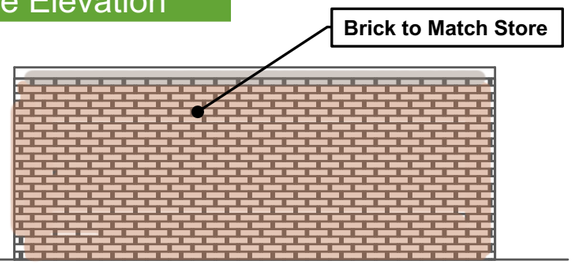
Front Elevation



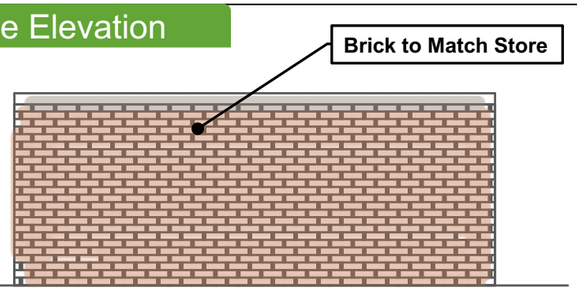
Rear Elevation



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.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
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.

HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
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 15.
Department: Administration
Date: January 29, 2026

Subject:
Consideration of a Resolution in Memorandum of Ordinance #26-7 relative to the annexation and PID zoning of property on Tax Map 35, part of Parcel 81.04.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
A Resolution in Memorandum of any Ordinance passed effectuating annexation of a property is required by law.

Summary:
This is a housekeeping item to accompany Ordinance #26-7.

Recommended Council Action:
Staff recommends approval of the Resolution in Memorandum of Ordinance #26-7.

Attachments:
1. Resolution #26-4

TOWN OF SMYRNA, TENNESSEE
RESOLUTION 26-4

A RESOLUTION in memorandum of Ordinance #26-7 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.

WHEREAS, T.C.A. §6-51-104 requires a resolution for the annexation proposed by a property owner; and

WHEREAS, this Resolution shall mirror the intent and effect of Ordinance #26-7 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.

WHEREAS, Article II, Section 2.01 (35) authorizes the Town Council to exercise and have all other powers, functions, rights, privileges and immunities granted by general law or necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the town and its inhabitants, and all implied powers necessary to carry into execution all powers granted in this charter as fully and completely as if such powers were fully enumerated herein.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Smyrna, as follows:

Section 1. The Town Council hereby resolves to pass Ordinance #26-7 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.

Section 2. This resolution shall take effect immediately upon its adoption, the public health and welfare of the Town of Smyrna requiring it.

ADOPTED by the Town Council the _____ day of _____, 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 16.
Department: Planning
Date: January 29, 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. Second Reading.

