TOWN OF SMYRNA
TOWN COUNCIL WORKSHOP
February 26, 2026
Town Hall
5:00 PM

Proposed Consent Agenda (Items 1-9)

Items for Discussion

1. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Pyrotecnico for the Town's annual Independence Day Celebration firework display.

2. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Monitoring & Management Services relative to the Fats, Oils & Grease Program.

3. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Barton Lawn Care for mowing of Non-Parks properties within the Town.

4. Approval of the terms of, and authorization for the Mayor to execute, a contract extension with TDOT for the Enon Springs Sidewalk Replacement Project.

5. Approval of the terms of, and authorization for the Mayor to execute, a contract amendment with Gresham Smith for Roadway and Signal Design services for the Rock Springs Road at Old Nashville Highway intersection improvements.

6. Approval of the terms of, and authorization for the Mayor to execute, an amendment to the Lease with Rutherford County, Tennessee for property located at 440 Enon Springs Road East.

7. Approval of the terms of, and authorization for the Mayor to execute, an agreement with the Tennessee Rehab Center allowing the Parks Department to use the recreation field area.

8. Approval of the terms of, and authorization for the Mayor to execute, an agreement for the Smyrna Outdoor Adventure Center Fall Exhibit, "Sonic Sensation."

9. Consideration and approval of the Smyrna Parks and Recreation 5-Year Master Plan.

10. Consideration of a Resolution in support of Parks and Recreation's FY2026 $3,000,000 application to the Local Parks and Recreation Fund by the Tennessee Department of Environment and Conservation.

11. Consideration of a Resolution to request unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act.

12. Consideration of an Ordinance relative to the amendment of the existing PRD to PUD for property located on Tax Map 28, Parcels 44.07, 44.26, and 44.32 owned by Vintage Harbor Brook, LLC, Vintage Smyrna Block 1 Owner, LLC, and Vester

Waldron Family Limited Partnership, LLC containing 91.66 acres. The properties requested are located on Needham Drive, White Birch Avenue, and Old Nashville Highway. Second Reading

13. Consideration of an Ordinance relative to the rezoning of Tax Map 51, Parcel 8.26, from PRD to R-3 requested by Hollingshead Land, LLC. The property requested to be rezoned contains approximately 12.94 acres and is located south of Lee Road. Second Reading

14. Consideration of an Ordinance relative to the annexation and PRD zoning of property located on Tax Map 54, Parcels 20.00, 20.01, and 3.04 requested by Catalyst Design Group on behalf of the property owners containing 102 acres. The properties are located at 7025 Del Thomas Road.

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

16. Consideration of an Ordinance amending the Smyrna Municipal Code Title 7 relative to the adoption of the 2024 International Fire Code.

17. Consideration of the annual appointment to various Board and Committee vacancies.

Public Comment.
Note: The Town's Public Comment Period shall be reserved for those citizens that have signed up to address the Town Council, or a Board or Committee, at least 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: Fire Department
Date: February 26, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Pyrotecnico for the Town's annual Independence Day Celebration firework display.

Fiscal Impact:
The proposed contract is for 3 years at the following amounts:
2026 - $43,000
2027 - $43,000
2028 - $45,000
This item is budgeted annually and is within the budgeted amount.

Optional add-ons:
Additional low-level displays (10 cake-style displays per position) - $2000 per position
These displays are approximately 100-200’ off the ground and help provide another layer to the display
Some of these types of display are incorporated into the main body bid
Drone light show introduction - $30,000 to $50,000 (based on drone count and length)
The typical show will be approximately 5-10 minutes and consists of between 200 and 500 drones.
Additional shells - Varies per shell. Show averages to roughly $2,000 per minute.

Contract Type:
Original Contract

Contract Term (if applicable):
Proposed three (3) year term.

Background:
The Town solicited bids for the annual Independence Day fireworks display in accordance with municipal procurement policies. The fireworks display is a long-standing community event that provides a safe, professionally managed celebration for residents and visitors.

Sealed bids were received and reviewed for compliance with specifications, licensing, insurance requirements, safety record, experience, and total cost, by 3 separate evaluators. After evaluation, Pyrotecnico was determined to be the lowest responsible

and responsive bidder, meeting all bid requirements and safety standards.

Summary:
The proposed contract includes:

- A professionally choreographed fireworks display of approximately 20 minutes in length
- Compliance with all applicable federal, state, and local regulations
- Required insurance coverage and licensed pyrotechnic operators
- Coordination with local public safety agencies
- Site setup, firing, and post-event cleanup

The bid amounts are within the approved budget allocation for the annual fireworks event. Additionally, Pyrotechnico provided options that could be added or excluded on an annual basis, above the bid amount. If mutually agreed upon, this contract can be extended under the same terms and conditions for two additional 1-year terms. Staff will coordinate with Pyrotecnico to create a final show design and music selection.

Recommended Council Action:
Staff recommends that the Town Council approve the bid and authorize the Mayor to execute a contract with Pyrotecnico for the annual fireworks display.

Attachments:
1. Pyrotecnico Independance Day Proposal
2. Town Agreement
3. Pyrotecnico Agreement
4. 2026 Fireworks Display Services RFP Evaluation Summary

Town of Smyrna, TN
Independence Day Celebration
July 2nd 2026

800.854.4705 • WWW.PYROTECNICO.COM

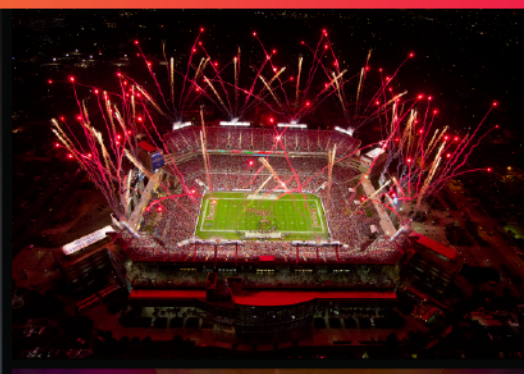
OUR CORE VALUES

We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnician's for your event.

YOUR EVENT TEAM



Stephen Vitale - President & CEO - svitale@pyrotecnico.com
As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Rocco Vitale - Vice President Live Events - rvitale@pyrotecnico.com
Rocco designs all shows and creative aspects of productions. Rocco has been in the business for 20 years.

Mark Devincentis - Chief Financial Officer - mdevincentis@pyrotecnico.com
Mark oversees Pyrotecnico's accounting department, and handles Pyrotecnico's daily finances, insurance, and billing.

Justin Pruett - Regional Manager South - jpruett@pyrotecnico.com
Justin oversees regional operations and client accounts, making sure that all aspects of your program are completed in a timely manner.

Matt Reep - Account Manager - Tennessee- Mreep@pyrotecnico.com
Matt serves as your primary point of contact and oversees the booking and execution of all displays. He works closely with our production team to ensure all pre-planning elements are in place.

Mary Killingsworth - Executive/Sales Assistant - mkillingsworth@pyrotecnico.com
Mary aids Justin in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.

Smyrna Tennessee Indépendance Day Celebration
Event: Independence Day Celebration
Date: July 2nd, 2026
Time: 9:00pm
Location: Smyrna Golf Course
Duration: 20 Minutes
Budget: Package outlines the cost and effects of the fireworks show

We are excited to present this proposal and honored to have the potential opportunity to design Smyrna's July 2nd fireworks show. Our team approaches every production with the same level of expertise and passion that we applied to the Top Gun show, and we are committed to bringing that same standard of excellence to this celebration. This is more than just a display — it is an experience designed to unite the community, honor America's 250th birthday, and create memories that last long after the final shell has faded from the sky.

From start to finish, this proposal represents the collaboration of every part of our team. Our soundtrack specialists set the rhythm and emotion of the night, our design team crafts the creative sequences, and our technicians ensure flawless execution. Just like the Top Gun event, the shell count outlined here serves as a framework; as we refine the design, working with the team at Smyrna, those numbers may shift slightly. What will not change is our unwavering focus on maximizing the show's impact and delivering the very best possible performance for the community.

To achieve that, we've carefully curated a wide range of shells — from small, quick bursts to the largest, most dramatic display shells — ensuring that no matter where spectators are gathered, everyone enjoys the same breathtaking experience. We are proud to feature shells from around the globe and able to include American-made and Italian made shells, each selected for their artistry, precision, and quality. This combination guarantees a show that not only delivers variety and depth but also reflects the significance of America's 250th birthday with the level of excellence it deserves.

Finally, we want to thank the Town of Smyrna for considering us for this milestone celebration. This show means so much to our team, and we are eager to bring our creativity, energy, and expertise to an event that will stand out as one of the most memorable July 4th celebrations in the region. With your trust, we will deliver a July 2nd show that embodies pride, tradition, and innovation — a true tribute to Smyrna and to America's historic 250th birthday. Simply put, no one is more prepared or more passionate about making this celebration unforgettable than our team.

Thank You for your consideration,

Matthew Reep

Matthew Reep
931-349-9454
mreep@pyrotecnico.com

PROPOSAL

Client: Town of Smyrna, TN
Event Date: July 2nd, 2026
Prepared for: Beth Morris "Purchasing Specialist - Town of Smyrna"

Contract Terms: 50% deposit due upon signing of contract. The balance is due 10 days after Completion of the display

This Presentation Includes:

- **Comprehensive Insurance Coverage** – $10 million general liability insurance, $10 million in commercial transportation insurance, and full state worker's compensation to ensure total protection and peace of mind.

- **Licensed & Experienced Technicians** – All shows are executed by state-licensed, professionally trained technicians who uphold the highest standards of safety and precision

- **World-Class Product Selection** – A wide variety of top-quality shells and special effects sourced from around the globe, including premier American-made products, to guarantee diversity, quality, and impact.

- **Seamless Transportation & Logistics** – All transportation and delivery included, handled by our own commercially licensed drivers for safe, efficient, and reliable delivery.

- **Safety & Compliance** – All necessary safety precautions implemented on site, with full support in securing local and state firework display permits to ensure a smooth approval process.

- **Choreographed Fireworks Display** – A 20 minute, multi-position fireworks show, fully choreographed to music and pre-approved through a 3-D rendering. This rendering allows your team to preview the full design in advance and request adjustments before the show is finalized.

- **Special Effects Enhancements** – A dynamic layer of effects woven throughout the show, including specialized one-shots for dramatic accents, synchronized color chases across multiple positions, and bold ground-level flourishes that work together to heighten the intensity and bring the choreography to life.

Opening Presentation

The Opening Presentation ignites the night with a breathtaking burst of color and sound, immediately drawing the audience into the celebration. A thrilling "mini-finale" follows, amplifying excitement and building momentum, setting the stage for a spectacular display that proudly honors the spirit and grandeur of America's 250th birthday.

50 – 3-Inch Assorted Color-Changing Star Shells – Quick, sparkling bursts that add lively accents and bring the choreography to life.

35 – 4-Inch Assorted Color-Changing Star Shells – Medium-sized bursts with rich, evolving colors that enhance the musical flow and keep the audience engaged.

20 – 5-Inch Assorted Color-Changing Star Shells – Dramatic, larger bursts that create bold focal points and elevate the intensity of the show.

15 – 6-Inch Assorted Color-Changing Star Shells – High-impact shells with vibrant color transformations that create unforgettable highlights in the sky.

3 – 8-Inch Assorted Color-Changing Star Shells – The grandest bursts of the display, producing sweeping, breathtaking color effects that serve as climactic moments and leave the audience in awe.

Special Effect Barrages

Special Effects Barrages will take your display to the next level. Synchronized one-shots, dynamic color chases, and bold ground- and aerial-level effects create nonstop excitement, keeping the audience on the edge of their seats. Each sequence is designed to amplify the music, enhance the choreography, and deliver jaw-dropping moments, with every burst carefully timed to maximize impact and color for a one-of-a-kind presentation that thrills from start to finish.

10 – 300-Shot Colorful Firework Barrages – Exploding in rapid succession, these vibrant bursts create a dynamic wall of color that captures the audience's attention and sets the tone for the show.

15 – 150-Shot Assorted Color Firework Barrages – A diverse mix of colors and patterns, choreographed to complement the music, providing continuous excitement and visual variety throughout the display.

75 – 30mm / 1-Inch Single-Shot Aerial Effects – Precision bursts that punctuate the choreography, adding sparkle and rhythm to the show's musical flow.

20 – 25-Shot - 30-Second Specialty Firework Devices – Long-duration effects designed to create awe-inspiring moments in the sky, giving the audience a sense of wonder and grandeur.

*Products and shell counts may be refined during the design phase, pending Smyrna's approval of the final 3-D renderings

Main Body

The Body Presentation drives the show, perfectly timed to the music with each scene flowing seamlessly into the next. Balanced pacing and nonstop action keep the audience captivated, while dazzling color combinations – like Violet & Lemon, Aqua & Pink, and classic Red, White & Blue – are paired with spectacular effects such as Crossettes, Twittering Glitters, Rings, and Color-Changing Chrysanthemums. Every burst of light and color is carefully choreographed to reflect the energy and emotion of the soundtrack, creating a dynamic, immersive experience in the sky.

380 – 3-Inch Assorted Aerial Display Shells
These quick, sparkling bursts add lively accents throughout the show, creating energy and rhythm in perfect harmony with the music. Firing Options: Individually or in combination flights of 2, 3, 5, or 10 shells to create dynamic, layered effects.

205 – 4-Inch Assorted Aerial Display Shells
Medium bursts with vibrant colors that flow seamlessly with the soundtrack, enhancing the choreography and providing continuous visual excitement. Firing Options: Individually or in combination flights of 2, 3, or 6 shells for captivating aerial sequences.

155 – 5-Inch Assorted Aerial Display Shells
Larger, high-impact bursts that create bold focal points and elevate the show's intensity, adding drama and spectacle to key musical moments. Firing Options: Individually or in combination flights of 2, 3, or 5 shells for striking layered effects.

100 – 6-Inch Assorted Aerial Display Shells
High-impact, vibrant bursts that form memorable climactic moments in the choreography, filling the sky with color and movement. These shells are fired individually with precise timing to the music, ensuring each explosion perfectly accentuates the soundtrack.

19 – 8-Inch Assorted Aerial Display Shells
The grandest shells in the display, producing sweeping, breathtaking bursts that serve as show-stopping highlights and punctuate the climactic moments of the show. These shells are fired individually and precisely timed to the music, creating unforgettable focal points that command attention.

*Products and shell counts may be refined during the design phase, pending Smyrna's approval of the final 3-D renderings

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate showstopper, designed to leave the audience breathless. Every burst is choreographed to the music, building in intensity as the sky ignites with multi-color peonies, thunderous salutes, and cascading effects. Dynamic sequences and synchronized timing create a seamless, heart-pounding climax, ending the show in spectacular style and leaving the crowd cheering for more.

To achieve this unforgettable experience, the Grand Finale incorporates:

- **330 – 3-Inch Titanium Salutes with Multi-Color Peonies** – Rapid, sparkling bursts that add energy and rhythm, highlighting the music while creating a continuous wave of color across the sky.
- **75 – 4-Inch Assorted Color Star Shells** – Mid-sized bursts that deliver vibrant, shifting colors, filling the night with depth and enhancing the visual flow of the choreography.
- **55 – 5-Inch Assorted Color Star Shells** – Larger, high-impact bursts with dramatic color changes, emphasizing key musical moments and creating bold focal points for the audience.
- **40 – 6-Inch Assorted Color Star Shells** – High-intensity shells fired individually with precise musical timing, producing sweeping, layered effects and commanding attention in the heart of the finale.
- **8 – 8-Inch Assorted Color Star Shells** – The grandest bursts of the show, fired individually and perfectly timed with the soundtrack, delivering breathtaking, multi-color explosions that serve as the climactic peaks, leaving the sky and audience in awe.

PRICING

DETAILS

$42,950.00 Aerial Fireworks Display
$ 50.00 Permit Fee

$43,000.00 Grand Total - 2026- July 2nd, 20 minute display
$43,000.00 Grand Total - 2027- Date TBD, 20 minute display
$45,000.00 Grand Total - 2028- Date TBD, 20 minute display

GRAND TOTAL

$43,000.00

***2026 July 2nd 20 Minute Choreographed Multiple Position Fireworks Display**

SECTION III - FEE SCHEDULE

PACKAGE TOTAL **$ 43,000.00**

AMOUNT OF DEPOSIT **$ 21,500.00**

FEES FOR OPTIONAL FEATURES:

Bidders shall submit pricing for the following options to be included or removed on a year-to-year basis:

a. Lower-level displays from 3 separate positions with a minimum of 10 cakes at each location **$2,000 per position, Show can be previewed before show, allowing for any modifications needed, * Some Cakes have also been included in the price**

b. Incorporation of a Drone light show introduction

Depending approved budget date and availability, Drone shows range From $30,000.00 to $50,00.00

c. Additional shells (cost per shell type and size)

Based on Several Factors, This show is an average $2,000 per minute Can be fixed to add more or subtract, pending budget wants/needs.

d. Pyrotechnic display synchronized to a soundtrack approved by the Town of Smyrna and broadcast over loud speakers

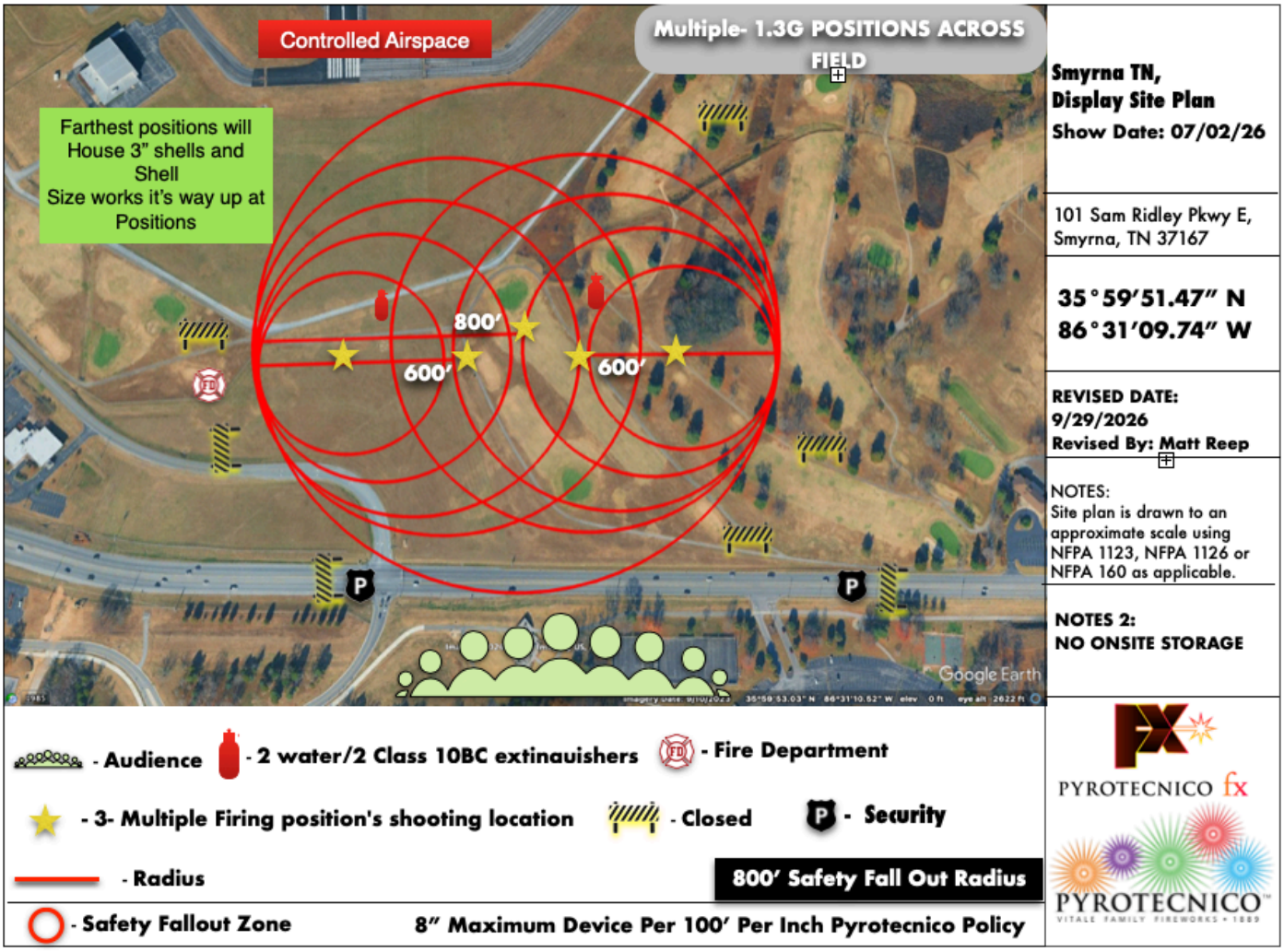
Pyrotecnico provides the music free of charge, We do not have a Way to broadcast professionally, Without bringing in another company, We recommend Local FM radio station to broadcast city wide or separate quote.

e. Lighted wristbands synchronized to the pyrotechnic display and soundtrack

$ Not Available

Site Plan Location

***Subject to change pending final approval's**



*Similar to the Top Gun Night Show, the proposed site plan demonstrates Pyrotecnico's advanced firing methodology by utilizing multiple shoot-site locations for aerial shells. While the Top Gun Night event incorporated three primary launch locations, the July 2nd show will require a larger overall footprint due to the increased scale of the production. Larger displays necessitate additional spacing to ensure both performance quality and safety compliance.

This site plan is based on Pyrotecnico's established safety standard of 100 feet per inch of shell diameter. Although the State of Tennessee has not formally adopted this specific guideline, it is a best-practice safety policy that has been widely accepted and implemented by numerous states across the country. Pyrotecnico has adopted this standard as part of its internal safety protocols.

Through comprehensive site analysis, historical performance data, and decades of operational experience, Pyrotecnico has determined that this fallout radius represents one of the safest and most effective methods for executing a professional fireworks display. Accordingly, this safety standard has been incorporated into the proposed layout to ensure optimal show execution while maintaining the highest level of public and operational safety.

On-Site Technicians:

Matthew D Reep - Account Manager

Bobby Taylor - Lead Operator -

Brian Cochran - Assistant Technician -

1. Matthew Reep - "Account Manager" - Lead Site Operator Supervisor
Matthew Reep is a seasoned professional who has been licensed in Close Proximity, Outdoor Fireworks and Flames for over 25 years. With an impressive track record, Matthew has successfully produced some of the largest shows in the nation, including events such as Sporting Events, NYE's Parties, and July 4th Celebrations.

2. Bobby Taylor- Lead Site Operator
Bobby is another veteran in the field, boasting over 15 years of experience as a licensed operator in, Outdoor Fireworks. With a long-standing career working for sports teams and municipal celebrations, Bobby is recognized for his professionalism and dedication. He has also spent several years touring with major recording artists.

3. Brian Cochran
Brian Cochran brings 18 years of experience as a CDL driver and has been involved in Pyrotechnics for the past 8 years. His unique skill set and expertise make him a valuable asset for any project requiring careful coordination and execution.

These professionals possess a wealth of knowledge and expertise that can greatly contribute to the success of your upcoming events or projects requiring pyrotechnic services. Their combined experience and passion

Confidential and Proprietary Information

RFP Reference Sheet :

Clickable Video Link for Reference under clients;

These references are based on your scope of show

City of Chattanooga -
Monica Kinsey
400 E Main St, Chattanooga, TN
Phone: 423-265-0771
Email: mkinsey@chattanooga.gov
https://youtu.be/IB6s0B8V9Hw?si=cKQQlLuINnQOM6mM

Town Of Monterey -
Rafferty Cleary
PO BOX: 97, Monterey, TN 38574
Phone: 931-260-0100
Email: radiorafferty@gmail.com
https://drive.google.com/file/d/15Co0gwBA3I0I59EwitwpEh7D0OibsUbw/view?usp=sharing

Brentwood Country Club -
Courtney Massey
PO BOX: 1466, Brentwood, TN, 37024
Phone: 615-373-2552
Email: courtney@bccgolf.org
https://drive.google.com/file/d/1ov9NACTvt_Hf3OClYQr90aXpToQi2Cjh/view?usp=sharing

Town of Collegedale -
Kris McAloon
9751 Sanborn Dr. Collegedale, TN
Phone: 423-468-1935
Email: kmcaloon@collegedaletn.gov

Town Of Spring Hill-
Kayce Williams
4237 Port Royal Road, Spring Hill, TN
Phone: 615-489-0108
Email: kwilliams@springhilltn.org
https://drive.google.com/file/d/140aOLuLuQxytOXTdtxftsYS9gIe4MS72/view?usp=sharing

CERTIFICATE OF LIABILITY INSURANCE

01/01/2027

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON TH
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSU
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBRO
the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certific
certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure, LLC dba Britton Gallagher & Associates
3737 Park East Dr. STE 204
Beachwood OH 44122

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100
E-MAIL ADDRESS: info@brittongallagher.com

INSURER(S) AFFORDING COVE
INSURER A : Everest Indemnity Insurance Co
INSURER B : Everest Denali Insurance Comp
INSURER C : Arch Specialty Insurance Comp
INSURER D : Continental Indemnity Company
INSURER E :
INSURER F :

INSURED 2299
Pyrotecnico Fireworks Inc.
299 Wilson Road
New Castle PA 16103

COVERAGES **CERTIFICATE NUMBER:** 1495104253 **REVISIO**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMEN
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y	Y	SI8ML00891-241	10/14/2024	10/14/2025	EACH OCC DAMAGE T PREMISES MED EXP (PERSONAL GENERAL PRODUCTS
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	Y	Y	SI8CA00141-241	10/14/2024	10/14/2025	COMBINED (Ea accider BODILY IN BODILY IN PROPERTY (Per accide
C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	UXP1035252-05	10/14/2024	10/14/2025	EACH OCC AGGREGA
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	82-872096-04-38 (MASTER)	10/14/2024	10/14/2025	X WC S TORY E.L. EACH E.L. DISEA E.L. DISEA
A	Excess Liability #2	Y	Y	SI8EX01314-241	10/14/2024	10/14/2025	Each Occ/ A Total Limits

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced liability policies where required by written agreem

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED
THE EXPIRATION DATE THEREOF, N
ACCORDANCE WITH THE POLICY PROVIS

AUTHORIZED REPRESENTATIVE

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U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: **8-PA-073-23-7J-12122**
Chief, Federal Explosives Licensing Center (FELC) Shawn Stevens	Expiration Date: **September 01, 2027**

Name
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
299 WILSON RD
NEW CASTLE, PA 16101-

Type of License or Permit
23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature: STEPHEN VITALE
Printed Name

Position/Title: CEO

Date: 6/2/2025

Mailing Address (Changes? Notify the FELC of any changes.)
PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

Previous Edition is Obsolete

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **PYROTECNICO FIREWORKS INC**

Business Name: **PYROTECNICO**

License/Permit Number: **8-PA-073-23-7J-12122**

License/Permit Type: **23-IMPORTER OF EXPLOSIVES**

Expiration: **September 01, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

PYROTECNICO

ID NUMBER: 17
LIC STATUS: LICENSED
EXPIRATION DATE: April 30, 2025
TENNESSEE FIREWORKS PERMITS
DISPLAY EXHIBITOR 425

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

PYROTECNICO
PO BOX 310
NEW CASTLE, PA 16103

State of Tennessee

425

TENNESSEE FIREWORKS PERMITS

DISPLAY EXHIBITOR

PYROTECNICO

This is to certify that all requirements of the State of Tennessee have been met by virtue of Chapter 118, Public Acts of 1961, as amended by Chapter 146, Public Acts of 1969.

ID NUMBER: 17
LIC STATUS: LICENSED
EXPIRATION DATE: April 30, 2025

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

A F F I D A V I T

IRAN DIVESTMENT ACT

Every bid or proposal made to a local government for goods or services, when competitive bidding is required, **must contain** the following certification subscribed and affirmed by the bidder as true under the penalty of perjury:

> **"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."**

Pyrotecnico Fireworks, Inc.

COMPANY NAME

(Signature)

Lynn Ann Hamed

PRINT NAME

Corporate Secretary

TITLE

October 16, 2025

DATE

YOUR SHOW

We take pride in our ability to "layer" the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!

*Maximum shell heights will vary for each individual display.
•On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)

AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.

PYROTECNICO™

800.854.4705 • WWW.PYROTECNICO.COM

THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20___, by and between **Pyrotecnico Fireworks, Inc.**, a **Pennsylvania Corporation** (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of Fireworks Display Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Price Assurance: Unless specifically stated in this Agreement or other bid documents, the bid price shall be valid for the full term of this Agreement. If the Bidder, specifically states that he, she or it cannot honor the bid price for the full term of this Agreement; then this Agreement is voidable at the sole discretion of the Town, if

at any time during the full term of this Agreement, Bidder requests to raise the bid price. If the Town elects to void this Agreement, at its sole discretion, it shall not be deemed to be a breach of the contract by either party.

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

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

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

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

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

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

TOWN OF SMYRNA, TENNESSEE

By: _____
Name: Mary Esther Reed
Title: Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

BIDDER:

By: _____
Title: **Lynn Ann Hamed, Corporate Secretary**
February 17, 2026

ATTEST:

_____

Mary M Killingsworth, Sr Manager of Admin
February 17, 2026

PYROTECNICO FIREWORKS INC.

This Fireworks Display Agreement ("Agreement") entered into this on **February 17, 2026** by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and **Town of Smyrna, TN** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on REFER TO ATTACHMENT "A" (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **March 17, 2026** ("Expiration Date"). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum(s) of REFER TO ATTACHMENT "A"(the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of REFER TO ATTACHMENT "A" to be due REFER TO ATTACHMENT "A" and the final balance shall be due REFER TO ATTACHMENT "A". A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement. The Contract Price is based on the regulations and laws in effect at the time of execution of this Agreement. If any change in law (including, but not limited to, new or increased tariffs, duties, taxes, import restrictions, or other governmental regulations) materially increases the cost of the Fireworks Display, Pyrotecnico shall have the right to adjust the Contract Price to reflect such increased costs. Pyrotecnico shall provide CUSTOMER with written notice of any such adjustment, including reasonable documentation supporting the increased costs. CUSTOMER shall have five (5) days from receipt of such notice to accept the revised Contract Price. If CUSTOMER does not accept the revised Contract Price within this period, Pyrotecnico may, at its sole discretion, suspend performance of the Fireworks Display until the parties negotiate, in good faith, reasonable adjustments to the Contract Price or or revise the Fireworks Display to account for the increased costs. Nothing in this provision shall obligate Pyrotecnico to absorb any increased costs resulting from changes in law, tariffs, or other governmental actions beyond its control.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional REFER TO ATTACHMENT "A" for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional REFER TO ATTACHMENT "A" for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to REFER TO ATTACHMENT "A".

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for the fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **800 FEET** at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate personnel protection to prevent spectators from entering display area; (e) Directly secure, confirm, and pay for 24-hour security of the set-up and discharge areas at the Display Site, if required, beginning upon the arrival of Pyrotecnico's fireworks product through the completion of the Fireworks Display; (f) Search of the fallout area at first light following a nighttime display; and (g) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policies. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

SIGNATURES TO FOLLOW ON NEXT PAGE

Customer Initials: _____

PYROTECNICO :

By *(sign)*:_____

Name:_____

Title: _____

Date:_____

Address: 299 Wilson Road

New Castle PA 16101

Phone: (724) 652-9555

CUSTOMER:

By *(sign)* :_____

Name:_____

Title:_____

Date: _____

Address: _____

_____

Phone:_____

Customer Initials: _____

ATTACHMENT A

DISPLAY DATE	CONTRACT PRICE	DEPOSIT	DEPOSIT DUE DATE	BALANCE DUE DATE	POSTPONEMENT FEE - NOT LEFT FACILITY	POSTPONEMENT FEE - LEFT FACILITY	CANCELLATION FEE
July 2, 2026	$43,000.00	$21,500.00	March 20, 2026	Net 10	$6,450.00	$17,200.00	$21,500.00
TBD July 2027	$43,000.00	$21,500.00	March 20, 2027	Net 10	$6,450.00	$17,200.00	$21,500.00
TBD July 2028	$45,000.00	$22,500.00	March 20, 2028	Net 10	$6,750.00	$18,000.00	$22,500.00

Customer Initials: _____

CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Legal Entity Contracting Pyrotecnico: _____

Primary Point of Contact Name: _____

Phone: _____ Email: _____

Billing Address:_____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Display Date(s): _____ Display Start Time(s): _____

Rain Date(s): _____

Day-of-Display Contact Name:_____

Day-of-Display Mobile Phone Number:_____

Day-of-Display Email:_____

Display Site Location(s) and
Address(es):_____

_____.

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

_____

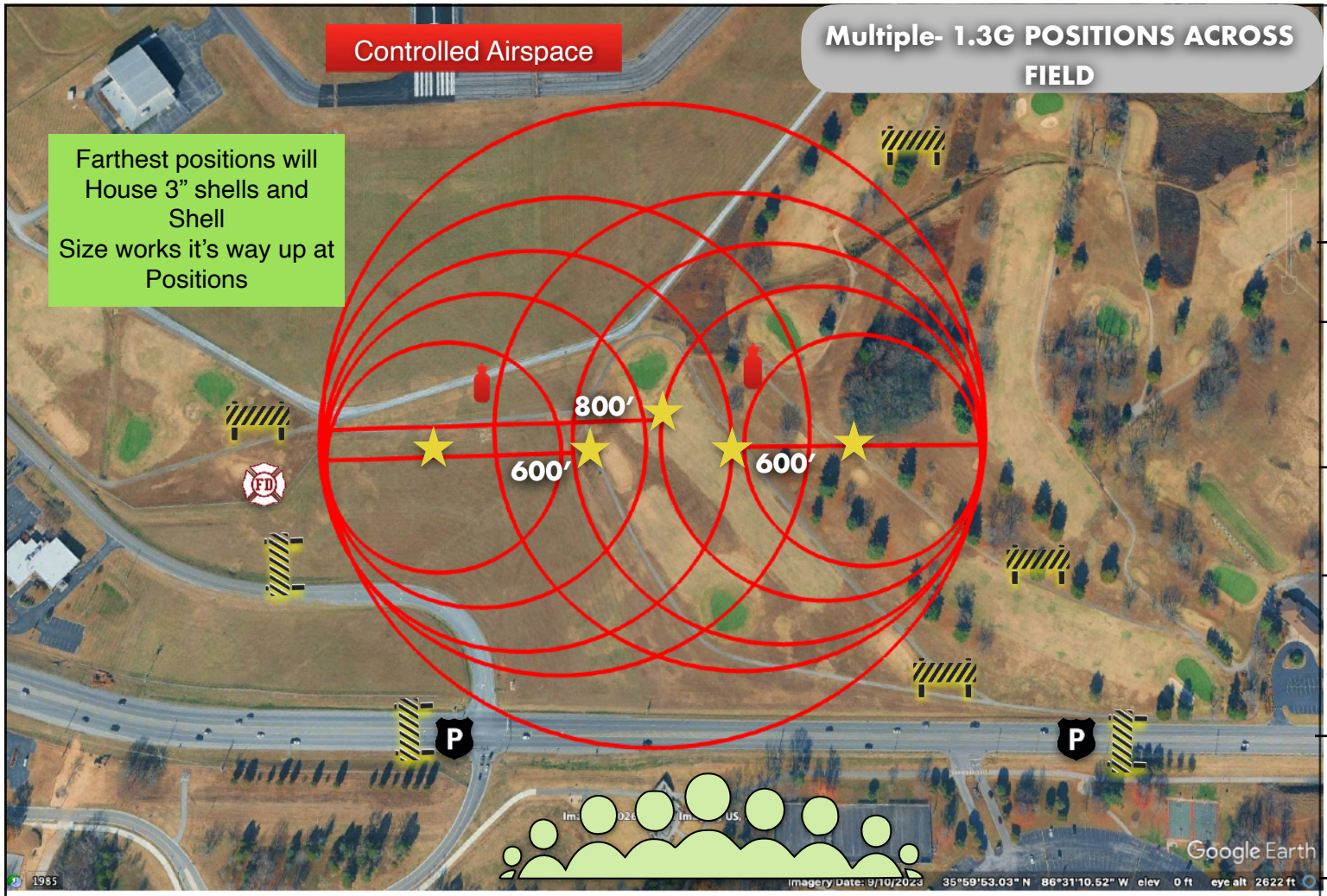
_____

If Applicable - Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured):

_____

_____

Customer Initials: _____



Smyrna TN,
Display Site Plan
Show Date: 07/02/26

101 Sam Ridley Pkwy E,
Smyrna, TN 37167

35°59'51.47" N
86°31'09.74" W

REVISED DATE:
9/29/2026
Revised By: Matt Reep

NOTES:
Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.

NOTES 2:
NO ONSITE STORAGE

- **Audience**
- **2 water/2 Class 10BC extinguishers**
- **Fire Department**
- **3- Multiple Firing position's shooting location**
- **Closed**
- **Security**
- **Radius**
- **Safety Fallout Zone**

800' Safety Fall Out Radius

8" Maximum Device Per 100' Per Inch Pyrotecnico Policy

PYROTECNICO fx

PYROTECNICO™
VITALE FAMILY FIREWORKS • 1889

TOWN OF SMYRNA - FIREWORKS DISPLAY SERVICES
PROPOSAL EVALUATION - JANUARY 27, 2026

CRITERIA	Pyro Shows	Pyrotecnico
A. PROPOSED FIREWORKS DISPLAY	74	85
B. FEE SCHEDULE WITH THE OFFERED SERVICES	67	85
C. QUALITY OF PRIOR WORK, INCLUDING DEFICIENCIES, TIMELINESS AND COST CONTROL	70	70
D. QUALIFICATIONS, CREDENTIALS, AND RELATED EXPERIENCE	40	39
TOTALS	251	279

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 2.
Department: Utilities
Date: February 26, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Monitoring & Management Services relative to the Fats, Oils & Grease Program.

Fiscal Impact:
$30,292.00. This has been budgeted in 413-52200-290

Contract Type:
Original Contract

Contract Term (if applicable):
April 1, 2026 through December 31, 2026

Background:
MMS has been managing the Fats, Oils & Grease (FOG) program since 2023. MMS conducts inspections on grease traps for all food service establishments, conducts follow-up inspections, inspects downstream manholes for grease and provides WWTP staff with all pertinent information, including non-compliance issues. MMS also certifies waste haulers under the program and confirms pumping of grease interceptors. All information is contained within a web-based database.

Summary:
MMS has assisted the WWTP with the FOG program with enhancements and inspections and made a positive impact on the amount of grease impacting collection system lines and lift stations. MMS would inspect around 248 FSEs, preventing an additional burden on plant staff to complete the inspections.

Recommended Council Action:
Staff recommends approval of the professional services agreement with MMS to administer the Fats, Oils & Grease Progam.

Attachments:
1. MMS Smyrna FOG Proposal for 2026_Feb9 2026

Smyrna Utilities
Town of Smyrna TN
Fats, Oils & Grease (FOG) Program Professional Services Proposal
For Year 2026

TO: Mr. Mike Strange, Director of Utilities, Town of Smyrna, TN

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I. FSE FOG Inspections..... 2

II. Other FOG Program Assistance..... 2

III. Utilize MMS SOFT Web-Based Database..... 2

Submitted by:
Byron Ross, Principal
Monitoring & Management Services, LLC
1812 Old Natchez Trace
Franklin, TN 37069
Phone: 615-218-8801
Email: byron@mmsontheweb.com
Website: www.mmsontheweb.com
EIN: 62-1864683

I. FSE FOG Inspections

MMS will conduct FSE inspections of 248 FSEs and include some follow-up inspections. Inspections will include checking and documenting the grease control equipment, checking downstream manholes for FOG impact, updating FSE manager or owner contact information, inspection photo documentation, providing grease interceptor or grease trap maintenance, BMP, and if necessary, deficiency notifications (no noncompliance notifications issued, unless Smyrna Utilities wants this). All inspection information will be uploaded to the MMS SOFT web-based database that will be utilized by Smyrna Utilities. Inspections are planned to begin May 2026.