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

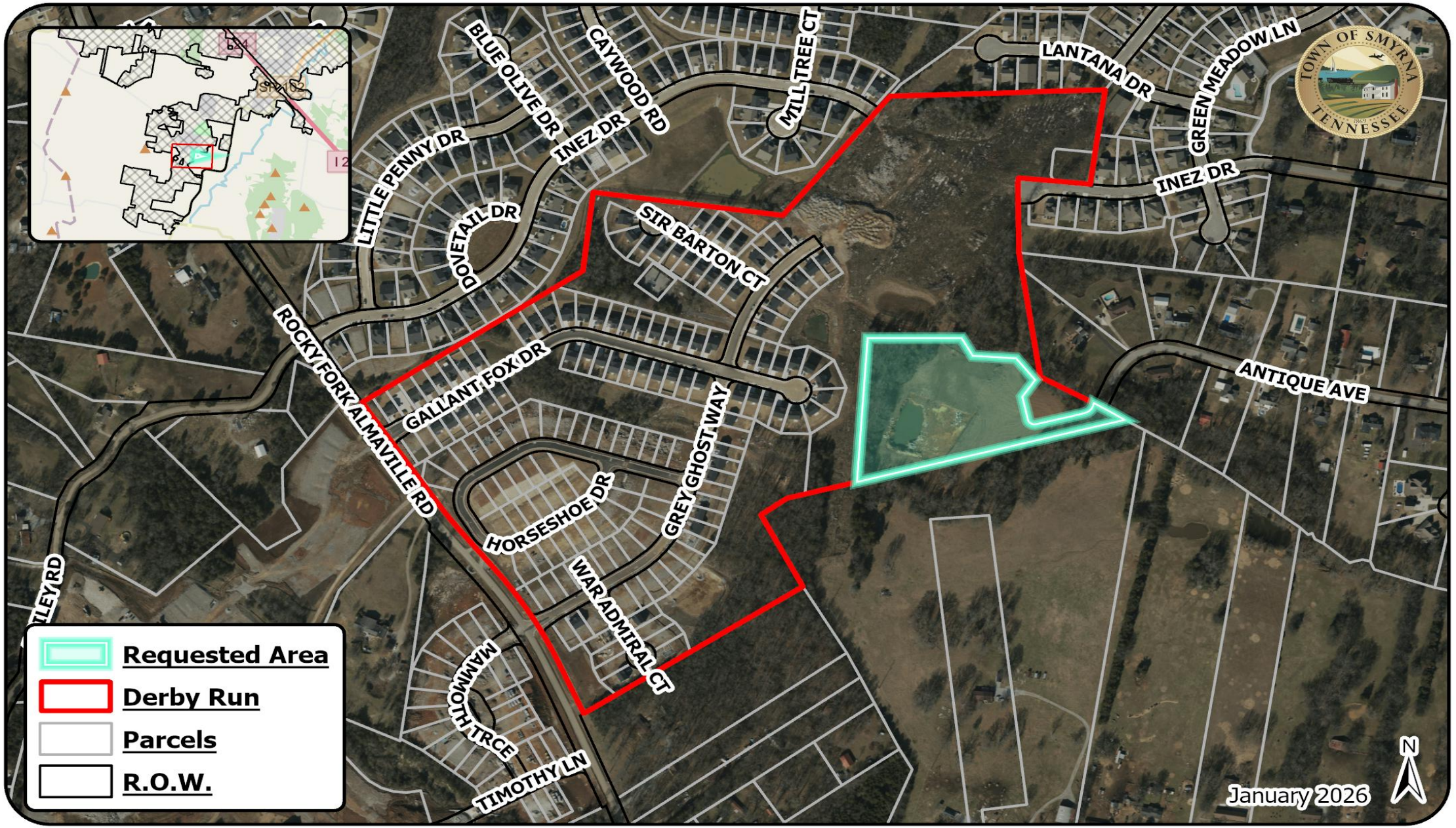
Mike,

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!*
>
> This electronic communication and any attachments are intended solely for the use of the person or entity to which it is addressed, and may contain information that is confidential, privileged and exempt from disclosure under applicable law, including copyright law. If you are not the intended recipient of this message, you are prohibited from



0 335 670 Feet

0 0.07 0.15 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

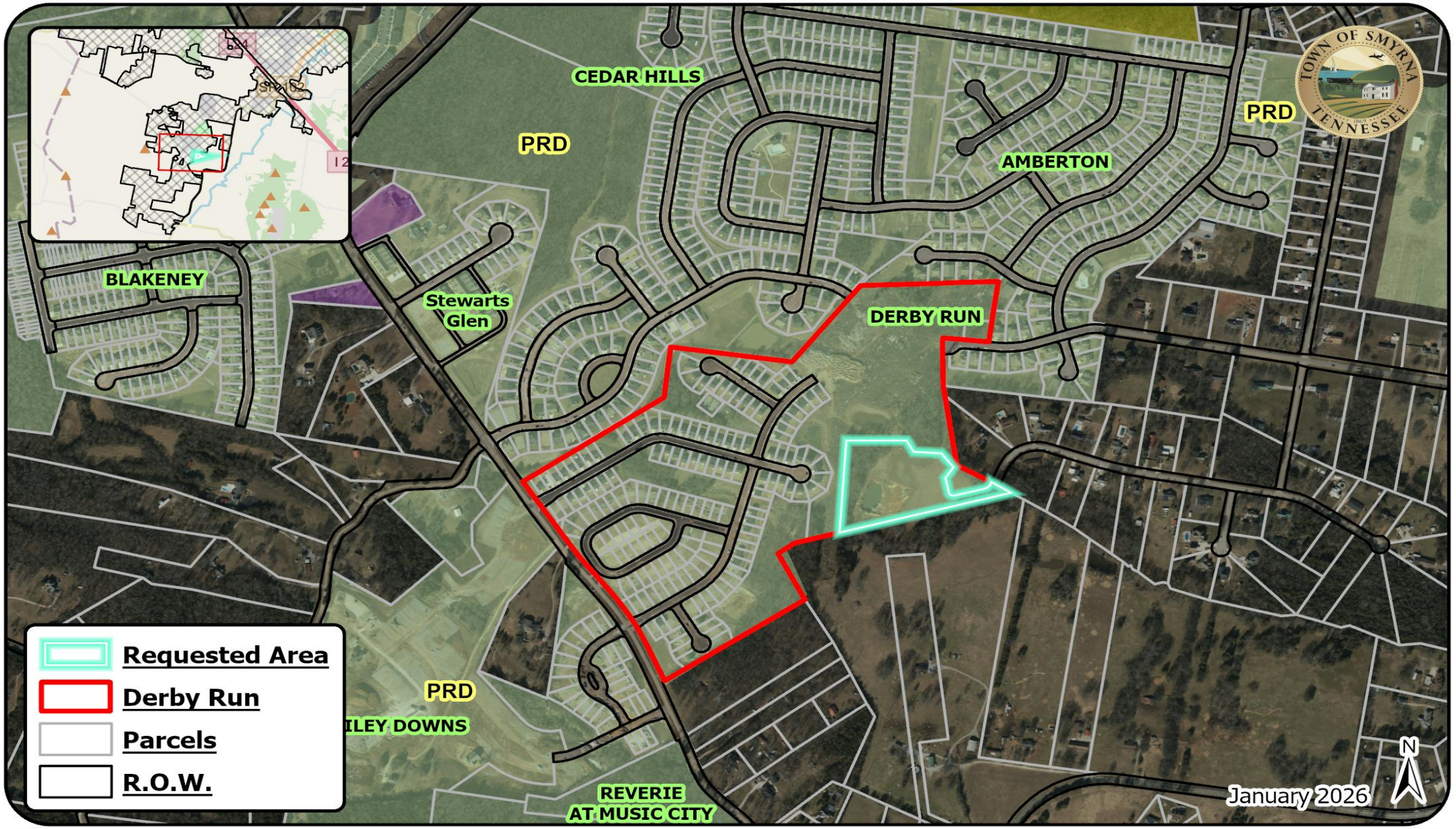
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M2 Group, LLC - Request