248 FSE inspections @ $99 = $24,552

II. Other FOG Program Assistance

MMS will conduct follow-up visits to resolve incomplete responses to Noncompliance Notices, conduct review and upload of grease waste hauler monthly reports, investigate any potential issues with grease waste haulers, provide an annual FOG report, and perform other duties as necessary to ensure a successful Smyrna FOG Program.

50 hours @ $92 = $4,600

III. Utilize MMS SOFT Web-Based Database

The SOFT web-based database includes the following modules: FOG, Dental Amalgam, Grease Waste Hauler, FSE Plans Review, Sewer Overflow, and Sewer Maintenance. The SOFT web-based database can be used by City personnel to conduct FSE FOG inspections using an IPad, laptop, phone or any other device that can access the internet. Database access and daily data backup cost will be due annually.

Annual SOFT Web-based database: $1,140.00

V. Billing/Invoicing and Considerations

Monitoring & Mgt. Services (MMS) will invoice the City monthly for all FOG program work activities completed within that calendar month. MMS will document the work completed for the month and submit documentation to the City. MMS invoices will be submitted via email, with payment from the City to be received by MMS within 30 days of invoice receipt. Each MMS invoice will have the monthly cost and a cumulative cost to provide year-to-date program cost tracking. Payments may be made by Electronic Funds Transfer, or check.

Total Cost for Smyrna 2026 FOG Program Work: $30,292.00

WORK ORDER / WORK AGREEMENT

TOWN OF SMYRNA - SMYRNA UTILITIES and
MONITORING & MANAGEMENT SERVICES, LLC (MMS)

WORK PERIOD: April 1, 2026 – December 31, 2026

COST OF WORK: Not to exceed $30,292.00.

PAYMENT FOR WORK COMPLETED: MMS will invoice Smyrna Utilities electronically (email) monthly for work completed. If no work is completed during a calendar month then no invoice will be submitted. Payment is to be made to MMS within 30 days of the receipt of the invoice.

AGREEMENT TO TERMS OF WORK ORDER/WORK AGREEMENT:

For Town of Smyrna	For Monitoring & Mgt. Services, LLC
By: Mayor Mary Esther Reed Print Name	By: Byron Ross Print Name
By: _____ Signature	By: Byron Ross Signature
Title: Mayor, Town of Smyrna	Title: MMS Principal
Date:	Date: 2/9/2026

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 3.
Department: Utilities
Date: February 26, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Barton Lawn Care for mowing of Non-Parks properties within the Town.

Fiscal Impact:
$6,235.00 Per Cut

Contract Type:
Original Contract

Contract Term (if applicable):
This is a 4 year contract broken down into two - 2 year periods.

Background:
A Bid opening was held for Non-Parks mowing on February 11, 2026, at 10:00a.m. There were five (5) bidders as outlined in the attached bid tab. This contract is for mowing non-Parks areas such as Town Hall, Justice Center, Mapleview Cemetery, Natural Gas Regulator Stations, Water Tower properties, Water Treatement Plant, Booster Stations, Sewer Lift Stations, and select rights-of-way throughout Town.

Summary:
Barton Lawn Care was the lowest bidder.

See link below to our Mowing Route Map. This map shows the ROWs that the Town is responsible for using large and small tractors as well as the ROWs that our contractor mows with zero turn mowers.
https://maps.townofsmyrna.org/portal/apps/webappviewer/index.html?id=e437416f3b354f6896e12574

Recommended Council Action:
Staff recommends approval of the agreement with Barton Lawn Care.

Attachments:
1. 2026_Non Parks Mowing Bid Tab with formulas
2. Barton Lawn Care
3. 2026_2_4 Mowing Mandatory Pre-bid Conference Sign-in sheet
4. Public Works Mowing Map

TOWN OF SMYRNA ANNUAL NON-PARKS MOWING BID TAB
FEBRUARY 11, 2026 @ 10:00 A.M.

LOCATIONS	City Green Services	O'Conner Group LLP	D&S Lawn & Landscaping	3 C's Lawncare	Barton Lawn Care
PART A -BUILDING & GROUNDS					
1. TOWN HALL - 315 SOUTH LOWRY	$250.00	$185.00	$250.00	$165.00	$175.00
2. JUSTICE CENTER - 400 ENON SPRINGS EAST	$350.00	$210.00	$250.00	$215.00	$175.00
TOTAL BUILDING & GROUNDS	$600.00	$395.00	$500.00	$380.00	$350.00
PART B -CEMETERY					
1. MAPLEVIEW CEMETERY - 411 MAPLE STREET	$1,150.00	$475.00	$975.00	$4,195.00	$900.00
TOTAL CEMETERY	$1,150.00	$475.00	$975.00	$4,195.00	$900.00
PART C -UTILITIES - NATURAL GAS					
1. GAS WAREHOUSE SHOP - 108 G STREET	$150.00	$65.00	$65.00	$40.00	$75.00
2. NATURAL GAS GATE STATION - 14589 OLD NASHVILLE HWY	$40.00	$38.00	$35.00	$40.00	$30.00
3. NATURAL GAS REG STATION - 14066 OLD NASHVILLE HWY	$37.50	$38.00	$25.00	$40.00	$30.00
4. NATURAL GAS REG STATION - 299 FRONT ST	$37.50	$38.00	$35.00	$40.00	$30.00
5. NATURAL GAS REG STATION - 750 BLAIR RD	$37.50	$38.00	$25.00	$40.00	$30.00
6. NATURAL GAS REG STATION - 1161 SEVEN OAKS BLVD	$37.50	$38.00	$35.00	$40.00	$30.00
7. NATURAL GAS REG STATION - 437 SANFORD RD	$37.50	$38.00	$25.00	$40.00	$30.00
8. NATURAL GAS REG STATION - 3405 OLD ROCKY FORK RD	$37.50	$38.00	$35.00	$40.00	$30.00
9. NATURAL GAS GATE STATION - 174 JONES MILL RD	$37.50	$38.00	$35.00	$40.00	$30.00
10. NATURAL GAS REG STATION - 913 N LOWRY ST	$60.00	$38.00	$45.00	$40.00	$30.00
11. NATURAL GAS REG STATION - 634-A FITZHUGH BLVD	$60.00	$38.00	$55.00	$40.00	$50.00
12. NATURAL GAS REG STATION - 650 NOLAN DR	$45.00	$38.00	$35.00	$40.00	$30.00
13. NATURAL GAS REG STATION - 192 SAM RIDLEY PKWY E	$37.50	$38.00	$25.00	$40.00	$30.00
14. NATURAL GAS REG STATION - 207-A KNOX CT	$37.50	$38.00	$30.00	$40.00	$30.00
15. NATURAL GAS REG STATION - 609-A ENON SPRINGS RD E	$37.50	$38.00	$25.00	$40.00	$30.00
16. GAS METER STATION - 628 ENON SPRINGS RD E	$60.00	$38.00	$40.00	$40.00	$30.00
17. ANTENNA AREA - 432 OLD NASHVILLE HWY	$37.50	$38.00	$35.00	$40.00	$30.00
TOTAL NATURAL GAS	$827.50	$673.00	$605.00	$680.00	$575.00
PART C -UTILITIES - WATER DEPARTMENT					
1. EMPTY LOT - OLD WATER TOWER-402 COLLEGE ST	$37.50	$45.00	$45.00	$40.00	$30.00
2. PRIEST VIEW LOT - 227 & 229 PRIEST VIEW DR.	$37.50	$45.00	$45.00	$50.00	$30.00
TOTAL WATER DEPARTMENT	$75.00	$90.00	$90.00	$90.00	$60.00
WATER TREATMENT PLANT					

LOCATIONS	City Green Services	O'Conner Group LLP	D&S Lawn & Landscaping	3 C's Lawncare	Barton Lawn Care
1. WATER TREATMENT PLANT - 156 SHARP SPRINGS ROAD	$350.00	$185.00	$600.00	$800.00	$300.00
2. WATER BOOSTER STATION -167 SHARP SPRINGS RD	$250.00	$55.00	$275.00	$150.00	$200.00
3. WATER BOOSTER STATION - 700 SHARP SPRINGS RD	$175.00	$55.00	$35.00	$40.00	$30.00
4. WATER BOOSTER STATION - 7633 W JEFFERSON PK	$65.00	$55.00	$35.00	$40.00	$30.00
5. WATER BOOSTER STATION - 3006 MALTON DR	$60.00	$55.00	$45.00	$40.00	$30.00
6. WATER TANK - 131 JOHNSON ST	$75.00	$65.00	$40.00	$40.00	$30.00
7. WATER TANK - 5000 MOTLOW COLLEGE BLVD	$150.00	$65.00	$60.00	$85.00	$60.00
8. WATER TANK - 257 SAM GRIFFIN RD	$75.00	$65.00	$35.00	$40.00	$30.00
9. PRESSURE VALVE SITE - 3317 ENON SPRINGS WEST	$75.00	$45.00	$30.00	$25.00	$30.00
10. MILL LANE PUMP STATION - 111 MILL LANE	$65.00	$45.00	$65.00	$40.00	$50.00
TOTAL WATER TREATMENT PLANT	$1,340.00	$690.00	$1,220.00	$1,300.00	$790.00
WASTE WATER TREATMENT PLANT					
1. SEWER LIFT STATION-1000 THUNDERBIRD RD	$37.50	$45.00	$40.00	$40.00	$30.00
2. SEWER LIFT STATION-398 CHANEY RD	$37.50	$25.00	$40.00	$40.00	$30.00
3. SEWER LIFT STATION-354 CHANEY RD	$37.50	$25.00	$30.00	$40.00	$30.00
4. SEWER LIFT STATION-5600 ENDURANCE LN	$37.50	$25.00	$40.00	$40.00	$30.00
5. SEWER LIFT STATION- 4211 GRAPEVINE LOOP	$37.50	$25.00	$40.00	$40.00	$30.00
6. SEWER LIFT STATION-4614 LANCASTER RD	$37.50	$45.00	$40.00	$40.00	$30.00
7. SEWER LIFT STATION-3919 MONTGOMERY WAY	$37.50	$45.00	$45.00	$40.00	$30.00
8. SEWER LIFT STATION-600 REDHAWK PKWY	$37.50	$25.00	$40.00	$40.00	$30.00
9. SEWER LIFT STATION-521 GREEN MEADOW LN	$37.50	$45.00	$40.00	$40.00	$30.00
10. SEWER LIFT STATION-509 HIGH ECHELON CIRCLE	$37.50	$60.00	$40.00	$40.00	$30.00
11. SEWER LIFT STATION-1501 CLAYTON CT	$37.50	$25.00	$35.00	$40.00	$30.00
12. SEWER LIFT STATION 2001 ENON SPRINGS W	$37.50	$25.00	$30.00	$40.00	$30.00
13. SEWER LIFT STATION-308 JEFFERSON PK	$50.00	$60.00	$50.00	$40.00	$30.00
14. SEWER LIFT STATION-134 BRANDON TRAIL	$37.50	$25.00	$35.00	$40.00	$30.00
15.SEWER LIFT STATION-404 ENON SPRINGS E	$37.50	$60.00	$35.00	$40.00	$30.00
16. SEWER LIFT STATION-7949 FLORENCE RD	$37.50	$25.00	$35.00	$40.00	$30.00
17. SEWER LIFT STATION-7028 STEEN BLVD	$37.50	$60.00	$35.00	$40.00	$30.00
18. SEWER LIFT STATION-6015 WEST FORK DR	$37.50	$60.00	$35.00	$40.00	$30.00
19. SEWER LIFT STATION-637 FITZHUGH BLVD	$45.00	$45.00	$50.00	$40.00	$30.00
20. SEWER LIFT STATION- D ST / 8TH AVE	$45.00	$25.00	$40.00	$40.00	$30.00
21. SEWER LIFT STATION-816 MCKEAN DR.	$37.50	$25.00	$40.00	$40.00	$30.00
22. SEWER LIFT STATION-119 GLEN ECHO DR	$37.50	$25.00	$35.00	$40.00	$30.00
23. SEWER REUSE TANK SITE-5049 MOTLOW COLLEGE BLVD	$50.00	$65.00	$55.00	$40.00	$50.00
24. WASTEWATER TREATMENT PLANT-100 JACK HUNTER DR	$1,250.00	$285.00	$775.00	$600.00	$575.00
TOTAL WASTE WATER TREATMENT PLANT	$2,152.50	$1,175.00	$1,680.00	$1,520.00	$1,285.00
PART D -STREET DEPARTMENT -PRICE IS MOWING ONLY					

LOCATIONS	City Green Services	O'Conner Group LLP	D&S Lawn & Landscaping	3 C's Lawncare	Barton Lawn Care
1. ROCK SPRINGS RD - STONECREST TO OLD NASHVILLE HW	$3,500.00	$310.00	$300.00	$250.00	$125.00
2. OLD NASHVILLE HWY - SAM RIDLEY TO CHICKEN PIKE	$1,500.00	$280.00	$500.00	$800.00	$325.00
3. ENON SPRINGS - OLD NASHVILLE HWY TO MAYFIELD DRIVE	$1,500.00	$260.00	$275.00	$350.00	$200.00
4. PINTO DRIVE - ENON SPRINGS TO HOOVER DRIVE	$500.00	$180.00	$65.00	$50.00	$40.00
5. AVIATION PKWY- N LOWRY ST TO PRIVATE ROAD	$250.00	$170.00	$175.00	$200.00	$100.00
6. INDUSTRIAL BLVD - SAM RIDLEY PKWY TO TOWN LIMITS	$500.00	$210.00	$145.00	$200.00	$80.00
7. SAM DAVIS RD - SAM HAGAR RD TO NISSAN DRIVE	$1,000.00	$230.00	$200.00	$400.00	$150.00
8. BLAIR RD - ROCK SPRINGS RD TO SAM RIDLEY PKWY W	$750.00	$240.00	$300.00	$100.00	$100.00
9. GRAMMER LANE - CHANEY RD TO MOVIE ROW	$250.00	$190.00	$75.00	$100.00	$30.00
10. MAYFIELD DR - ENON SPRINGS RD TO LOWRY ST	$350.00	$200.00	$100.00	$250.00	$50.00
11. LOWRY ST (SR-1) 911 N LOWRY ST TO 5640 S LOWRY ST	$3,500.00	$420.00	$1,400.00	$1,045.00	$600.00
12. JEFFERSON PK - NISSAN DR TO STONES RIVER BRIDGE & MEDIANS FROM STONE RIVER BRIDGE TO I-840	$850.00	$260.00	$1,500.00	$1,000.00	$400.00
TOTAL STREET DEPARTMENT	$14,450.00	$2,950.00	$5,035.00	$4,745.00	$2,200.00
PART E - FIRE DEPARTMENT					
1. FIRE ADMIN. OFFICE - 145 SOUTH LOWRY ST	$150.00	$95.00	$100.00	$95.00	$75.00
TOTAL FIRE DEPARTMENT	$150.00	$95.00	$100.00	$95.00	$75.00
GRAND TOTAL FOR ALL LOCATIONS	**$20,745.00**	**$6,543.00**	**$10,205.00**	**$13,005.00**	**$6,235.00**

ATTENDEES / COMPANY

LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna requests quotations for annual contract mowing. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than **10:00 a.m. February 11, 2026** at which time bids will be publicly opened and read aloud. A Mandatory Pre-Bid Conference will be held at Town Hall on February 4th at 10:00 a.m. A representative from your organization must be present in order to bid on this contract. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Smyrna Town Hall during regular business hours or www.town of smyrna.org. Quotations should be mailed or hand delivered to:

Sierra Lowry
Smyrna Town Hall
Sealed Bid on Annual Grass Mowing / February 11 @ 10:00 a.m.
315 South Lowry Street
Smyrna, Tennessee 37167

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

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

SUBMITTED BY: Sierra Lowry
Finance Director

TO BE RUN: January 27, 2026

Barton Lawn Care

COMPANY

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SECTION I - GENERAL INFORMATION

A. The Town of Smyrna desires to contract for annual mowing services. This bid covers the Building and Grounds Maintenance, Mapleview Cemetery, Utilities Department and Street Department and Fire Administration.

Smyrna Town Hall location: 315 South Lowry Street
Smyrna, TN 37136

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

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

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

E. The Town is a tax-exempt organization.

F. The Town reserves the right to select the best individual unit price.

G. Mail is delivered after 2:00 p.m. Monday through Friday.

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

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

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

SECTION II SPECIFICATIONS FOR MOWING PROCEDURES

Upon mutual agreement of both parties, the bid proposal may be renewed by the Town of Smyrna for a period of two successive two-year periods under the same price, terms and conditions as in the original proposal. The winning bidder could be awarded the contract for a total of 4 years. Vendors must observe all state and federal laws and have financial stability. Payment will be made within 30 days after the invoice is received. Questions should be directed to the person listed with each location.

The Town reserves the right to pick which sites will be contracted due to budgetary restraints.

The Town reserves the right to start or stop jobs to be "contract" mowed anytime during the mowing season. The Town also reserves the right to use more than one vendor.

A **Mandatory Pre-Bid Conference** is scheduled for **Wednesday, February 4 at 10:00a.m.** The meeting will be held at Smyrna Town Hall Council Chambers, 315 South Lowry Street. If you are unable to attend – send a representative. Bidders **must** have a representative present to be awarded the bid. This is the only conference available. Maps will be available at the Pre-Bid Conference and the Parks Office from Jimmy Stitt.

LIST OF EQUIPMENT:

Description	Number of Units
Example: John Deere 910	4
Exmark Lazers	10

Number of people that will be working on these fields. 4

PART A – BUILDING AND GROUNDS MAINTENANCE DEPARTMENT

Questions should be directed to Pete Johnson, Building and Grounds Maintenance Manager at 615-459-1081.

The time period to mow grass area is **Monday through Friday *BEFORE* 7:30 a.m. or *AFTER* 4:30 p.m., or weekends.**

Mowing period for this agreement will begin around the middle of March till the middle of October. Any mowing needed after that date will be on an as needed basis. Contractor will not start work until given approval by Pete Johnson, Building and Grounds Maintenance Manager. Grass will be mowed every 7 days unless otherwise indicated. The Town reserves the right to move mowing to 10-day rotation or stop mowing during slow growing periods.

Height of cut will be at 2 inches. Grass must not be mowed when wet. Vendor will provide proof of equipment with variable cutting heights by submitting a listing of equipment that will be used for this contract. Any equipment to be used on lawns must be approved by the Building and Grounds Maintenance Manager.

Contractor is responsible for mowing away from all mulched areas including trees and vehicles. Clippings are not to be thrown or blown on vehicles. Vehicles that have clippings will be sent to a local car washing business and the cost will be deducted from contractors' payment. Any mulch disturbed must be repaired the same day. If repairs are not done, the Town reserves the right to withhold payment for days work. All cutting debris must be cleared from sidewalks and other paved areas.

Weed eating will be done at time of mowing. Use of herbicide may be used, but areas and type of herbicide must be approved by the Building and Grounds Maintenance Manager. Cost of the herbicide will be the responsibility of the contractor. Curbs, sidewalks, drives, trees, stones and fences will be cleared with weed eater.

The area to be mowed and the price per cut is as follows:

LOCATION	PRICE
1. TOWN HALL 315 SOUTH LOWRY STREET	$ 175.00
2. JUSTICE CTR 400 ENON SPRINGS EAST	$ 175.00
TOTAL PART A - BUILDING & GROUNDS	$ 350.00

Poor performance on the part of the contractor will be communicated to the contractor by written notification from the Building & Grounds Maintenance Manager. After two letters of poor performance the Town has the option to cancel agreement immediately by another letter.

All invoices will be turned into the Building and Grounds Maintenance Department on Tuesday by 4:00 p.m. The Town requires contractor to submit job completion sheets (supplied by the Town) each week for monitoring and work inspection. The Town reserves the right to renew this agreement up to four years by mutual agreement with the vendor.

PART B. MAPLEVIEW CEMETERY – MAPLE STREET

Questions should be directed to Tom Rose, Public Works Director at 615-459-9742 extension 2163.