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

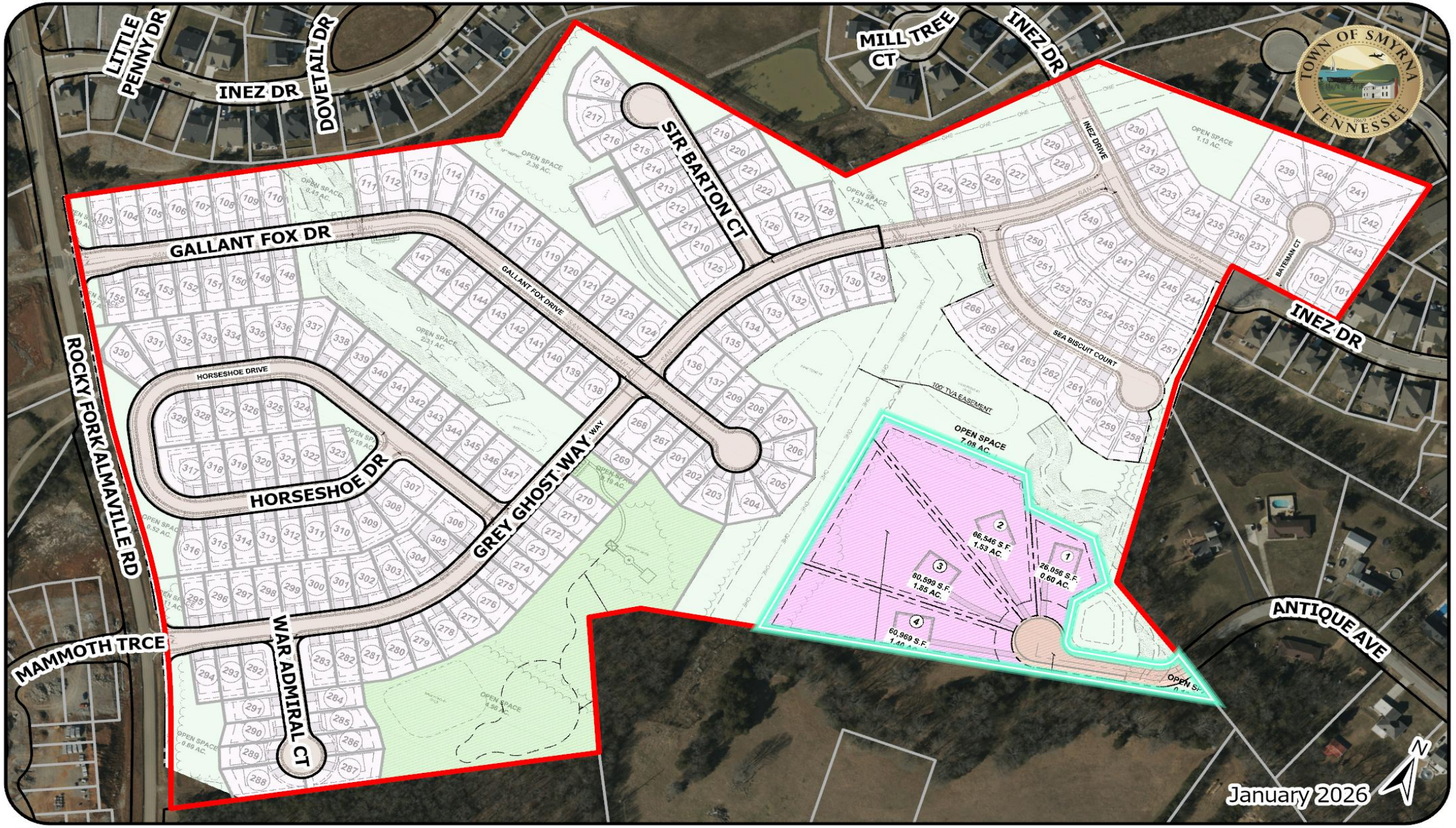
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M2 Group, LLC - Request

PRD Amendment for Estate Lots

Owners: Charter Commercial, LLC

Tax Map: 55
Parcel: 31.00
Acres: +/- 5.5



0 200 400 Feet

0 0.05 0.1 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

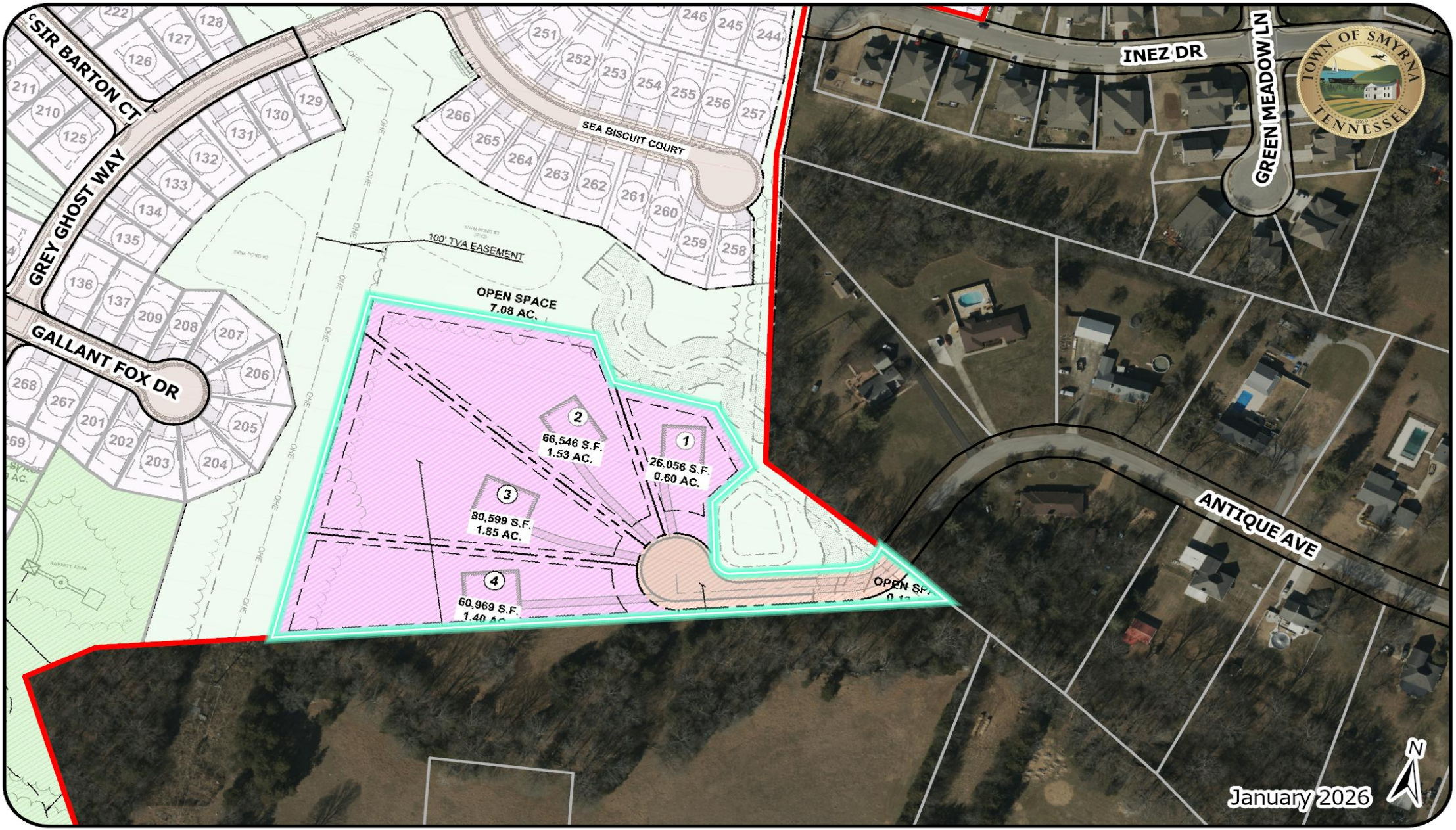
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M2 Group, LLC - Request