The time period to mow grass area is **Monday through Friday between the hours of 7:00 a.m. and 4:30 p.m.** All mowers must be approved by Public Works Director. Vendor is required to use walk behind or push type mowers in assigned areas of the cemetery. Ride-on mowers may be used in certain areas with prior approval by the Public Works Director. Contract shall include maintenance of the flower beds on both sides of the entrance and the veteran's memorial.

Mowing period for this agreement will begin around the middle of March till the middle of October. Any mowing needed after that date will be on an as needed basis. Contractor will not start work until given approval by Public Works Director or designee. Cemetery will be mowed every 7 days unless otherwise indicated. The Town reserves the right to move mowing to 10-day rotation or stop mowing during slow growing periods.

Height of cut will be at 2 1/2" inches. Vendor will provide proof of equipment with variable cutting heights by submitting a listing of equipment that will be used for this contract.

Contractor is responsible for mowing away from all mulched areas including trees and vehicles. Clippings must be blown off headstones and grave markers at time of mowing. Clippings are not to be thrown or blown on vehicles. Vehicles that have clippings will be sent to a local car washing business and the cost will be deducted from contractors' payment. Any mulch disturbed must be repaired same day. If repairs are not done, the Town reserves the right to withhold payment for days work. All cutting debris must be cleared from sidewalks, trails, and other paved areas.

Weed eating will be done at time of mowing. Use of herbicide may be used, but areas and type of herbicide must be approved by Tom Rose. Cost of the herbicide will be the responsibility of the contractor.

The area to be mowed and the price per cut is as follows:

	LOCATION	PRICE
1. MAPLEVIEW CEMETERY	411 MAPLE STREET	$ 900.00
TOTAL PART B. CEMETERY		$ 900.00

The contractor shall take extreme care to protect and preserve all headstones and grave markers while mowing and weed eating in the cemetery. Markers that are turned over or disturbed shall be re-set prior to the inspection by the Town of Smyrna Street Department. Headstones or markers that are broken will be replaced by the Town of Smyrna and the cost for replacement will be deducted from the contractor's payment at the next invoice period.

Poor performance on part of the contractor will be communicated to the contractor by written notification from the Public Works Director. After two letters of poor performance the Town has the option to cancel agreement immediately by another letter.

All invoices will be turned into the Public Works Department on Tuesday by 4:00 p.m. The Town requires contractor to submit job completion sheets (supplied by the Town) each week

for monitoring and work inspection. The town reserves the right to renew this agreement up to four years by mutual agreement with the vendor.

PART C – UTILITIES DEPARTMENT

Questions should be directed to Mark Parker, Assistant Director of Utilities at 615-459-9742, extension 2110.

Mowing period for this agreement will begin around the middle of March till the middle of October. Any mowing needed after that date will be on an as needed basis. Contractor will not start work until given approval by Johnnie Moore or Mark Parker. Locations will be mowed every 7 days unless otherwise indicated. The Town reserves the right to move mowing to 10-day rotation or stop mowing during slow growing periods.

Height of cut will be at 2 1/2" inches. Vendor will provide proof of equipment with variable cutting heights by submitting a listing of equipment that will be used for this contract.

Contractor is responsible for mowing away from all mulched areas including trees and vehicles. Clippings are not to be thrown or blown on vehicles. Vehicles that have clippings will be sent to a local car washing business and the cost will be deducted from contractor's payment. Any mulch disturbed must be repaired the same day. If repairs are not done, the Town reserves the right to withhold payment for days work. All cutting debris must be cleared from sidewalks, trails, and other paved areas.

Weed eating will be done at time of mowing. Use of herbicide may be used, but areas and type of herbicide must be approved by Johnnie Moore or Mark Parker. Cost of the herbicide will be the responsibility of the contractor.

The area to be mowed and the price per cut is as follows:

NATURAL GAS DEPARTMENT

Questions should be directed to Johnnie Moore at 615-772-5074.

AREAS	LOCATION	PRICE
1. Gas Warehouse Shop (mow, weed eat, and weeding flower beds)	108 G Street	$75.00
2. Natural Gas Gate Station Old Nash Hwy/LaVergne	14589 Old Nashville Hwy	$30.00
3. Natural Gas Reg Station Loafers Corner	14066 Old Nashville Hwy	$30.00
4. Natural Gas Reg Station Meadowlawn	299 Front St	$30.00
5. Natural Gas Reg Station Blair	750 Blair Rd	$30.00

6. Natural Gas Reg Station Seven Oaks	1161 Seven Oaks Blvd	$30.00
7. Natural Gas Reg Station Industrial	437 Sanford Rd	$30.00
8. Natural Gas Reg Station Rocky Fork/Sundale	3405 Old Rocky Fork Rd	$30.00
9. Natural Gas Gate Station Jones Mill/Lakepointe	174 Jones Mill Rd LaVergne	$30.00
10. Natural Gas Reg Station Hwy 41/70	913 N Lowry St	$30.00
11. Natural Gas Reg Station Airbase	634-A Fitzhugh Blvd	$50.00
12. Natural Gas Reg Station Nolan	650 Nolan Dr	$30.00
13. Natural Gas Reg Station Weakley	192 Sam Ridley Pkwy E	$30.00
14. Natural Gas Reg Station Gilsville	207-A Knox Ct	$30.00
15. Natural Gas Reg Station Enon Springs	609-A Enon Springs Rd E	$30.00
16. Gas Meter Station Nissan Meter	628 Enon Springs Rd E	$30.00
17. Antenna Area	432 Old Nashville Hwy LaVergne	$30.00
	TOTAL NATURAL GAS	$575.00

WATER DEPARTMENT

Questions should be directed to Randall McCoy at 615-483-8952.

1. Empty Lot-Old Water Tower	402 College St	$30.00
2. Priest View Lot	227 & 229 Priest View Dr.	$30.00

WATER TREATMENT PLANT

Questions should be directed to Kevin Relford, Water Treatment Plant Manager at 615-459-3574.

AREAS	LOCATION	PRICE
1. Water Treatment Plant include lagoon banks	156 Sharp Springs Rd	$300.00
2. Water Booster Station High Service PS	167 Sharp Springs Rd	$200.00
3. Water Booster Station Raw Water PS#1	700 Sharp Springs Rd	$30.00
4. Water Booster Station Raw Water PS#2	7633 W Jefferson Pk	$30.00
5. Water Booster Station Rock Springs PS	3006 Malton Dr	$30.00
6. Water Tank Hilltop	131 Johnson St	$30.00
7. Water Tank Motlow	5000 Motlow College Blvd	$60.00
8. Water Tank Nissan	257 Sam Griffin Rd	$30.00
9. Pressure Valve Site	3317 Enon Springs West	$30.00
10. Mill Lane Pump Station	111 Mill Lane	$50.00
TOTAL WATER TREATMENT PLANT		$850.00

WASTEWATER TREATMENT PLANT

Questions should be directed to Leland Noble, Waste Water Treatment Plant Manager at 615-459-6439.

AREAS	LOCATION	PRICE
1. Sewer Lift Station Airport	1000 Thunderbird Dr	$30.00
2. Sewer Lift Station Stoneridge Farms	398 Chaney Rd	$30.00
3. Sewer Lift Station Chaney	354 Chaney Rd	$30.00
4. Sewer Lift Station Village of Greentree	5600 Endurance Ln	$30.00
5. Sewer Lift Station Woodmont	4211 Grapevine Loop	$30.00
6. Sewer Lift Station Woodcrest	4614 Lancaster Rd	$30.00
7. Sewer Lift Station Woodmont	3919 Montgomery Way	$30.00
8. Sewer Lift Station Morton	600 Redhawk Dr	$30.00
9. Sewer Lift Station Amberton	521 Green Meadow Ln	$30.00
10. Sewer Lift Station Preserves at Stewarts Creek	509 High Echelon Circle	$30.00
11. Sewer Lift Station Seven Oaks	1501 Clayton Ct	$30.00
12. Sewer Lift Station Hidden Hills	2001 Enon Springs W	$30.00
13. Sewer Lift Station #1R	308 Jefferson Pike	$30.00
14. Sewer Lift Station Riverview	134 Brandon Trail	$30.00

15. Sewer Lift Station Meadowbrook	404 Enon Springs E	$30.00
16. Sewer Lift Station Florence Crossing	7949 Florence Rd	$30.00
17. Sewer Lift Station West Fork #2	7028 Steen Blvd	$30.00
18. Sewer Lift Station West Fork #1	6015 West Fork Dr	$30.00
19. Sewer Lift Station #3R	637 Fitzhugh Blvd	$30.00
20. Sewer Lift Station #4 - On Base	D St / 8th Ave	$30.00
21. Sewer Lift Station Lake Hills	816 McKean Dr	$30.00
22. Sewer Lift Station Weakley Hills	119 Glen Echo Dr	$30.00
23. Sewer Reuse Tank Site Motlow	5049 Motlow College Blvd	$50.00
24. Wastewater Treatment Plant	100 Jack Hunter Dr	$575.00
TOTAL WASTE WATER TREATMENT PLANT		$1,285.00

Any additional fields to be added to this list shall be priced comparable to one of the fields listed above.

PART D – STREET DEPARTMENT

Street Department wishes to obtain quotes for right-of-way mowing. Budgetary restraints will dictate if these areas will be included in the bid.

Mowing period for this agreement will begin around the middle of March till the middle of October. Any mowing needed after that date will be on an as needed basis. Contractor will not start work until given approval by Chaz Dearmon. Locations will be mowed every 7 days unless otherwise indicated. The Town reserves the right to move mowing to 10-day rotation or stop mowing during slow growing periods.

Height of cut will be at 2 1/2" inches. Vendor will provide proof of equipment with variable cutting heights by submitting a listing of equipment that will be used for this contract.

Contractor is responsible for mowing away from all mulched areas including trees and vehicles. Clippings are not to be thrown or blown on vehicles. Vehicles that have clippings will be sent to a local car washing business and the cost will be deducted from contractor's payment. Any mulch disturbed must be repaired the same day. If repairs are not done, the Town reserves the right to withhold payment for days work. All cutting debris must be cleared from sidewalks, trails, and other paved areas.

Mowing instructions for areas 5-8 are to cut back off the road or sidewalks 10 feet and around telephone poles and fire hydrants.

Use of herbicide may be used, but areas and type of herbicide must be approved by Chaz Dearmon. Cost of the herbicide will be the responsibility of the contractor.

The area to be mowed and the price per cut is as follows:

STREET DEPARTMENT

Questions should be directed to Chaz Dearmon at 615-427-5970.

AREAS LOCATIONS	PRICE FOR MOWING ONLY	PRICE FOR MOWING & WEED EATING
1. Rock Springs Road Imperial to west Town Limits	$125.00	$150.00
2. Old Nashville Hwy. Sam Ridley to Chicken Pike	$325.00	$400.00
3. Enon Springs Old Nashville Hwy. to Florence Road	$200.00	$250.00
4. Pinto Drive Enon Springs to Hoover Drive	$40.00	$50.00
5. Aviation Parkway N Lowry Street to private road	$100.00	$125.00
6. Industrial Blvd Sam Ridley Pkwy West to Town limits	$80.00	$100.00
7. Sam Davis Road Sam Hager Road to Nissan Drive	$150.00	$175.00
8. Blair Road Rock Springs Road to Town limits	$100.00	$125.00
9. Grammer Lane Chaney Road to Movie Row	$30.00	$30.00

10. Mayfield Drive $50.00 $75.00
Enon Springs Road to Lowry Street

11. Lowry Street (SR-1) $600.00 $700.00
911 N Lowry Street to 5640 S Lowry Street

12. Jefferson Pike $400.00 $475.00
8 feet behind the sidewalks from Nissan Drive to the bridge over Stones River and the medians from the bridge over Stones River to I-840

TOTAL STREET DEPARTMENT $2,200.00 $2,655.00

FIRE DEPARTMENT

Questions should be directed to Assistant Chief Camron Phelps at 615-459-9735 extension 7579.

1. Fire Administration Office 145 South Lowry Street $75.00

TOTAL FIRE DEPARTMENT $75.00

CONTRACT AGREEMENT
Successful bidder will be expected to enter into a contract agreement with the Town of Smyrna. Agreement shall be signed, but not dated, by the proper business representative and submitted **with** the bid proposal.

SMYRNA BUSINESS LICENSE

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

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

If the person has no established physical location, outlet, or other place of business in the state, then such receipts will not be subject to the municipal business tax. Receipts from all taxable sales of any services or tangible personal property by a provider of video programming services will be sourced to the municipality where the property or service is received by the customer regardless of whether or not the provider has a physical location, outlet, or other place of business in that municipality.

Compensation of more than $100,000 from contracts performed in one municipality by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that municipality and the tax from such contracts will be distributed to that municipality. Compensation of $100,000 or less from contracts performed in one municipality by such person will be sourced to the municipality of the person's domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will not be subject to the municipal business tax. *(from Tennessee Business Tax Guide/ Tenn. Dept. of Revenue 2019; See also, Tennessee Works Tax Act (2023), Public Chapter 377, 2024 Session of the 113th General Assembly)*

INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

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

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

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

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

   b. The Contractor's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-

insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

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

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

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

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

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

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

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

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

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

F. SUBCONTRACTORS

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

G. WORKERS' COMPENSATION INDEMNITY

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

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

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

The contractor further agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of their defense, arising in favor of the contractor's employees or third

parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the contractor and/or its agents, employees, subcontractors, representative of the Town under this agreement.

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

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

AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20___, by and between Barton Lawn Care, a _____ _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of Annual Grass Mowing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF SMYRNA, TENNESSEE

By: _____
Name: Mary Esther Reed
Title: Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

BIDDER:

By: Gary Barton
Title: Owner

ATTEST:

Christy Barton
Christy Barton, Witness

TOWN OF SMYRNA

TITLE VI COMPLIANCE SURVEY

The Town of Smyrna intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964; 49 CFT, PART 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information:

NAME OF COMPANY Barton Lawn Care

NAME OF OWNER/CONTRACTOR: Gary Barton

ADDRESS OF OWNER/CONTRACTOR: 1711 Oxford Drive

COUNTY: Rutherford

TYPE OF SERVICES PROVIDED: Annual Grass Mowing

CONTRACT: Town of Smyrna

OWNER/CONTRACTOR
(Race/Gender)

White Male	1
White Female	
African-American Male	
African-American Female	
Hispanic Male	
Hispanic Female	
Native American Male	
Native American Female	
Asian-American Male	
Asian-American Female	
Other _____Male	
Other _____Females	

EMPLOYEES
(Number in each category)

White Males	2
White Females	
African-American Males	
African-American Females	
Hispanic Males	2
Hispanic Females	
Native American Males	
Native American Females	
Asian-American Males	
Asian-American Females	
Other _____ Males	
Other _____ Females	

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-DISCRIMINATION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or Other Project,

Barton Lawn Care

1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification, if awarded a contract for this project, agrees in performance of work:

2. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, religion, sex, national origin, age, or disability:

3. to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the Town;

4. require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name Gary Barton Date 2/9/2026

Signature Gary Barton Title Owner

Printed or typed name and title

AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF Rutherford OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for Barton Lawn Care;
2. That the bidding entity has submitted a bid to the Town of Smyrna for the construction of Annual Grass Mowing;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with §50-9-113, *Tennessee Code Annotated.*
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

_____
AFFIANT

SUBSCRIBED AND SWORN TO before me this ____day of _____, 20___.

_____
NOTARY PUBLIC

My Commission expires: _____

50-9-113. State and local government construction contracts.

(a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.

(b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.

(c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.

(d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch.918,§§ 1,2.]

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or other Project,

Barton Lawn Care

1. the undersigned states that he does not knowingly utilize the services of **illegal immigrants** in the performance of a contract for goods or services entered into with the Town of Smyrna:

2. and will not knowingly utilize the services of any subcontractor who will utilize the services of **illegal immigrants** in the performance of the contract;

3. If any person who contracts to supply goods or services to the Town of Smyrna or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of **illegal immigrants** in the performance of the contract to supply goods or services to the Town of Smyrna, the Town of Smyrna shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the Town of Smyrna for a period of one (1) year from the date of discovery of the usage of **illegal** immigrant services in the performance of a contract to supply goods or services to the Town of Smyrna

.

Contractor's Name Gary Barton
Printed or typed name and title

Date 2/9/2026

Signature Gary Barton

Title Owner

TOWN OF SMYRNA CONTRACT

CERTIFICATE OF NON-COLLUSION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or other Project:

Barton Lawn Care

the undersigned hereby declares that no person or party other than the undersigned has any interest whatever in the submitted bid proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

Contractor's Name Gary Barton
Printed or typed name and title

Date 2/9/2026

Signature Gary Barton

Title Owner

SECTION III - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the annual non-parks mowing contract shall be in complete accordance with the specifications detailed herein.

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

Proposal Exceptions

Section	Brief Description

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

Barton Lawn Care
COMPANY NAME

615-300-4152
PHONE NUMBER

Gary Barton
REPRESENTATIVE NAME

Owner
REPRESENTATIVE TITLE

Gary Barton
SIGNATURE

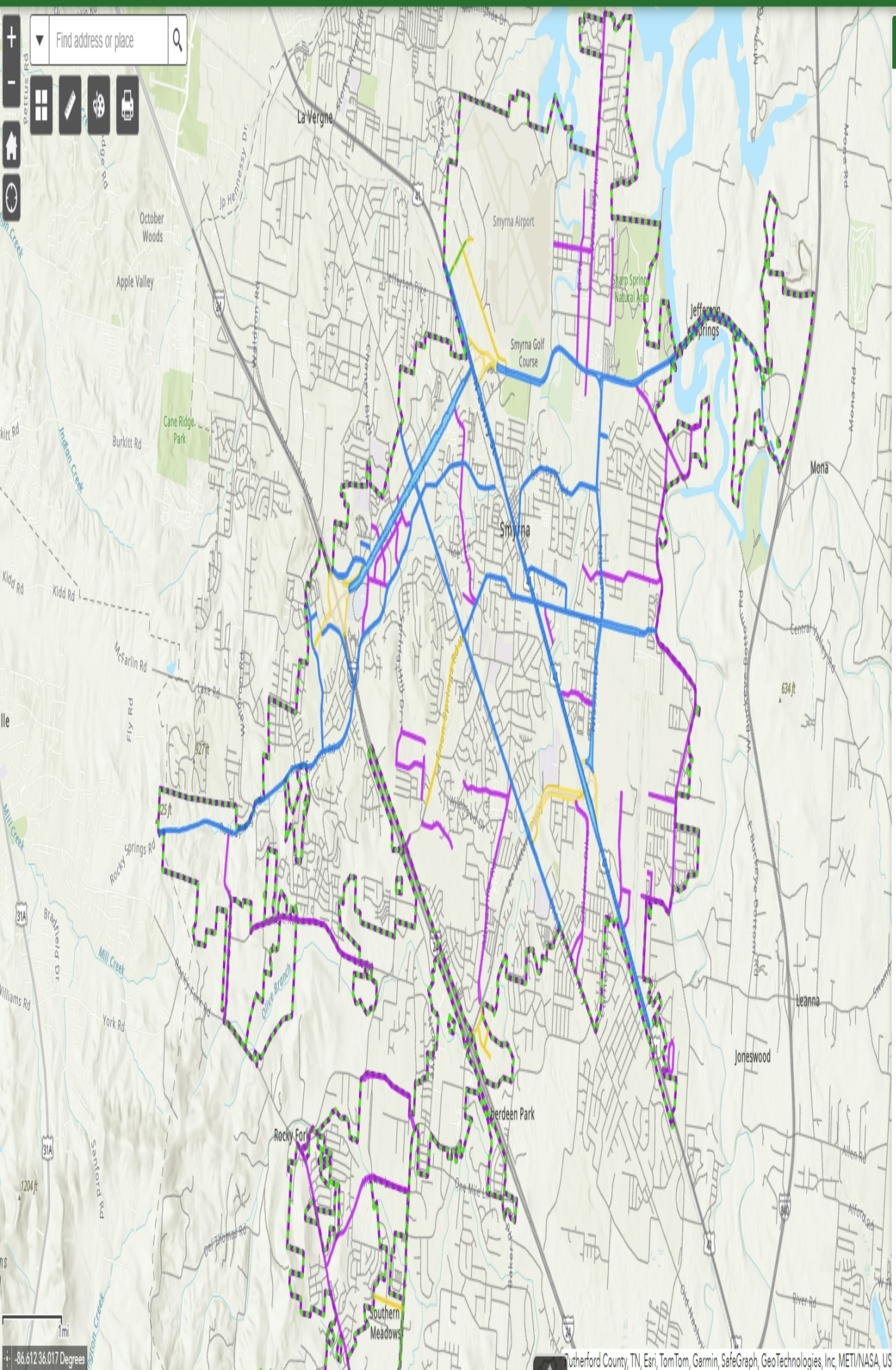
blc8394@gmail.com
EMAIL ADDRESS

Mandatory Non-parks Mowing Pre-Bid Conference
February 4, 2026 at 10:00a.m.