PRD Amendment for Estate Lots

Owners: Charter Commercial, LLC

Tax Map: 55
Parcel: 31.00
Acres: +/- 5.5



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

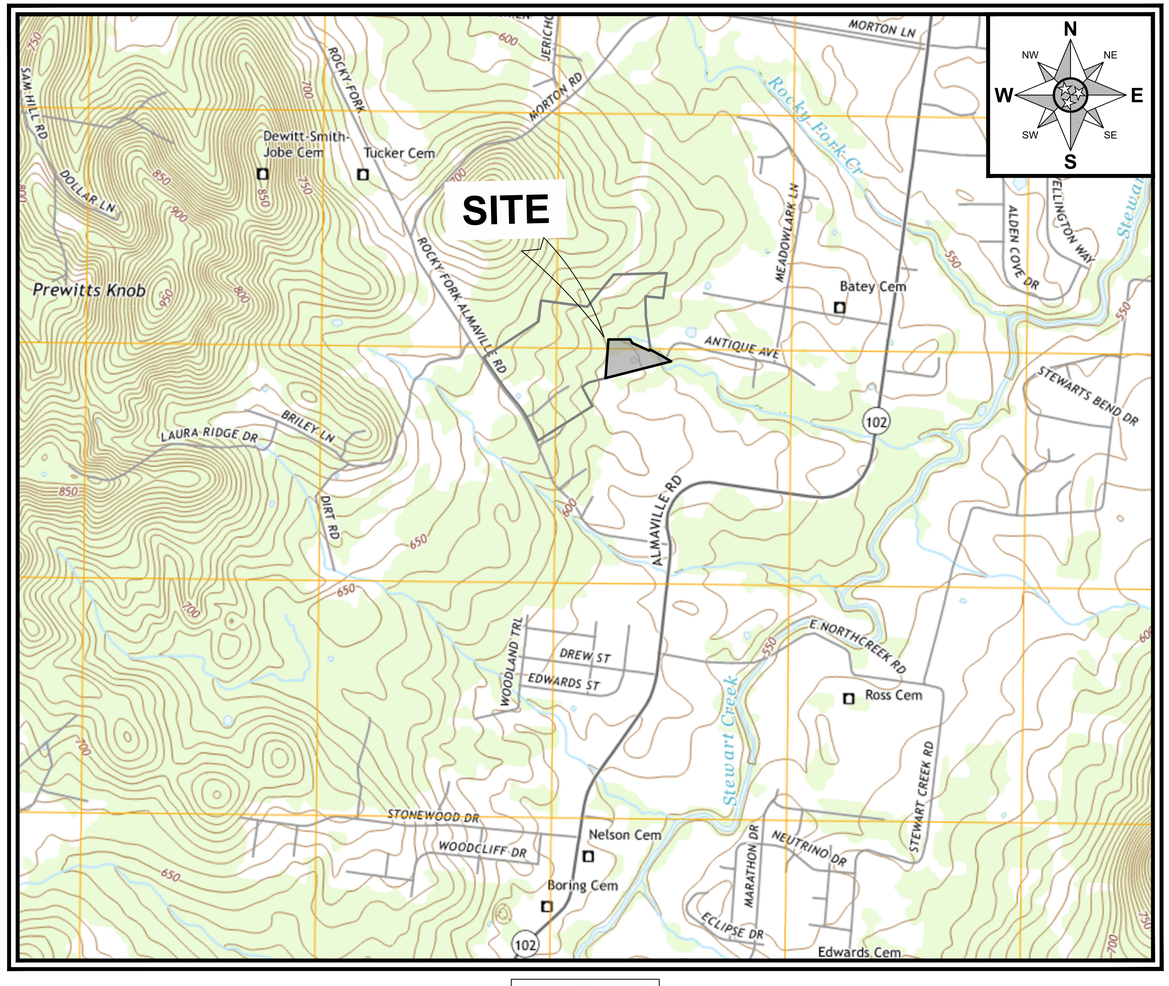
SANITARY SEWER
SMYRNA UTILITIES
CONTACT: MARK PARKER
315 SOUTH LOWRY STREET
SMYRNA, TN 37167
PHONE: 615-459-9742, EXT. 2110

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
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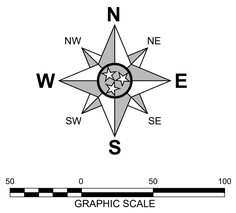
COVER SHEET

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*
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- *SAN — EXISTING SANITARY SEWER LINE*
- *FM — EXISTING FORCEMAIN LINE*
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- *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

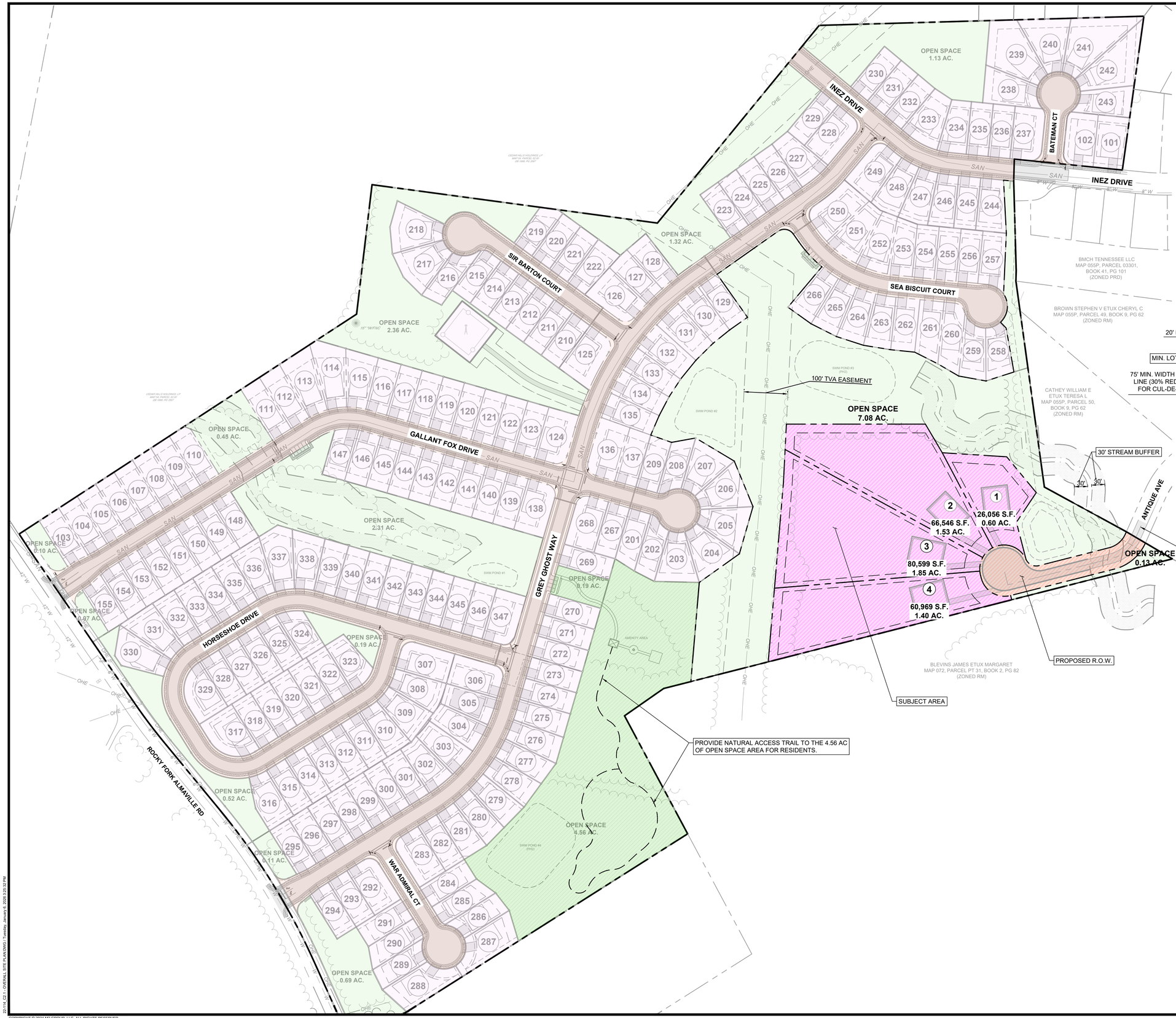
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EXISTING CONDITIONS

DATE :	JANUARY 7, 2026	DRAWN BY :	TGT
PROJECT NO. :	22-114	CHECKED BY :	MSC

SHEET NUMBER:
C1.0

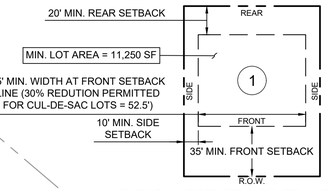
22-114, C1.0 - EXISTING CONDITIONS.DWG | Tuesday, January 6, 2026 3:25:07 PM
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OPEN SPACE NOTES:

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.

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 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

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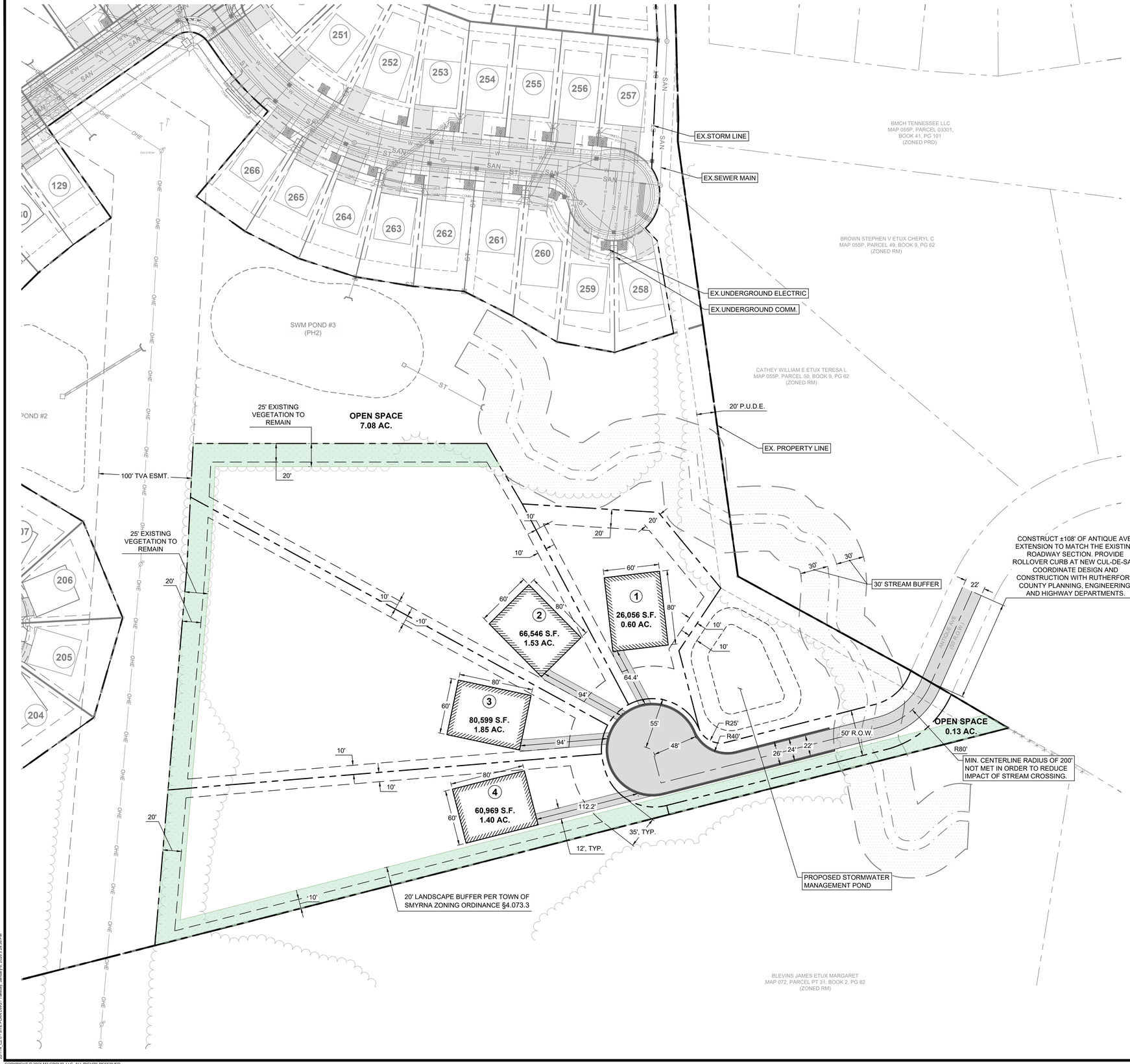
OVERALL SITE PLAN