Name	Company	Phone Number	Email Address please print
1. Beth Morris	Town of Smyrna	615 267-5409	beth.morris@townofsmyrna.org
2. Jimmy Stitt	TOS	615 308 9538	jimmy.stitt@townofsmyrna.org
3. Robert Polk	Citygreen Services	985-718-9147	robert@citygreenservices.com
4. Hughes Burton	Burton Lawncare	615-300-4152	burtonlawncare89@gmail.com
5. Dennis Skiles	D/S Lawn	615 971 2658	Skiles.Dennis@yahoo.com
6. Johnnie Moore	Town of Smyrna	615-772-5074	Johnnie.Moore@TownofSmyrna.org
7. Blake Connelly	Town of Smyrna Fire	615-987-2842	Blake.Connelly@townofsmyrna.org
8. Randal McCoy	" " "	615-483-8952	Randal.mccoy@town of Sgm.org
9. Casey moore	LSI	931-494-6929	Casey moore@LSIpros.net
10. Mark Parker	TOS	615-809-6041	mark.parker@townofsmyrna.org
11. Kevin Relford	TOS	615-354-4965	Kevin.relford@townofsmyrna.org
12. Pete Johnson	TOS	615 663 6055	pete.johnson@TownofSmyrna.org
13. Antoine Carter	3C's Lawn Care	615-977-8917	ANTOINEJ24@YAHOO.COM
14. Stanley Cary	FIRESTAR Lawn Mgmt	215-498-4070	JenACAR@Comcast.net
15. David O'Connor	O'Connor Group LLP	865 604 0254	oconnor.josh@outlook.com
16. Chaz Dearman	Town of SMYRNA	615-427-5920	
17. Justin Lowry	~~Russell Town of Smyrna~~	615 973-5840	JustinKLowry@GMAIL.com
18. Mike O'Connor	O'Connor Group	865-332-8106	oconnormike456@gm.l
19. Chris Will	Russell Landscape	615-973-5840	Chris Will@RussellLandCare.com JustinL@RussellLandscape.com
20.			

Mowing Routes

with ArcGIS Web AppBuilder



Legend

Mowing Routes

Mowing Routes

Mower

- Large Tractor
- Small Tractor
- Zero Turn- Barton
- Zero Turn- Contracted

Base Map

Road Centerlines

Town Limits

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 4.
Department: Public Works
Date: February 26, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract extension with TDOT for the Enon Springs Sidewalk Replacement Project.

Fiscal Impact:
There is no fiscal impact with this. It is a timeline extension for the TDOT funded sidewalk replacement project along Enon Springs from ONH to Hazelwood.

Contract Type:
Contract Change Order /Amendment

Contract Term (if applicable):
The terms have changed to extend this project to December 31, 2028.

Background:
Currently, we have completed NEPA and are working on Design plans for the sidewalk replacement project. This project is to upgrade sidewalks and crossings to meet current ADA requirements per our Self Evaluation.

Summary:
This is a contract extension to December 31, 2028 for PIN 129833 (Enon Springs Sidewalk Replacement).

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

Attachments:
1. PIN 129833 Contract Extension

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
12TH FLOOR, WILLIAM R. SNODGRASS TOWER
312 ROSA L. PARKS AVENUE
NASHVILLE, TN 37243
(615) 741-2208

WILL REID
COMMISSIONER

BILL LEE
GOVERNOR

February 6, 2026

The Honorable Mary Esther Reed
Mayor, Town of Smyrna
315 South Lowry Street
Smyrna, TN 37167

Re: Enon Springs Road West, from Old Nashville Highway to Hazlewood Drive; Mason Tucker Drive, from Enon Springs Road West to Phillips Drive; Hazlewood Drive, from Todd Lane to Enon Springs Road West
Smyrna, Rutherford County
PIN: 129833.01
Federal Project Number: TAP-9315(14)
State Project Number: 75LPLM-F3-114
Agreement Number: 220037

Dear Mayor Reed:

Thank you for your letter dated January 30, 2026 requesting an extension.. Based on the justification provided, we concur that an amendment is justified.

I am attaching an amendment to the original contract to this letter. The amendment extends the expiration date of the contract. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Robert Harris at 615-253-5880 or robert.harris@tn.gov.

Sincerely,

Mike Gilbert

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

Amendment Number: 2

Agreement Number: 220037

Project Identification Number: 129833.01

Federal Project Number: TAP-9315(14)

State Project Number: 75LPLM-F3-114

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20___ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the TOWN OF SMYRNA (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Enon Springs Road West, from Old Nashville Highway to Hazlewood Drive; Mason Tucker Drive, from Enon Springs Road West to Phillips Drive; Hazlewood Drive, from Todd Lane to Enon Springs Road West

1. The language of Agreement # 220037 A1 dated September 19, 2024 Section B.2 a) is hereby deleted in its entirety.

2. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **December 31, 2028**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

TOWN OF SMYRNA

By: _____ _____

Mary Esther Reed **Date**
Mayor

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____ _____

Will Reid **Date**
Commissioner

APPROVED AS TO
FORM AND LEGALITY

By: _____ _____

Jeff Peach **Date**
Attorney

APPROVED AS TO
FORM AND LEGALITY

By: _____ _____

Leslie South **Date**
General Counsel

By: _____ _____

Steve Allen **Date**
Director, Local Programs
& Community Investments
Division

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 5.
Department: Public Works
Date: February 26, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract amendment with Gresham Smith for Roadway and Signal Design services for the Rock Springs Road at Old Nashville Highway intersection improvements.

Fiscal Impact:
Under GL Account number 320-43130-936 "Rock Springs Road at Old Nashville Highway Intersection" there is a budget of $300,000. The originally approved contract is for $227,350. This includes survey and Functional Design for Phase I from Austin Lee to Needham and Phase II survey only from Cedar Grove Road to Austin Lee. This will leave $72,650 to cover a portion of this addendum. Next fiscal year we are proposing a budget in this CIP of $1.3M.

Contract Type:
Original Contract
Contract Change Order /Amendment

Contract Term (if applicable):
Town of Smyrna typical contract terms. This contract will expire when work is complete.

Background:
This intersection has been operating at a level of service F during peak AM and PM for many years. This design will take this intersection to a level of service C/D during peak times. This area is very challenging as there are several underground utilities, narrow ROW, utility poles, and developed properties nearby. This intersection is very close to the Sam Ridley and ONH intersection. It is vital to upgrade this intersection so it functions better with the SR @ ONH intersection.

Summary:
This contract addendum will cover the costs to develop functional layouts for Phase 2 from Cedar Grove Road to Austin Lee. It also includes taking the functional layout from Cedar Grove Road to Needham Drive to ROW Plans. Total for this design is $801,200 for a total project fee of $1,028,550.

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

Attachments:

1. Rock Springs Road Amendment for Design (002) - Unsigned
2. Gresham Smith (Rock Springs Road Survey) Executed

EXHIBIT G – Amendment to Owner-Engineer Agreement

Amendment No. 1

The Effective Date of this Amendment is: February 2, 2026

Background Data

Effective Date of Owner-Engineer Agreement: October 10, 2024

Owner: Town of Smyrna

Engineer: Gresham Smith

Project: Rock Springs Road

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

☒ Additional Services to be performed by Engineer
☒ Modifications to services of Engineer
☐ Modifications to responsibilities of Owner
☒ Modifications of payment to Engineer
☒ Modifications to time(s) for rendering services
☐ Modifications to other terms and conditions of the Agreement

Description of Modifications: Proceed with design for the section of Rock Springs Road from Austin Lee Drive to Needham Drive.

Agreement Summary: This Amendment provide a NTP with survey of Phase 2. In addition, this Amendment adds concept layouts for Phase 2 which were not included in the original contract. The Amendment also includes design through ROW plans for Phases 1 and 2.

Original agreement amount:	$227,350.00
Net change for prior amendments:	$0
This amendment amount:	$801,200.00
Adjusted Agreement amount:	$1,028,550.00
Change in time for services (days or date, as applicable):	N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

In witness whereof, the parties have caused their duly authorized representatives to execute this Amendment as of the date shown below.

OWNER:
Town of Smyrna

By: _____
Print name: _____
Title: _____
Date: _____

ENGINEER:
Gresham Smith

By: _____
Print Name: Jody Vance, P.E.
Title: Project Executive
Date: February 2, 2026

Gresham Smith

Scope of Work
Rock Springs Road from Cedar Grove Drive to Needham Drive
Town of Smyrna, Tennessee

PROJECT DESCRIPTION

The purpose of this project is to increase capacity on Rock Springs Road between Cedar Grove Drive and Needham Drive, including improvements at the intersection of Rock Springs Road and Old Nashville Highway. The project involves widening Rock Springs Road to a five-lane curb and gutter section with sidewalk from Cedar Grove Drive to Needham Drive. Concepts will be developed for Rock Springs Road from Cedar Grove Drive to Austin Lee Drive to determine utility and right-of-way impacts prior to advancing into full design.

At the intersection of Rock Springs Road and Old Nashville Highway, the design will provide dual left-turn lanes for the northbound, eastbound, and westbound approaches, along with right-turn lanes for the northbound, southbound, and westbound approaches. A new signal will also be installed at this intersection.

Right-of-way acquisition will be required for this project. The Right-of-Way services will be provided by the Town of Smyrna.

DESCRIPTION OF SERVICES

The purpose of these services is to develop functional layouts that identify potential right-of-way and utility impacts associated with proposed improvements to Rock Springs Road from Cedar Grove Drive to Austin Lee Drive. In addition, Right-of-Way plans will be developed for the entire proposed project from Cedar Grove Drive to Needham Drive, in accordance with Tennessee Department of Transportation (TDOT) standards.

This scope and fee assumes the full five-lane typical section to be used for the segment from Cedar Grove Drive to Needham Drive. The following tasks are anticipated to be necessary to meet the Town of Smyrna's requests:

Functional Layouts **$31,300.00**

The following services will be provided for Rock Springs Road from Cedar Grove Drive to Austin Lee Drive:

I. Roadway Layout
Modify the proposed pavement and pavement markings shown in functional layouts developed in 2018 as needed to tie into the adjacent section of Rock Springs Road east of Austin Lee Drive.

II. Estimate ROW Impacts
Use survey and the proposed roadway layout to estimate potential ROW impacts required based on the proposed improvements. Estimated proposed ROW lines will

be shown on the functional layouts to illustrate the magnitude of potential ROW impacts.

III. Identify Potential Utility Impacts

Review the existing utilities identified by survey and analyze potential impacts based on the proposed roadway layout and estimated proposed ROW lines. Utility locations will be added to the functional layouts to highlight potential utility impacts.

IV. Update Opinion of Probable Cost

Update the 2018 cost estimate based on changes to the roadway layout, ROW, and utility impacts to assist the Town's budgeting for construction. Updated unit costs will reflect recent increases material prices.

V. Finalize Deliverables

Internally review the updated functional layouts and submit them to the Town of Smyrna for initial review. Address the Town's comments and submit final deliverables.

VI. Coordination Meeting

Prepare for and attend one coordination meeting with the Town of Smyrna to summarize updates to the functional layouts and the magnitude of potential ROW and utility impacts. The final deliverables are assumed to be used as the basis for presentation materials.

Note: The scope of work for Functional Layout services excludes obtaining traffic counts or performing a traffic analysis. The design will utilize a five-lane curb and gutter section with sidewalk, as recommended in the 2018 study, for the subsequent phases.

Roadway Design **$718,100.00**

The roadway design scope includes development of Right-of-Way plans and coordination with utility owners from Cedar Grove Drive to Needham Drive. Utility coordination ensures affected utility companies are informed of the proposed improvements relative to existing facilities and any planned future growth or relocation efforts. The objective is to minimize impacts while coordinating utility work within the project area.

Tasks included in developing Right-of-Way Plans:

a) Set horizontal and vertical alignments.
b) Develop cross sections at 50-foot intervals.
c) Create typical sections.
d) Design storm sewer systems.
e) Size drainage ditches.
f) Design box culvert extension.
g) Retaining wall layout sheets for 3 separate walls.
h) Establish proposed ROW acquisition limits and easements, including stakeout information.
i) Prepare right-of-way exhibits and easement acquisition descriptions for 15 tracts.
j) Develop pavement marking and signing plans.
k) Prepare erosion prevention & sediment control plans.
l) Develop a traffic control plan.
m) Calculate estimated quantities.

n) Prepare an itemized cost estimate.

Tasks performed by the Utility Coordinator:

a) Distribute ROW/Utility plans to affected utility owners.
b) Request relocation plans from utilities and facilitate discussions to minimize construction conflicts. Gresham Smith will facilitate coordination efforts but will not manage utility conflict resolution during the design phase.

Deliverable
Final Right-of-Way plans and cost estimate submitted to the Town of Smyrna for approval and distribution to utility owners.

Signal Design **$51,800.00**

Gresham Smith will provide traffic signal design services for replacement of existing traffic signals at the intersections of Rock Springs Road and Old Nashville Highway, and Rock Springs Road and Isabella Lane, accommodating the proposed roadway improvements.

The design will be based on survey data and the roadway design plans developed under the Roadway Design scope and will conform to applicable TDOT standards, methods, and procedures.

The existing intersections serve two approaches each for Rock Springs Road, Old Nashville Highway and Isabella Lane/Spring Hill Drive, with pedestrian crosswalks on all approaches.

The signal design will include the following components:

a) Type and location of signal poles.
b) Signal head type and placement.
c) Controller and cabinet type and placement (replacement of existing equipment).
d) Replacement or upgrade of detection systems for stop bar and advanced vehicle detection.
e) Electrical service connection placement.
f) Wiring diagram.
g) Signal phasing diagram.
h) Pedestrian equipment type and placement.
i) Calculation of estimated quantities.
j) Preparation of a cost estimate.

Coordination will be conducted with local utilities and the Town of Smyrna. Up to two virtual coordination meetings and one site review are included. Design plans will be prepared for one Right-of-Way plan phase submittal, including the cost estimate. Additional fees will be required if the project is split into multiple sets of Right-of-Way plans.

Deliverable
Final Signal Right-of-Way plans and cost estimate submitted to the Town of Smyrna for approval and distribution to utility owners.

Additional Services:

The following services are **not** included in this scope, but may be performed upon request of the owner for additional fees.

- Development of construction plans
- Title searches, appraisals and ROW negotiations (provided by the Town)
- Structural design of retaining walls or special drainage structures.
- Geotechnical exploration, reporting, and design
- Permit fees, application or mitigation fees (paid by the Town)
- Advertisement Fees
- Stream, wetland, or sinkhole mitigation design
- Lighting design and analysis
- Development or implementation of signal timing plans
- Construction, ROW or easement staking
- Biological assessments
- Additional survey work due to field changes
- Subsurface Utility Engineering (SUE) Levels “A” & “B”
- FEMA map revisions
- ITS design
- As-built plans and construction surveying
- Utility relocation design services and plans
- Utility conflict resolution or deconfliction services
- Construction engineering, inspection or administration
- Review of contractor shop drawings
- Landscape design
- Traffic analysis or modeling
- Pavement design (Town standard will be used)
- Redesign due to stakeholder input or general realignment changes by the Town
- Public meeting support (attendance, exhibits, sign in sheets, comment cards, deposition)
- Construction Services (assistance during construction)
- Utility Design
- Traffic counts, modeling and/or analysis.

Our proposed fee is:

Grand Total Lump Sum: $801,200.00

Gresham Smith

September 11, 2024

Mr. Charles King, P.E.
Town Engineer
Town of Smyrna
315 S. Lowry St.
Smyrna, TN 37167

Subject: **Rock Springs Road Survey, Traffic and Functional Layouts**
Smyrna, Tennessee

Dear Mr. King:

We are providing this proposal to provide functional layouts and survey for Rock Springs Road from Austin Lee Drive to Neeedham Drive. At the request of the Town the scopes and fees are provided for Phase 1 and Phase 2 for the project. The purpose of this project is to update traffic volumes to determine how many lanes are justified, complete a signal warrant, provide survey and complete functional layouts to show impacts to properties and utilities. Below please find a detailed scope of work and the estimate fee to provide these services.

Scope of Work – A detailed scope of services is attached.

Fee Summary – The fee for providing services for Phase 1 is $133,420.00. The fee for providing services for Phase 2 is $93,930.00. Both fees are lump sum and include miscellaneous expenses.

Notice to Proceed – We are available to begin work upon your Notice to Proceed (NTP) with Phase 1. Phase 2 will not be completed until the Town issues a NTP to that Phase.

We appreciate the opportunity to provide this proposal to the Town of Smyrna and to continue working with you and your staff. If you should find this proposal acceptable, you may sign this letter as your notice to proceed. The Town will execute and their own agreement with Gresham Smith for this project

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100

GreshamSmith.com

Genuine Ingenuity

with the attached servicing as the scope and fee for that agreement. Should you have any questions you may contact Diane Regensburg at Diane.Regensburg@greshamsmith.com.

Sincerely,

Jody Vance, P.E.
Project Executive

Town of Smyrna

Mary Esther Reed, Mayor

Attachments
Scope and fee

Gresham Smith

Scope of Work for Rock Springs Road from Austin Lee Drive to Needham Drive
Functional Layouts, Survey and Signal Warrant/Traffic Volumes
Town of Smyrna

PROJECT DESCRIPTION

The scope of this project has been divided into two phases at the request of the Town. The general scope of the project consists of the development of functional layouts for the proposed improvements to Rock Springs Road from Austin Lee Drive to Needham Drive, including the intersections of Rock Springs Road and Austin Lee Drive and Rock Springs Road and Old Nashville Highway. The development of functional layouts will include establishing the number of lanes to be constructed based on updated traffic analysis as well identifying the magnitude of potential right-of-way and utility impacts. A cost estimate will also be developed to assist the Town in budgeting for construction. In addition to the functional layouts, scopes and fees are provided for updating traffic volumes, providing a signal warrant, and obtaining survey for Phase 1 and Phase 2. Detailed scopes and fees are provided below.

DESCRIPTION OF SERVICES

A. Survey Phase 1 — $103,420

HMB will perform a full engineering design survey for approximately 0.50 miles along Rock Springs Road from southwest of Austin Lee Drive to northeast of Needham Drive. The DTM width will vary with an approximate average of 200'. Side road alignments will be included along Austin Lee Drive, Old Nashville Highway, and Needham Drive. See the attachment for a more detailed location of the survey limits.

HMB will use a combination of traditional ground survey methods along with mobile and aerial lidar to collect topographic and roadway features. Field survey services will be used to collect aboveground utilities and storm and sanitary inverts. A quality level "B" S.U.E. investigation will be included throughout the limits. Right-of way-lines will be resolved throughout the survey limits along with the resolution of 35 property tracts (see attached map for tract count). Deliverables will be in ORD formats per TDOT CADD standards.

B. Functional Layouts — $23,000

The purpose of these services is to develop functional layouts identifying the number of lanes and potential right-of-way and utility impacts associated with proposed improvements to Rock Springs Road from Austin Lee Drive to Needham Drive. We believe the following services to be provided by task as listed below will be necessary to meet the Town of Smyrna's requests:

I. **Update Roadway Layout**
Gresham Smith will modify the proposed pavement and pavement markings shown in functional layouts developed in 2018 as needed to update the number of lanes to be constructed based on the traffic analysis.