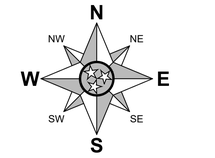
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CHECKED BY :	MSC
DATE :	JANUARY 7, 2026
PROJECT NO. :	22-114

SHEET NUMBER:
C2.0

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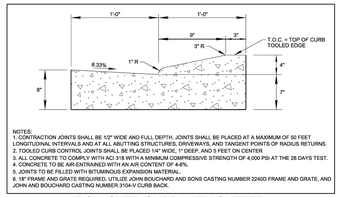
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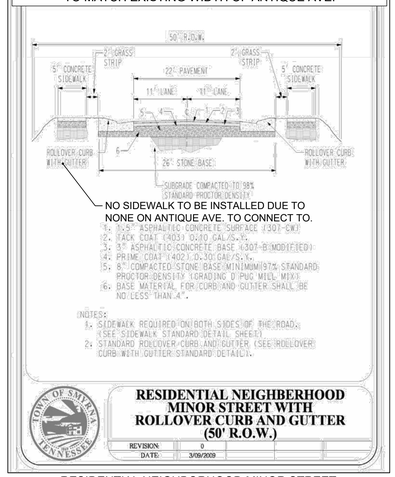
GRAPHIC SCALE



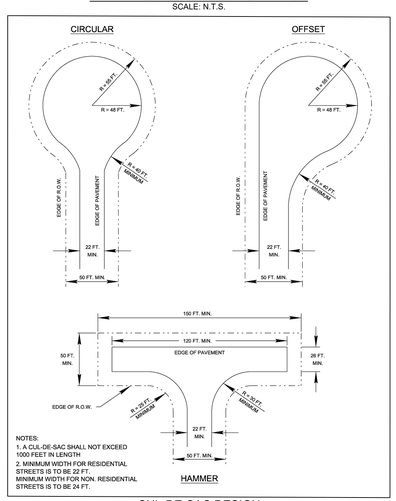
NOTES:
1. CONTRACTION JOINTS SHALL BE 1/3" WIDE AND FULL DEPTH. JOINTS SHALL BE PLACED AT A MAXIMUM OF 50 FEET LONGITUDINAL INTERVALS AND AT ALL ABUTTING STRUCTURES, DRIVEWAYS, AND TANGENT POINTS OF RADIUS RETURNS.
2. TOOLED CURB CONTROL JOINTS SHALL BE PLACED 1/4" WIDE, 1" DEEP, AND 5 FEET ON CENTER.
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.

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#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

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SITE PLAN

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DATE :	JANUARY 7, 2026
PROJECT NO. :	22-114

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N
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*
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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
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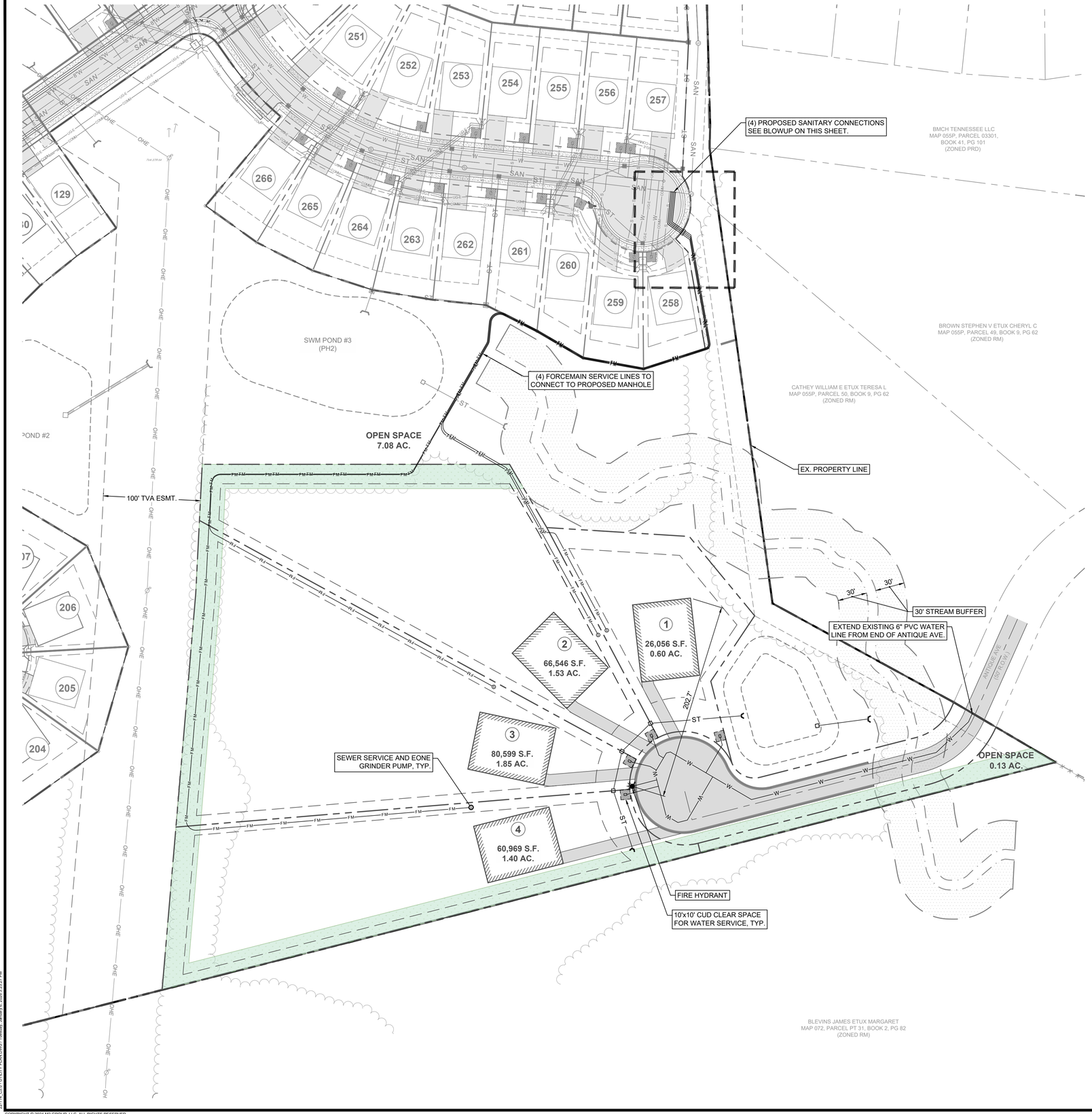
GRADING & DRAINAGE PLAN

DATE :	JANUARY 7, 2026	DRAWN BY :	TGT
PROJECT NO. :	22-114	CHECKED BY :	MSC

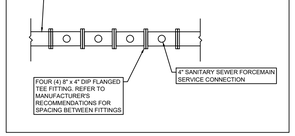
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C3.0

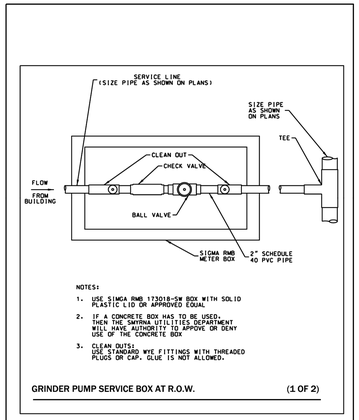
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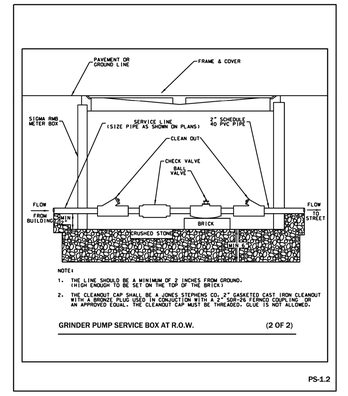
22-114_CI.D - GRADING & DRAINAGE.DWG | Tuesday, January 6, 2026 3:25:52 PM

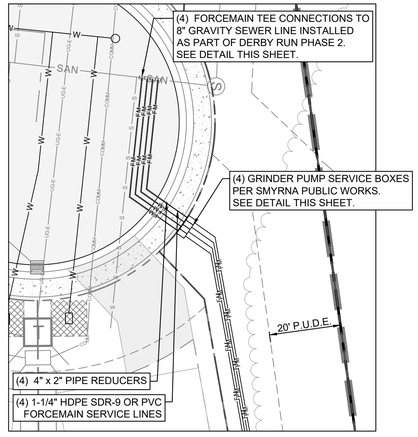


DUCTILE IRON FLANGED TEE SERVICE CONNECTION FOR SANITARY SEWER FORCEMAIN



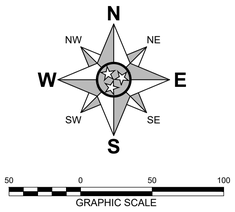






FORCEMAIN CONNECTION BLOWUP

SCALE: 1" = 20'



LEGEND:

- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING ADJACENT PROPERTY LINE
- EXISTING EASEMENT
- SAN — EXISTING SANITARY SEWER LINE
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MICHAEL S. CAMPBELL
REGISTERED LANDSCAPE ARCHITECT
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LIVING
STATE OF TENNESSEE
01/07/2026

AMENDED PRD FOR: DERBY RUN

ROCKY FORK ALMAVILLE ROAD
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MAP 54, PARCEL 53, 54, 55, 58.01;
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UTILITY PLAN

DATE :	JANUARY 7, 2026	DRAWN BY :	TGT
PROJECT NO. :	22-114	CHECKED BY :	MSC

SHEET NUMBER:

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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 17.
Department: Planning
Date: January 29, 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. Second Reading.

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 18.
Department: Planning
Date: January 29, 2026

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

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 19.
Department: Planning
Date: January 29, 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. Second Reading.

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 20.
Department: Planning
Date: January 29, 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. Second Reading.

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.