II. **Estimate ROW Impacts**
Gresham Smith will use survey and the proposed roadway layout to estimate potential ROW impacts required based on the proposed improvements. Estimated proposed ROW lines will be shown on the functional layouts to convey the magnitude of potential ROW impacts.

III. **Identify Potential Utility Impacts**
Gresham Smith will review the locations of existing utilities identified by survey and analyze potential impacts based on the proposed roadway layout and estimated proposed ROW lines. Utility locations will be added to the functional layouts to convey potential utility impacts.

IV. **Update Opinion of Probable Cost**
Gresham Smith will update the cost estimate developed in 2018 based on changes to the roadway layout and estimated right-of-way and utility impacts to assist the Town in budgeting for construction. More recent unit costs will be used to reflect increases in cost of materials since the previous cost estimate was developed.

V. **Finalize Deliverables**
Gresham Smith will internally review the developed functional layouts and submit to the Town of Smyrna for initial review. Comments received from the Town will be addressed and the following final deliverables will be submitted:

Deliverables:

- PDF Package for Functional Layouts and Cost Estimate
  - Proposed layout showing proposed pavement, pavement markings, estimated ROW lines, and utilities
  - Opinion of Probable Cost

VI. **Coordination Meeting**
Gresham Smith will prepare for and attend a single coordination meeting with the Town of Smyrna to summarize the updates to the functional layouts based on traffic analysis and the magnitude of potential right-of-way and utility impacts. The content produced as the final deliverables is assumed to be used for the presentation materials.

C. Traffic Generation **$5,000**

This scope of services describes the work necessary for Gresham Smith to assist the Town of Smyrna with the preparation of traffic analysis for the modification of the existing intersections of Rock Springs Road with Old Nashville Highway (signalized) and with Austin Lee Drive (unsignalized) in Smyrna, Tennessee. The scope of services is outlined below.

- Contract with a subconsultant to provide AM and PM peak hour traffic count data for the intersection of Rock Springs Road with Austin Lee Drive.
- Review traffic count data collected by others.
- Review two TDOT traffic count stations on Rock Springs Road and two TDOT traffic count stations on Old Nashville Highway to estimate a growth rate for traffic projections.
- Estimate future volumes at the intersection of Rock Springs Road with Old Nashville Highway for 2028 and 2048.
- Perform intersection capacity analysis at the intersection of Rock Springs Road with Austin Lee Drive based on existing volume conditions to estimate potential queue lengths for the purposes of roadway design.
- Perform intersection capacity analysis of the intersection of Rock Springs Road with Old Nashville Highway under existing and future volume conditions to determine an appropriate number of lanes for each approach and estimate potential queue lengths for the purposes of roadway design.
- Written summary of the queue length analysis and lane analysis.

D. Signal Warrant Analysis **$2,000**

Signal warrant analysis will be provided for the intersection of Rock Springs Road with Austin Lee Drive. The signal warrant analysis fee assumes the items in Section C are completed in addition to the signal warrant as the traffic volumes are needed for the signal warrant. The scope of services is provided below:

- Contract with a subconsultant to provide consecutive 12-hour approach traffic count data for the intersection of Rock Springs Road with Austin Lee Drive.
- Review traffic count data collected by others.
- Prepare a signal warrant analysis for the intersection of Rock Springs Road with Austin Lee Drive based on vehicular volume (MUTCD Warrants 1 and 2).
- Written summary of the signal warrant analysis

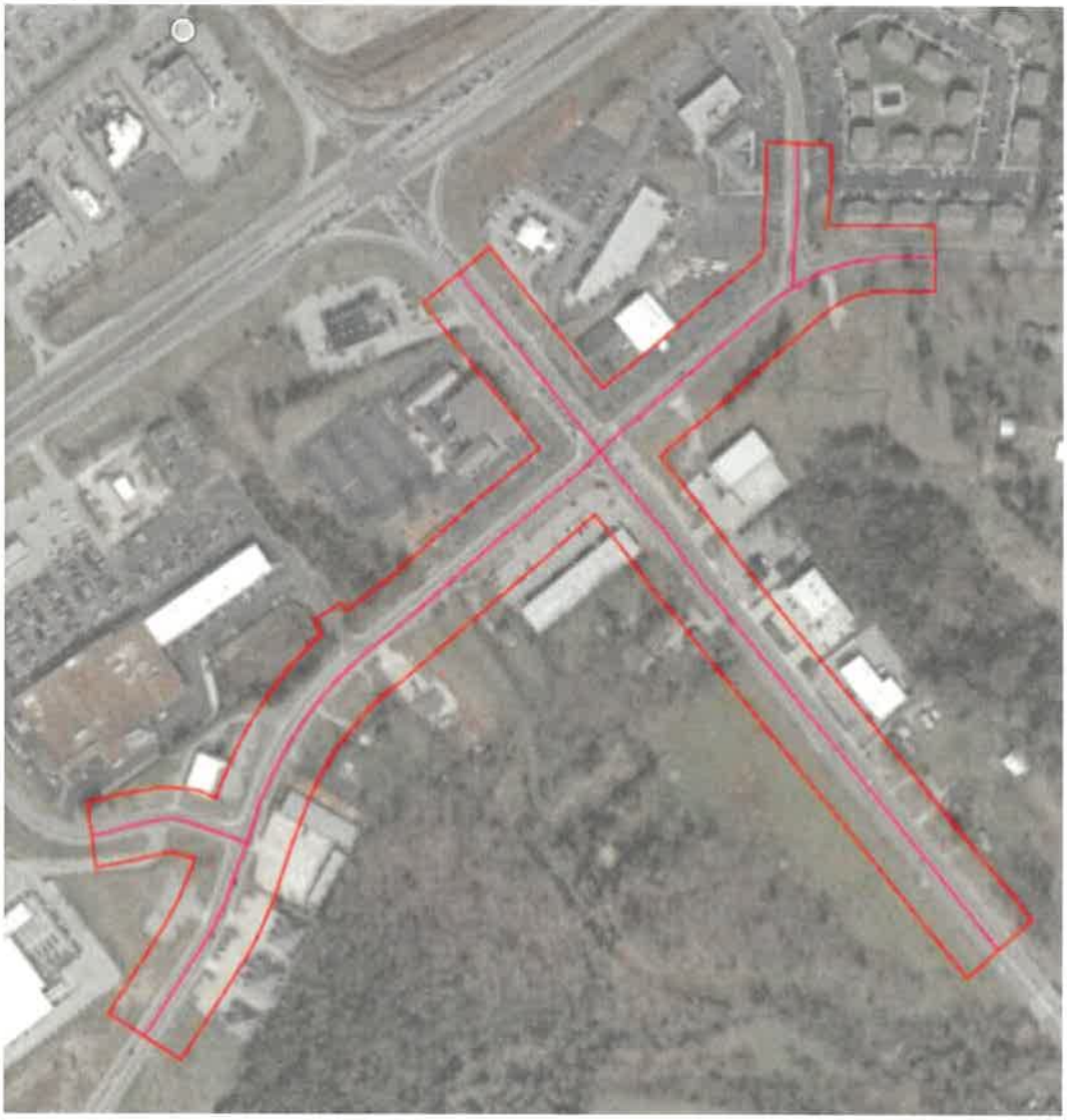
Following is a list of assumptions for the traffic portions of this scope:

- Traffic signal timing and operation information will be provided by the Town of Smyrna.
- Traffic analysis for the intersection of Rock Springs Road with Old Nashville Highway will rely on existing traffic volume data provided in the 2023 Spring Branch Townhome Development Traffic Impact Study.
    - This will include projected development volumes and trip distribution from this study.
- Projected development volumes and trip distribution from the 2020 *Harts Branch Village Development Traffic Impact Study* will be used in the Traffic analysis for the intersection of Rock Springs Road with Old Nashville Highway.
- Intersection capacity analysis will be based on the methods in the latest edition of the Highway Capacity Manual.

Our proposed fee for Phase 1 is:

Grand Total Lump Sum Phase 1: **$133,420.00**

Survey Limits



1620 Gateway Blvd., STE 201, Murfreesboro, TN 37129 (615) 278-1500 hmbpe.com

Tract Count

E. Survey Phase 2 **$93,930**

HMB will perform a full engineering design survey for approximately 0.56 miles along Rock Springs Road from southwest of Cedar Grove Road to southwest of Austin Lee Drive. The DTM width will vary with an approximate average of 200'. Side road alignments will be included along Cedar Grove Drive, Potomac Place, Jim Parker Drive, and Isabella Lane/Spring Hill Drive. See the attachment for a more detailed location of the survey limits.

HMB will use a combination of traditional ground survey methods along with mobile and aerial lidar to collect topographic and roadway features. Field survey services will be used to collect aboveground utilities and storm and sanitary inverts. A quality level "B" S.U.E. investigation will be included throughout the limits. Right-of-way lines will be resolved throughout the survey limits along with the resolution of 28 property tracts (see attached map for tract count). Deliverables will be in ORD formats per TDOT CADD standards.

Grand Total Lump Sum Phase 2: **$93,930.00**

Grand Total Phase 1 and Phase 2 Lump Sum: **$227,350.00**

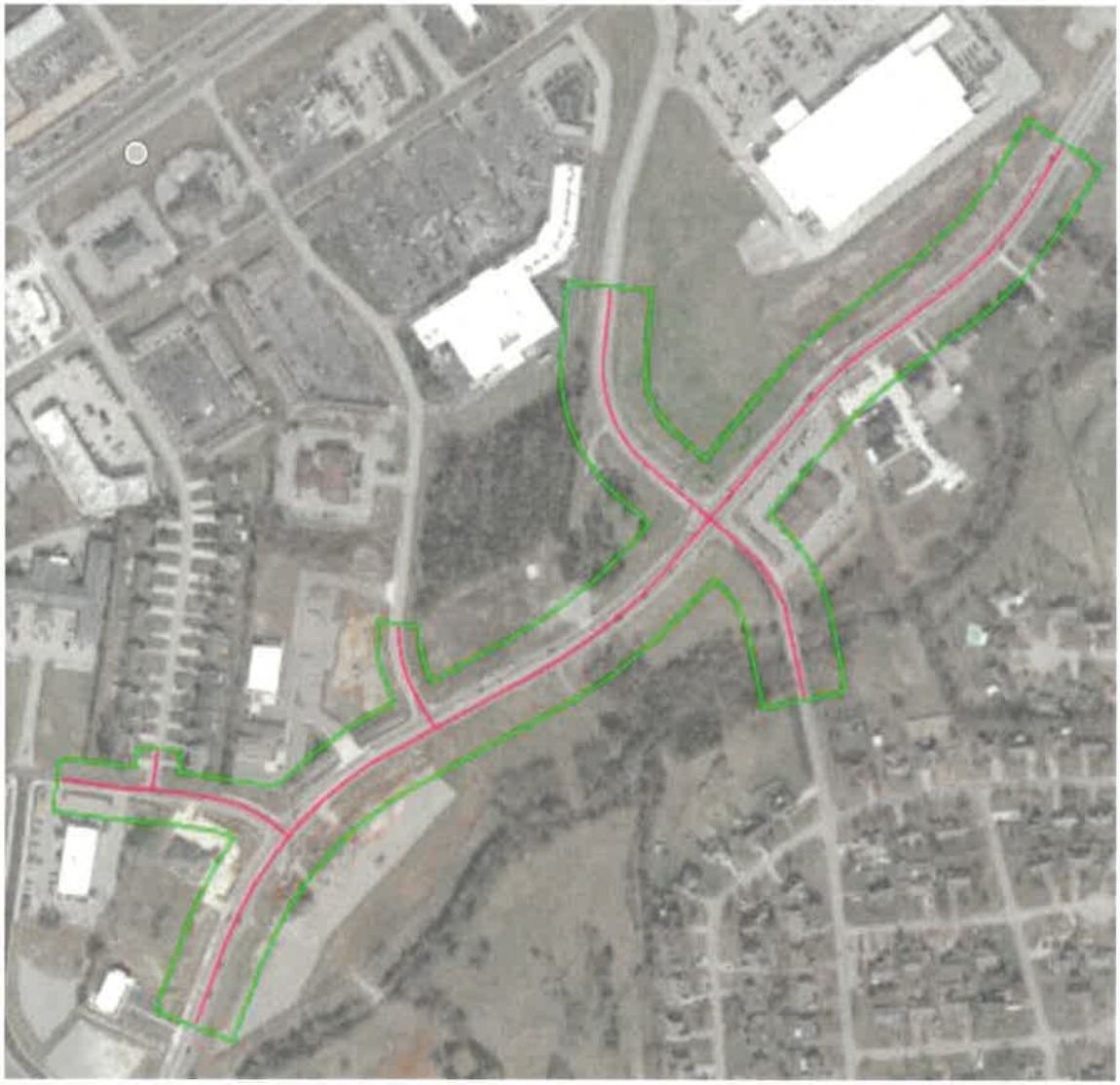
Additional Services that apply to Phase 1 and Phase 2:

The following services are **not** included in the scope, but may be completed at the request of the owner for additional fees.

- Roadway Design & Engineering
- Drainage Design & Engineering
- Traffic Signal Design
- Environmental Tech Studies
- Geotechnical Exploration
- Utility Coordination
- Utility Relocation Design Services
- ROW Design
- ROW or Easement Staking
- Appraisals
- Title Searches, Property Owner Negotiations, and Closings
- Public Meetings
- Analysis at additional intersections and/or additional scenarios (phases of construction)
- Analysis of alternative intersection configurations

- Traffic signal design or modification and/or associated design plans
- Crash or safety analysis
- Year-of-failure capacity analysis
- Projected volumes for future warrant analysis
- Estimated volumes for additional developments not noted in this scope
- All construction, right-of-way, and easement staking, and the creation of easement and right-of-way acquisition documents are excluded. Quality level "A" S.U.E. and a hydraulic survey along Rock Spring Branch will also be excluded.

Survey Limits



HMB + WISER CONSULTANTS
1620 Gateway Blvd., STE 201, Murfreesboro, TN 37129
(615) 278-1500
hmbpe.com

Tract Count

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.
Department: Legal
Date: February 26, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an amendment to the Lease with Rutherford County, Tennessee for property located at 440 Enon Springs Road East.

Fiscal Impact:
Nuetral

Contract Type:
Original Contract

Contract Term (if applicable):
This amendment modifies an existing lease between the Town of Smyrna, Tennessee (Landlord) and Rutherford County, Tennessee (Tenant), originally dated January 10, 2006. The key changes are:
1. Premises Address Correction
2. Premises Description
3. Lease Term Correction
4. Extension Options
5. Savings Clause

Background:
In January 2006, the Town of Smyrna, Tennessee entered into a lease agreement with Rutherford County, Tennessee for property located at 440 Enon Springs Road East, Smyrna, Tennessee 37167. The premises were leased for use by the Tenant as an ambulance service station. The amendment notes that the original lease contained certain clerical errors, including an incorrect address of 400 Enon Springs Road and an erroneous expiration date of January 9, 2026, despite the lease providing for a thirty (30) year term beginning January 10, 2006. This amendment was executed to correct those errors and confirm the proper terms of the lease.

Summary:
This amendment modifies an existing lease between the Town of Smyrna, Tennessee (Landlord) and Rutherford County, Tennessee (Tenant), originally dated January 10, 2006. The key changes are:
1. Premises Address Correction

The original lease erroneously listed the address as 400 Enon Springs Road. The amendment corrects it to 440 Enon Springs Road East, Smyrna, Tennessee 37167.
2. Premises Description
The replacement Section 1 describes the premises as approximately 2,435 square feet located in the 3rd civil district of Rutherford County, including four (4) parking spaces.
3. Lease Term Correction
The original lease stated a 30-year term but erroneously listed the expiration as January 9, 2026. The amendment corrects the end date to January 9, 2036.
4. Extension Options
The Landlord may extend the lease for up to two (2) additional periods of ten (10) years each, under the same terms and conditions, provided the extensions are in writing and signed by both parties.
5. Savings Clause
All other provisions of the original lease remain in full force and effect.
In essence, this is a clean-up amendment that corrects clerical errors in the address and expiration date, while also formalizing extension options.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. AMENDMENT TO LEASE AGREEMENT.revised.2.2.26
2. 2006 Lease Agreement Town of Smyrna for Ambulance Station_ (1)

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO THE LEASE AGREEMENT ("Amendment") is made and entered into this _____ day of _____, 2026, by and between the Town of Smyrna, Tennessee, a municipal corporation (hereinafter referred to as "Landlord") and Rutherford County, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant executed a Lease Agreement ("Lease") dated the 10th day of January, 2006 for the leasing of a certain premises in the Town of Smyrna, Tennessee for use by Tenant as an ambulance service station (the "Premises"); and

WHEREAS, Section 1 of the Lease erroneously states that the address of the Premises is 400 Enon Springs Road, Smyrna, Tennessee 37167; and

WHEREAS, Landlord and Tenant agree that the correct address of the Premises is 440 Enon Springs Road East, Smyrna, Tennessee 37167; and

WHEREAS, Section 2 of the Lease provides that the term of the Lease is for a period of thirty (30) years beginning on the 10th day of January, 2006 but erroneously lists the expiration date as the 9th day of January, 2026; and

WHEREAS, Landlord and Tenant agree that the correct end date for the Lease is the 9th day of January, 2036; and

WHEREAS, Landlord and Tenant have agreed to amend the Lease as provided hereinbelow.

NOW, THEREFORE, the Lease is hereby amended as follows:

1. Section 1 is hereby deleted in its entirety and replaced with the following:

   PREMISES: That in consideration of the covenants of the parties hereto, one with another, to be performed by them at the time and in the manner hereinafter set forth, the Landlord does hereby lease unto Tenant those premises herein referred to as "the Premises", situated in the 3rd civil district of Rutherford County, Tennessee, being 2435 square feet more or less, being a portion of property known as 440 Enon Springs Road East, Smyrna, Tennessee 37167 including four (4) parking spaces thereon.

2. Section 2 is hereby deleted in its entirety and replaced with the following:

   TERM: The term for which the premises is leased shall be for a period of thirty (30) years beginning the 10th day of January, 2006, and ending on the 9th day of January, 2036. However, it is agreed that the Landlord may

extend the term of the lease in writing for periods of ten (10) years, not to exceed two (2) such extensions, under the same terms and conditions of this lease. Such extensions shall be in writing and signed and agreed to by both parties.

3. Except as specifically amended hereinabove, all other provisions of the Lease Agreement remain in full force and effect.

"LANDLORD"

TOWN OF SMYRNA,
TENNESSEE

By: _____
Title: _____

"TENANT"

RUTHERFORD COUNTY,
TENNESSEE

By: _____
Title: _____

#86

Smyrna Ambulance Station

Record Book
585 Pg 3694

PART OF MAP 34B
GROUP B
PARCEL 1

LEASE AGREEMENT

THIS AGREEMENT made and entered into on this the 10TH day of JANUARY, 2006, by and between the TOWN OF SMYRNA, TENNESSEE, a municipal corporation, hereinafter referred to as "Landlord," and RUTHERFORD COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, hereinafter referred to as "Tenant".

W I T N E S S E T H:

1. PREMISES: That in consideration of the covenants of the parties hereto, one with another, to be performed by them at the time and in the manner hereinafter set forth, the Landlord does hereby lease unto Tenant those certain premises herein referred to as "the premises", situated in the 3rd Civil District of Rutherford County, Tennessee, being 2435 square feet more or less, being a portion of property known as 400 Enon Springs Road, Smyrna, Tennessee 37167 including four (4) parking spaces thereon, and more particularly described in the attached Exhibit "A" which is incorporated herein by reference.

2. TERM: The term for which the premises is leased shall be for a period of thirty (30) years beginning the 10TH day of JANUARY, 2006, and ending on the 9TH day of JANUARY, 2026. However, it is agreed that the Landlord may extend the term of the lease in writing for periods of ten (10) years, not to exceed two (2) such extensions, under the same terms and conditions of this lease. Such extensions shall be in writing and signed and agreed to by both parties.

3. RENTAL: Tenant hereby agrees to pay to Landlord the sum of One Dollar ($1.00) per year during the term of this lease to be paid in one lump sum of Thirty Dollars ($30.00).

4. USE AND OCCUPANCY: Tenant shall utilize said property as an ambulance station and all uses auxiliary thereto. A copy of this Lease Agreement shall be recorded in the Register of Deed's Office and shall run with the land.

5. LANDLORD'S CONVEYANCE OR ASSIGNMENT OF THE PREMISES: Should the Landlord ever convey or assign the premises the conveyance or assignment shall not terminate this lease and this lease shall be enforceable against any such grantee or assignee during the term of the lease. The premises shall not be sublet, nor shall this lease, or any interest in it be assigned or mortgaged by Tenant. Any attempted assignment, subletting or mortgaging of this lease shall be of no force and effect, and shall confer no rights upon any assigner, sublease or mortgagee.

6. INSURANCE: The Tenant shall, at its own expense, carry liability insurance on the premises and in the event of a casualty loss shall be entitled to all proceeds from said policy resulting from any casualty loss.

7. TERMINATION AND SURRENDER: Landlord may terminate this lease at any time it should be determined by Town Council that public necessity and convenience require it to do so, by serving upon Tenant in the manner subsequently provided, a written notice of its election so to terminate, which notice shall be served at least one (1) year prior to the date in the notice named for such termination. Tenant agrees that at the termination of this lease or any extensions, or any sooner legal termination thereof, to quit and surrender the premises hereby leased in as good order and condition as at the time of its acquisition. Upon expiration of this lease or at any sooner termination, the Tenant shall surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the terms, reasonable wear, tear and damage by the elements excepted. Tenant further agrees to leave the premises free from all nuisance and dangerous and defective conditions.

8. DEFAULT: In the event that Tenant shall be in default of any payment of any rent or in the performance of any of the terms or conditions agreed to be kept and performed by Tenant, then in that event, Landlord may terminate and end this

lease, immediately, and Landlord may enter upon the premises and remove all persons and property, and tenant shall not be entitled to any money paid or any part of that money.

9. LIABILITY: The Tenant shall, during the term of this lease, hold and save the Landlord harmless against any and all claims, suits or judgments for damages to person or persons, whether in the employment of the Tenant or otherwise, or property, arising out of any cause or condition in connection with the premises hereby leased. Tenant agrees to deliver to Landlord upon execution of this lease a copy of a continuing public liability and property damage insurance policy, indemnifying and holding Landlord harmless against any and all claims in the amount of One Million Dollars ($1,000,000.00) for injury and One Million Dollars ($1,000,000.00) for property damage. Such policy shall be kept in force during the term of this lease.

10. WARRANTY AND TITLE AND POSSESSION: Landlord covenants that it is vested with the legal title to the leased premises and has the right to make this lease, and that it will put Tenant in complete and exclusive possession of the demised premises and free from all orders and notices of violation.

11. REPAIRS AND MAINTENANCE: Tenant represents that Tenant has inspected and examined the premises and accepts them in their present condition, and agrees that Landlord shall not be required to make any improvements or repairs upon the premises. Tenant agrees to make all improvements and repairs at Tenant's sole cost and expense and agrees to keep the premises safe and in good order and condition at all times during the term of this lease.

12. ALTERATIONS AND CONSTRUCTION: The Tenant, at its own expense, may, within a reasonable time after taking possession, and from time to time, and after it is permissible, make improvements, alterations or, changes necessary in order to make the premises suitable for its purposes, provided, always,

that such repairs, replacements, additions, improvements, alterations, or changes shall not lessen the value of the premises, and provided, further, that the same shall be in accordance with plans and specifications prepared by the Tenant and submitted to Landlord for approval, which approval shall not be unreasonably withheld.

Tenant shall be solely responsible for any alterations or improvements that might be needed to make the premises fit for Tenant's intended use. Tenant shall indemnify and hold harmless the Landlord for any debts or liabilities that Tenant might incur in connection with making the premises suitable for its purposes.

13. PEACEFUL POSSESSION: The Landlord hereby covenants that the Tenant, upon prompt payment of the rent and fully performing all of the covenants and conditions on its part to be performed shall and may peacefully and quietly have, hold and enjoy the premises during the term hereof.

14. NOTICES: All notices required or necessary under this lease shall be given to the parties at their respective addresses below:

LANDLORD:

Town of Smyrna, Tennessee
c/o Town Manager
315 S. Lowry Street
Smyrna, Tennessee 37167

TENANT:

Rutherford County, Tennessee
c/o County Mayor
Courthouse
Murfreesboro, Tennessee 37130

15. AGREEMENTS BINDING ON HEIRS, ETC.: The agreements and covenants contained herein are binding on the heirs, administrators, successors, representatives and assigns of the respective parties during the lease term, and this lease is made in Tennessee and shall be construed by Tennessee law.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and date first above written.

LANDLORD:

TOWN OF SMYRNA, TENNESSEE

BY: _____
MAYOR

ATTEST:

Dianne Waldron
TOWN CLERK

TENANT:

RUTHERFORD COUNTY, TENNESSEE

BY: Nancy R. Allen
COUNTY MAYOR

ATTEST:

Georgia Lynch
COUNTY CLERK

Jennifer M Gerhart, Register
Rutherford County Tennessee

Rec #:	460067	Instrument 1395601
Rec'd:	0.00	NBk: 83 Pg 354
State:	0.00	
Clerk:	0.00	Recorded
EDP:	0.00	1/24/2006 at 2:45 PM
Total:	0.00	in Record Book
		585 Pages 3694-3698

State of Tennessee County of Rutherford

The undersigned County Clerk of said County and State hereby certifies that the foregoing is a true and correct copy of the original document filed in the Office of the County Clerk.

This 24 day of JANUARY 2006

Georgia Lynch, Rutherford County Clerk

BY: _____
Deputy Clerk

COUNTY CLERK SEAL TENNESSEE

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.
Department: Parks
Date: February 26, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with the Tennessee Rehab Center allowing the Parks Department to use the recreation field area.

Fiscal Impact:
$6,000. We include this field in our annual mowing bid at approximately $3,750 per year. We estimated $2,250 in staff maintenance.

Contract Type:
Contract Renewal

Contract Term (if applicable):
Three years

Background:
The Smyrna Parks and Recreation Department has collaborated with Tennessee Rehab for many years. Additionally, a portion of the greenway runs alongside their campus.

Summary:
Smyrna Parks and Recreation would like to continue using the Tennessee Rehab Center athletic field for the next three years. The Parks Department maintains the 6-acre area while allowing Smyrna's recreational league teams to use it for practice. This year, we are requesting a three-year agreement. This arrangement has been beneficial for both organizations since its inception.

Recommended Council Action:
Staff recommends approval of the agreement.

Attachments:
1. 3 Year Contract 2026
2. REHAB CTR - map of area

AGREEMENT BETWEEN THE TENNESSEE REHABILITATION CENTER AND THE TOWN OF SMYRNA PARKS AND RECREATION

THIS AGREEMENT entered into on the ___ day of _____, 2026. by and between the TENNESSEE REHABILITATION CENTER (hereinafter "TRC") and the TOWN OF SMYRNA PARKS AND RECREATION (hereinafter "Licensee"), with the primary office at 100 Sam Ridley Parkway East, Smyrna, Tennessee.

WHEREAS, TRC wishes to encourage and accommodate the Town of Smyrna relating to recreational activities in Tennessee, and

WHEREAS, Licensee wishes to utilize the State-owned or leased sites and facilities set forth herein for said recreational activities;

NOW, THEREFORE, for and in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

(1) **PURPOSE**. The purpose of this agreement is to allow Licensee, its agents, employees and participants, to use certain TRC property, specifically, the ball field area for youth recreational leagues.

(2) **TERM OF AGREEMENT**. Licensee shall have access to and use of said sites and facilities in accordance with the schedule set out in section (3) beginning January 1, 2026, through December 31, 2028. This term may be extended by mutual agreement in writing by the parties. This agreement will end on December 31, 2028 and may be renewed by both parties beginning January 1, 2029.

(3) **SITES AND FACILITIES**. This agreement shall apply solely to the following site and facility:

	Facility	**Location**
1.	TRC Ball Field adjacent to the TRC dormitories as shown in Exhibit A.	Smyrna, TN

(4) **INSURANCE.**

(a) Licensee is self insured regarding public liability which covers bodily injury, including death and property damage, and shall provide a statement of self insurance to TRC before using the facility described in section (3). The procuring of insurance is for Licensee's protection and shall not limit the amount of damages which may be sought by the TRC.

(5) **CARE OF THE SITES OR FACILITIES**. Licensee agrees to cause no damage or harm to the Facility. Upon completion of usage, the Licensee shall leave the utilized premises clean and orderly and shall reimburse the TRC for all costs or restoring and/or repairing the premises due to damages resulting from the activities of the Licensee, its agents and employees, and anyone associated with the Licensee in any capacity, including participants. Normal wear and tear excepted.

(6) **PUBLIC SAFETY AND INDEMNITY**. Licensee agrees to conduct its activities at the sites and facilities so as not to endanger any person or property, and to the extent permitted by Tennessee law, to assume full responsibility and liability for, and to defend, at its sole expense, all demands, suits, actions, or liabilities resulting from injuries or death to any person or property due to acts, omissions, bad faith, negligence, or willful misconduct on the part of the Licensee, its agents, or any persons, howsoever caused, during the period in which Licensee shall be using the facilities, or occurring as a result of the use of the facilities by Licensee, to the extent allowed under state law.

(7) **EQUIPMENT, SERVICES, SUPPLIES PROVIDED BY TRC**. The TRC agrees to the following:

1. To make available to Licensee the agreed upon ball field area adjacent to the TRC dormitories during the year, 8:00 a.m. – dark

2. To allow Licensee to place one portable restroom approved by TRC facility management on site determined by TRC facility management near the ball field area.

(8) **EQUIPMENT, SERVICES, SUPPLIES PROVIDED BY LICENSEE**

Licensee agrees to the following:

1. To provide maintenance of the ball field area to include mowing weekly during mowing season (weather permitting) except during droughts, periodically dragging the dirt infield, and keep area clean of litter.

2. To place a portable restroom approved by TRC facility management staff on site near the ball field as designated by TRC facility management staff. TSPR will ensure regularly scheduled maintenance of the portable restroom. TSPR will ensure portable restroom is locked after each use of the ball field.

3. To immediately notify TRC facility management of any property damage as a result of scheduled TSPR activities on TRC campus.

4. To use the agreed upon area and occupy in a careful, safe, and proper manner. The area of use shall not be used in any manner or for the purpose of creating, maintaining, or carrying out any nuisance, unlawful trade or custom and will not permit waste to occur on the premises.

(9) **COMPLIANCE WITH LAWS**. Licensee agrees to comply with any and all federal and state laws and TRC policies and regulations.

(10) **NONDISCRIMINATION.** The Licensee agrees to comply with the provisions of Title VI of the Civil Rights act of 1964 in connection with its use of the facilities. Admission and participation shall be without regard to race, color, or national origin. The Licensee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this License or in the employment practices of the Licensee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by the Federal or Tennessee State constitution, or statutory law.

(11) **GENERAL CONDITIONS.**

(a) TRC assumes no responsibility whatsoever for any personal property placed on the premises by the Licensee.

(b) Any violation of this agreement or any rules and regulations used for the control of the facilities will permit the TRC to cause the removal of any person or group from the premises, and will permit TRC to immediately terminate this agreement.

(c) This agreement sets forth the entire agreement between the parties.

(d) Modification of this agreement may be made only in writing signed by all parties.

(e) This agreement shall be governed by the laws of the State of Tennessee.

(f) The Licensee shall not use the name of the State of Tennessee, Department of Human Services or TRC and shall not use any trademark or symbol of these entities in any advertisement or promotion of any product.

(g) Unless otherwise terminated pursuant to Paragraph (11)(b) above, TRC may terminate this agreement by giving the Licensee at least thirty (30) days notice before the effective date of termination.

(h) Any notices appropriate to this agreement shall be given by the sender to the other party at the following respective addresses:

(i) TRC may immediately terminate this agreement if TRC becomes aware of any threat to personal or public safety arising from the use stated herein.

(12) The parties hereto agree that Town of Smyrna Parks and Recreation shall be in no event liable for any attorney's fees which TRC may incur due to breach of this contract by either party.

IN WITNESS WHEREOF, TRC and Licensee have executed this agreement on the dates set forth beside their signatures.

The Tennessee Rehabilitation Center

BY: _____

TITLE: DHS Program Director 3

DATE: 2/3/2026

Town of Smyrna Official

BY: _____

TITLE: _____

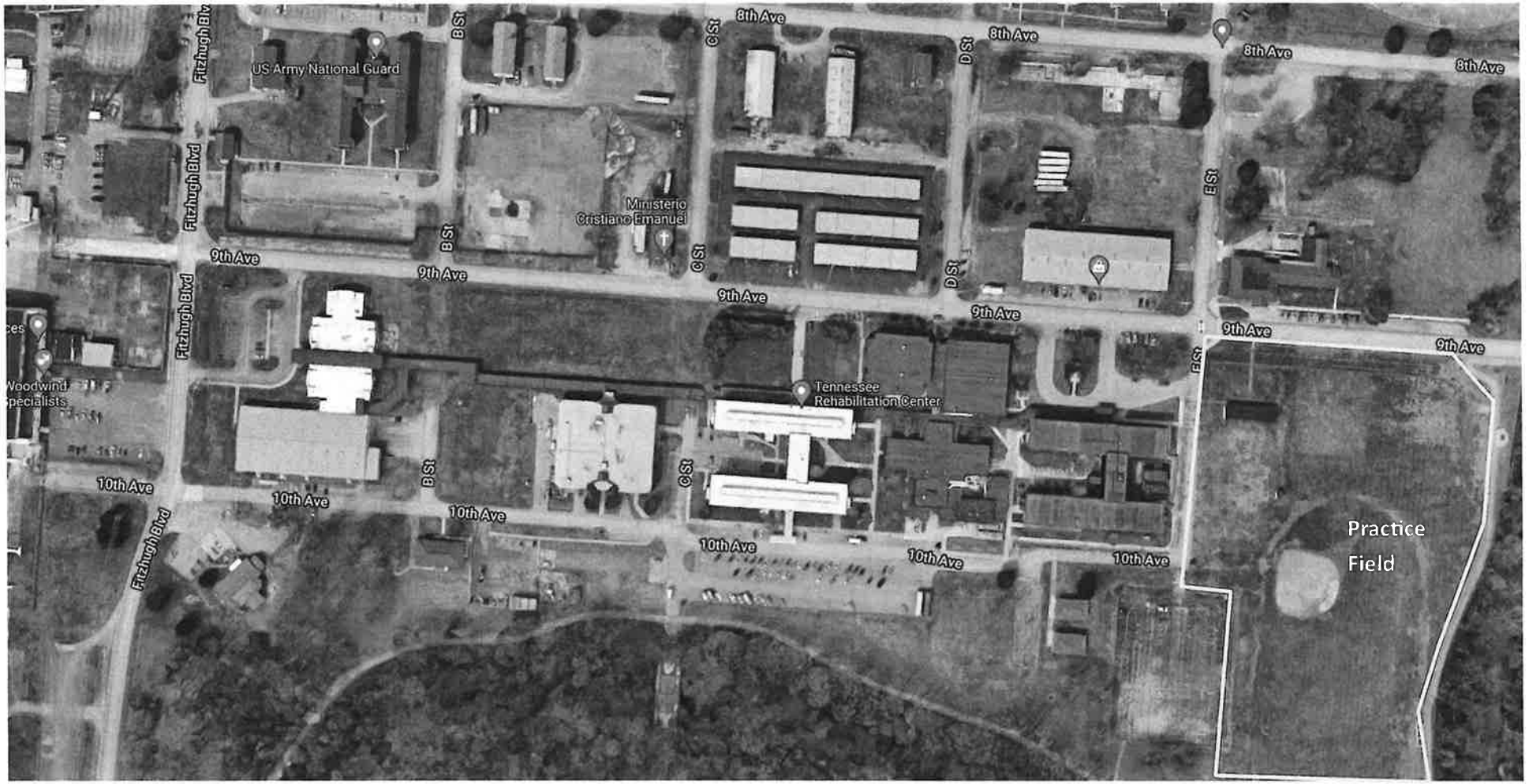
DATE: _____

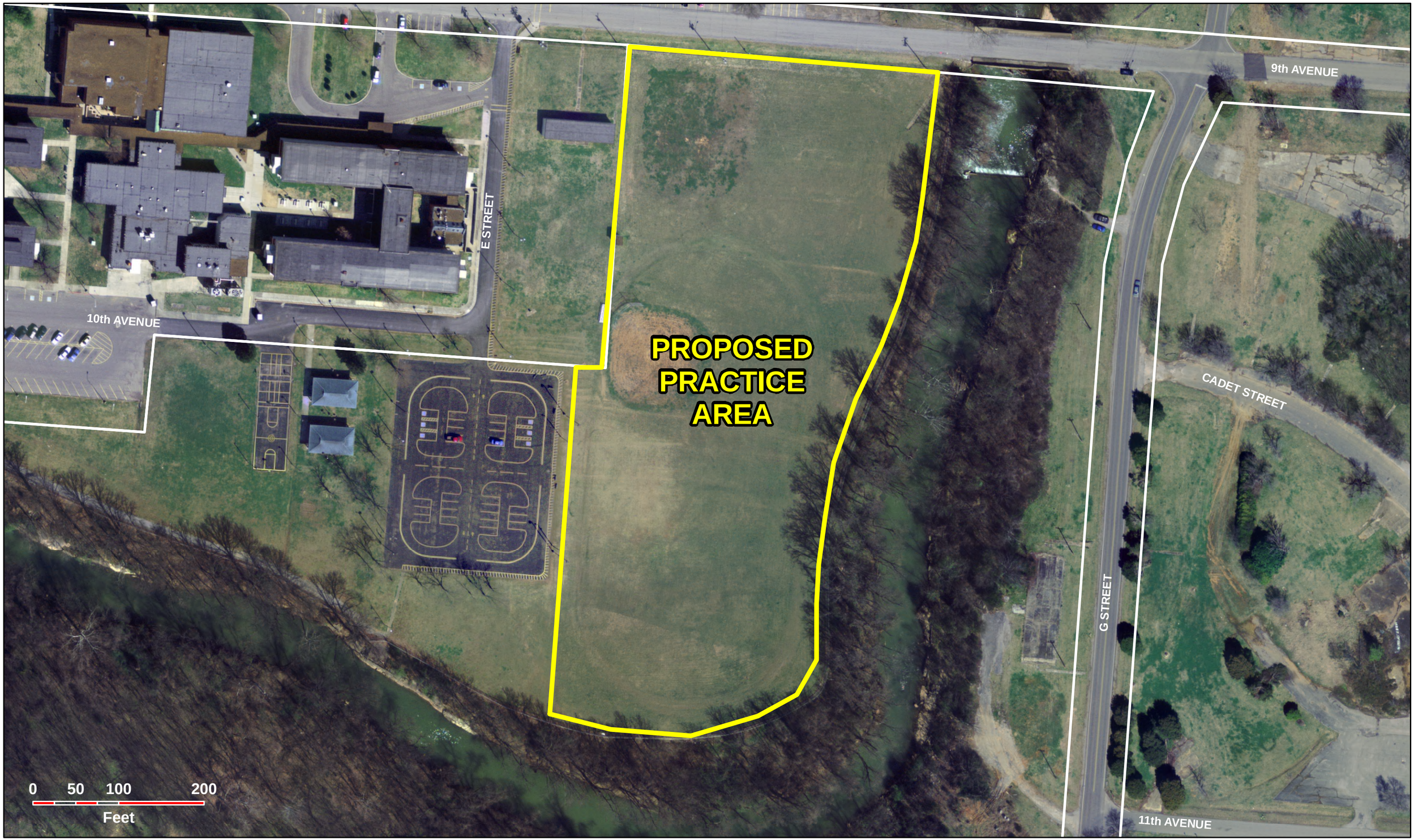
ATTEST:

_____

Amber Hobbs, Town Clerk

TN Rehab Practice Field Entrance and Parking




9th AVENUE
E STREET
10th AVENUE
PROPOSED
PRACTICE
AREA
CADET STREET
G STREET
11th AVENUE
0 50 100 200
Feet

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.
Department: Parks
Date: February 26, 2026

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement for the Smyrna Outdoor Adventure Center Fall Exhibit, "Sonic Sensation."

Fiscal Impact:
$25,000 plus shipping from Capial Improvements number 320-44700-997

Contract Type:
Original Contract

Contract Term (if applicable):
September 8th, 2026 through January 8th, 2027

Background:
The SOAC rents about three educational exhibits each year for display in the exhibit hall. These exhibits have educational and STEM value, making them appealing for school field trips. They also offer additional activities for SOAC members, party room guests, and general admission visitors. The rotation of exhibits ensures visitors have a fresh experience every 3 to 6 months, depending on the rental duration. The staff consistently aims to select exhibits that align with school curriculum standards.

Summary:
The staff has organized the rental of the exhibit "Sonic Sensation," which will be displayed from September 8th to January 8th. This interactive exhibit explores the world of sound through various multisensory features, including stations where visitors can conduct an orchestra, create a movie soundtrack, and experience a scream room. Developed by the Sciencenter, Sonic Sensation aims to teach concepts related to sound waves, including measuring sound in decibels and pitches, as well as demonstrating how sound waves hit drums and transmit signals to the brain.

Recommended Council Action:
Staff recommends approval to rent Sonic Sensation from Sciencenter.

Attachments:
1. FL26_Sonic Sensation_Smyrna Outdoor Adventure Center_1 (1)

2. TOS Standard Addendum Signed
3. Sciencenter_Sonic-Sensation

SONIC SENSATION

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

And

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

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

Exhibition Development and Ownership

Sonic Sensation (Exhibition) was developed and is owned and managed by Sciencenter (Owning Institution).

Exhibition Description

Sonic Sensation (Exhibition) is a 1,500- 2,000 square feet hands-on interactive museum exhibition that will introduce children and their families to the science of sound and hearing. Through the use of open-ended exhibits, visitors will better understand the physical and mathematical principles governing sound, and gain a better understanding on how we interpret sounds. The exhibition will serve to inspire and educate visitors through their interaction with the exhibits and each other. Listen as you try to identify high and low pitches, find matching sounds, or use your two ears to locate which (of 24) cubbies a partner has hidden a “cat” or “cricket” inside. Create a soundtrack, make music, test your hearing, “see sound”, find out how your ear and brain work together, and more.

Exhibition Rental Dates

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

Commencing on: **Inbound shipping date: Tuesday, September 8, 2026**
And
Ending on: **Outbound shipping date: Friday, January 8, 2027**

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

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

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

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

Contract Period

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

Booking Policy

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

Deposits and Payments

Borrowing Institution will pay Lending Institution for the rental of the Exhibition **for a three-month Loan Term** for a total of **$25,000** plus applicable taxes, if any.

An advance non-refundable deposit of $5,000 must be paid to the Lending Institution within twenty-one (21) days of signing of this Agreement in order to reserve the Exhibition.

The balance of the rental fee ($20,000) must be paid in full 45 days prior to the shipping of the Exhibition to the Borrowing Institution.

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

Shipping Costs

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

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

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

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

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

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

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

Shipping

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

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

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

Exhibition Display Conditions

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

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

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

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

Exhibition Technical Characteristics

The Exhibition technical characteristics are included in Attachment C.

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

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

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

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

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

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

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

Insurance and Protection

All damage must be reported immediately to the Lending Institution.

Borrowing Institution Responsibilities

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

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

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

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

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

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

Insurance Provided by Borrowing Institution

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

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

2. The Worker's Compensation and Employer's Liability coverages set forth above must be maintained by Borrowing Institution to the extent required by law. This liability

insurance policy shall have a limit of at least $1,000,000 per occurrence that covers this Exhibition.

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

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

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

Indemnification

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

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

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

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

Repairs and Parts and Technical Assistance

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

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

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

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

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

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

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

Reimbursable Expenses

Reimbursable expenses include: repairs approved by the Lending Institution.

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

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

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

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

Promotional Materials

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

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

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

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

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

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

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

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

Intellectual Property

1. The Exhibition was produced by the Owning Institution.

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

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

Promotion and Credits
The Borrowing Institution should give credit to the Sciencenter as creator of the exhibition where appropriate.

Independent Contractor

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

Failure to Meet Conditions

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

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

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

Termination

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

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

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

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

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

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

C. Termination by the Borrowing Institution

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

In addition:

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

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

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

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

D. Termination by the Lending Institution

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

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

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

Force Majeure

1. A party to this Contract shall not be liable for a failure or delay in performing any of its obligations hereunder (excluding obligations to make payments to the other party hereto, if and to the extent that such party's (the "Impacted Party") failure or delay is directly caused by or results from one or more of the following (each a "Force Majeure Event"): (i) storms and other unusual, severe weather conditions, (ii) floods, (iii) fire, (iv) explosion, (v) riot, (vi) war, (vii) terrorist act, (viii) pandemics, (ix) epidemics, (x) change in the requirements of applicable law after the date of the Contract, (xi) nationwide or regional labor strikes, or (xii) other cause beyond a Party's reasonable anticipation and control; provided, however, that no relief shall be afforded to an Impacted Party by this Section unless: (A) the act or event is beyond the reasonable control of the Impacted Party and that of other persons and entities for whom the Impacted Party is responsible; (B) the Impacted Party uses commercially reasonable efforts (and any other efforts as may be specifically required under this Contract for the specific type of act or event) to prevent, avoid, and/or mitigate the effects of the Force Majeure Event; and (C) prompt notice (within two (2) business days of discovery by the Impacted Party) is given by the

Impacted Party to the other Party identifying the Force Majeure Event and describing in reasonable detail the extent to which the Impacted Party's performance is delayed or prevented by the same.

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

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

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

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

Jurisdiction and Governing Law

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

Changes

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

written amendment signed by the Borrowing Institution and the Executive Director of the Lending Institution.

Completeness

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

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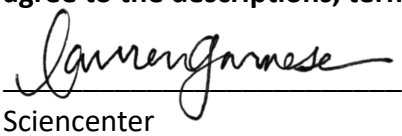
We the undersigned parties have executed this agreement on the dates indicated below and agree to the descriptions, terms and conditions of this contract.



2/5/2026

Sciencenter Date

Lauren Garnese, Acting Executive Director

_____ _____

Smyrna Outdoor Adventure Center Date

Mary Esther Reed, Mayor

Borrowing Institution Contact:

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

Accounting Contact (Billing)

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

Exhibition Contact (Logistics, Installation, & Maintenance)

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

Attachment A

Exhibition Display Conditions

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

Completeness

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

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

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

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

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

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

General Facility Criteria:

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

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

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

Lighting

- Adequate lighting must be provided.

- Direct sunlight is allowed.

Atmospheric Controls:

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

Security:

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

Care and Maintenance

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

Shipping, Packing, and Installation and Storage

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

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

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

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

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

Attachment B
Unpacking, Installation, and Repacking Conditions

Borrowing Institution must agree to meet the following minimum conditions:

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

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

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

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

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

- Thoroughly clean all visible surfaces, clear and reflective surfaces, and mechanical parts in detail to remove dust, lint, moisture, water spots, shoe marks, scuffs, body oils, and any other foreign matter.
- Properly repack the Exhibition in its original shipping containers.

- Follow the detailed instructions provided by the Lending Institution to dismantle and pack the components.

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

- Repair any damaged crates.

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

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

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

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

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

    b) Revenue generated during the Loan Term

    c) Related events run during the Loan Term

    d) Publicity generated during the Loan Term

    e) Program details related to the Exhibition.

Attachment C

Technical Requirements

Exhibition Space Requirements

- Recommended exhibition square footage area: 1,500-2,000 square feet

- Ceiling height considerations:
  - *Music in Motion* is ~9' tall in the front where the angled metal post is located; post has overhead audio dome & camera attached.
  - *Scream Chamber* is 8' tall.
  - *Fabric walls* (that go behind 6 exhibits) are 7' tall.

- Doorway/hallway/elevator clearance of individual components: all components can be moved from truck to gallery space in an elevator with at least 4' wide x 7' tall doors, at least 8' 1" deep.

Electrical supply

- Voltage: 110-120Volt AC (60Hz) power

- **The following exhibits require electricity**
  - *Create a Soundtrack*
  - *Critters in a Cupboard*
  - *How's Your Hearing?*
  - *High Pitch Low Pitch*
  - *Here's An Ear*
  - *Music in Motion*
  - *Measure Sound*
  - *Scream Chamber*
  - *See Sound*

- Most exhibits have a male receptacle underneath cabinet for bringing an extension cord to the exhibit. *Scream Chamber* has a male receptacle on top of cabinet. *Music in Motion* has a male receptacle attached to power strip on a board inside the wall panels at the middle of the floor (run a power cord underneath walls, or drop power from above and feed cord under fabric cover on top).

- Cords can come down the inside any of the fabric walls (slots provided in the top and bottom, on both ends).

- If exhibits with fabric walls are clustered with backs together in groups of two or three, then electrical power can be brought to a power strip behind the walls and short

extension cords run to the individual exhibits; plastic cable management boxes provided for power strip and cords.

- **The following exhibits do not require electricity:**
  - *Entry Piece*
  - *Ear This* (Giant Ears Graphic)
  - *Match the Sound* (shaker tubes)
  - *Sound Words* (Reading Area)

Transport

- The Exhibition fits in **one** semi-trailer at least 47’ long x 7’ 9” wide, with air ride suspension and vertical e-clip track for e-clip ratchet straps; e-clip ratchet straps included with exhibition.

- Exhibition can be unloaded or loaded with a forklift, preferably with 7-8’ long forks. Otherwise, trucks with lift gates are necessary to unload or load the exhibition if either Borrowing Institution’s or previous Borrowing Institution’s loading dock are not a standard height.

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

- The exhibition weighs less than 6,000 pounds.

Unloading/loading requirements

- A standard pallet jack is required for moving Entry and 8 components shipped on custom pallets.

- Large components to move: *Scream Chamber* ships on its back in custom rolling cradle. Walls and other loose parts ship in two rolling carts. *Scream Chamber* cradle and rolling carts are 8’ long and each have a 3rd pair of casters in the middle to help with moving them on/off truck or lift gate.

- The Exhibition is shipped with several furniture dollies for ease in moving small components.

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

- Heaviest components to lift off pallets, or slide into place will weigh approximately 200lbs.

- Unloading & Installation requirements:
  - 3-4 exhibit handlers
  - pallet jack

- Take Down, Packing, & Loading requirements:
  - Same as installation, plus
  - Shrink wrap (included with exhibition) for securing blankets around cabinets
  - 2 more handlers helpful for loading onto truck

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

Truck Packing List:

Item Description	Dimensions			Packed Materials
Rolling crate A	37”	97"	~80" tall	Fabric walls, bases & duffel bags with metal frames. 2 curved walls, electronic equipment, misc. parts
Rolling crate B	37”	97”	~40” tall	Wall panels (*Music in Motion, Ear This*)
Scream Chamber, on its back on custom cradle	55”	96”	54” tall w casters	Can be moved off cradle onto two dollies (47” wide x 96” long)
Create A Soundtrack	48”	40”	~ 5 ½’ tall	On pallet
Here’s An Ear	48”	40”	~ 5 ½’ tall	On pallet
High Pitch, Low Pitch	48”	40”	~ 5 ½’ tall	On pallet
Match The Sound	48”	40”	~ 5 ½’ tall	On pallet
Measure Sound	48”	40”	~ 5 ½’ tall	On pallet
Sound Words (bookcase)	48”	40”	~ 5 ½’ tall	On pallet
See Sound	48”	80”	~ 5 ½’ tall	On double pallet
Small rolling cart with parts	~24”	48”	~48” tall	
Entry cabinet	36”	36”	84” tall	Upright cabinet
Critters in a Cupboard 1	24”	60”	30” tall	Can ship on 2 dollies
Critters in a Cupboard 2	24”	72”	~50” tall	Can ship on 2 dollies
Adirondack chair				
Adirondack table (blue)	18”	18”	18” tall	May be loaded in Rolling Crate B
Wood crate w/ audio dome	36”	36”	~2’ tall	
Wood cradle	~18”	48”		Six duffel bags with fabric graphics for tension walls
Metal extrusion: two 6’ and 8’ long pieces attached at an angle.				
Furniture dollies: 4				May be shipped under *Critters in a Cupboard* cabinets.

- **18 components (carts, cabinets, furniture)**
- **1 long V-shaped metal extrusion assembly**
- **4 dollies (under cabinets)**

Signage

- All signage text is printed in American English only.

Access

- Almost all exhibits are designed to be as accessible as possible to the physically and visually impaired.

Floorplan

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

Special Health & Safety requirements

- none

Attachment D

Marketing and Educational Programming Materials Provided

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

- Logo files
- Style Guide
- Sample press release
- Publicity photos
- Detailed exhibit descriptions
- Video

Educational materials:

Traveling with the exhibition is an education kit that includes a set of tuning forks, a set of shake tubes (match the sounds), and a digital sound level meter that can be used by museum educators for gallery programs.

Also included is the *Dangerous Decibels Educator Resource Guide*, a K-8 curriculum supplement with directions for hands-on science activities about the anatomy and physiology of hearing, the physics of sound, and health-related behaviors for prevention of noise-induced hearing loss. This heavily evaluated resource was created by the Oregon Museum of Science & Industry and the Oregon Health & Science University: Oregon Hearing Research Center. It's a great resource for both formal and informal programs!

Attachment E

Value of Exhibits

Component Description	Value
Entry Piece	$8,000
Scream Chamber	$ 11,200
See Sound	$ 18,000
Music in Motion	$ 18,000
Critters in a Cupboard	$ 12,000
Measure Sound	$ 10,000
Here's An Ear	$ 10,000
Ear This (Giant Ears Graphic)	$ 8,000
Match the Sound	$ 8,000
Create a Soundtrack	$ 15,000
Sound Words (reading area) & 7 stools	$ 4,200
High Pitch, Low Pitch	$ 8,000
Fabric tension walls (6), double-sided, 8' wide x 7' tall	$16,800
Education Kit	$500
Packing: Carts, crating, and moving materials	$3,800
TOTAL	**$166,500**

Attachment F
Exhibit Descriptions

Overview:

Sonic Sensation is a 1,500- 2,000 square feet hands-on interactive museum exhibition that will introduce children and their families to the science of sound and hearing. Through the use of open-ended exhibits, visitors will better understand the physical and mathematical principles governing sound, and gain a better understanding on how we interpret sounds. The exhibition will serve to inspire and educate visitors through their interaction with the exhibits and each other.

Discover the awesome power of sound! Create sound waves in a tube. Match mystery sounds. Test your hearing. Sort high and low pitches on a turntable. Can you locate a cricket and cat in a kitchen just by listening? Mix a soundtrack. Launch a sound wave toward an eardrum. How many decibels can you produce with your own voice? Team up and let out a roar in the *Scream Chamber*!

Individual Exhibits:

Entry Piece
This towering entry piece invites visitors to explore our sonic world and experiment with sound by striking different-sounding wooden bars or a metal gong. The beautiful graphic panels introduce the waveform graphics used throughout the exhibition: these are visual representations for the titles of each exhibit.

There are three waveforms for each title (displayed in different colors):
- one for a 6-year old child (who likes to speak loudly)
- one for a 2 year old child (who is still learning new words and takes a lot longer to form sounds)
- one for an adult (who speaks evenly and succinctly).

Scream Chamber
Visitors step into a semi-soundproof chamber, close the door, and let out a scream! A partner reads the decibel meter mounted on the outside of the chamber. Compare that to other sounds on a chart. Can a visitor scream as loud as a howler monkey? The competition gets fierce and funny!

See Sound
Watch foam bits “dance” in all kinds of interesting patterns in a long, clear tube. Speakers at both ends of the tube drive the air rapidly back and forth; although the air is invisible, it’s making the foam bits move in unexpected patterns. Below the tube is an oscilloscope illustrating the motion of the vibrating cones on the speakers. What happens to the pattern as the amplitude or frequency knobs for the speakers are turned?

Music in Motion
Be a musician! Wiggle, jiggle, kick or flick across a musical-themed carpet while a camera overhead displays the maestro of this giant "keyboard" on a large-screen TV. Visitors move through the motion-sensing zones shown on the monitor to "play" different sounds. Explore what makes music.

Critters in a Cupboard
A visitor hides a "cat" or "cricket" in one of the 24 kitchen cupboards and asks a partner to find it by listening! For a challenge, can they find the critters while covering one ear? A graphic explains how two ears are used to locate sounds.

Measure Sounds
Let the hammer fly to hear --and see-- sounds from a xylophone! Visitors slide a mounted xylophone beneath a striker to select different keys to strike. An oscilloscope illustrates the sound waves created by the xylophone and allows visitors to compare the frequencies between high and low keys.

Here's An Ear
Launch a billiard ball to set off a chain reaction that demonstrates how sound waves hitting our eardrum send signals to our brain. A large, detailed model of the human ear allows visitors to further investigate how our ear works.

Ear This! (Giant Ears Graphic)
Visitors of all ages stand behind these fun panels to put their best face forward. How does one look with the ears of an elephant? How about a bat? This exhibit makes a fun family photo op!

Match the Sound
This engaging exhibit demonstrates how our brain actively stores sounds that are constantly being generated around us. Visitors shake a metal tube and listen; then they try to find the other tube with a matching sound. A flip panel in front of each tube reveals the answer. Exhibit is made of 6 sets of tubes with different materials inside them.

Create a Soundtrack
Ready for Hollywood? This exhibit allows visitors to step into the shoes of a movie sound engineer. A silent video plays on a screen leaving it up to the user to add different sounds for the various scenes. Background sounds can be mixed at different audio levels and special effect sounds such as train toots and animal calls can be added instantaneously.

Sound Words (Reading Area)
Sit, read, relax and pick up more fun facts about sound and hearing through books geared toward a range of ages. Seating and a music-themed floor provide an area to observe all the activities going on around you.

High Pitch, Low Pitch

Eight colored bells are mounted on a rotating turntable. Visitors locate a bell in front of the striker and try to determine if they generate a high or low pitch. If they really know their music, they can even try to guess the actual note. A flip panel in front of each bell reveals the answer.

Fabric Tension Walls (6)
Six of the freestanding exhibits have 8’ wide x 7’ tall curved colorful freestanding graphic displays on fabric to go behind the cabinets. The front of each wall has information about the science for the exhibit and a large waveform graphic; the back sides have various large graphics that are entirely optional. The exhibits with walls can be arranged in clusters or individually.

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;

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.

Lauren Garnese, Acting Executive Director, Sciencenter

VENDOR OR AGENT

VENDOR OR AGENT

MAYOR OF SMYRNA, TENNESSEE

TOWN OF SMYRNA Tennessee

Explore The World of Sound!

Discover the AWESOME power of sound!

This multi-sensory exhibition introduces children and adults to the science of sound waves and frequencies. Make noise! Conduct an orchestra with your whole body, scream at the top of your lungs, make a movie soundtrack, and more!

SIZE
1,500-2,000 sf

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

Sonic Sensation was developed by the Sciencenter

LEARNING GOALS

- Sound waves are all around us
- Scientists measure sound in decibels & pitches
- Sound waves hit our ear drums which then send signals to our brain

Sciencenter Traveling Exhibitions

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

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 9.
Department: Parks
Date: February 26, 2026

Subject:
Consideration and approval of the Smyrna Parks and Recreation 5-Year Master Plan.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The Smyrna Parks and Recreation Department has maintained a Master Plan since 1995.

Summary:
The town staff is collaborating with Kimley-Horn to update the Parks Master Plan. This plan assesses the existing parks, facilities, and programs to identify key opportunities and challenges, while also establishing realistic strategies for improvement. To remain eligible for the Local Parks and Recreation Fund Grant, the master plan must be updated every five years. The last update occurred in 2021, which is why the town has allocated funds to revise the plan for this fiscal year.

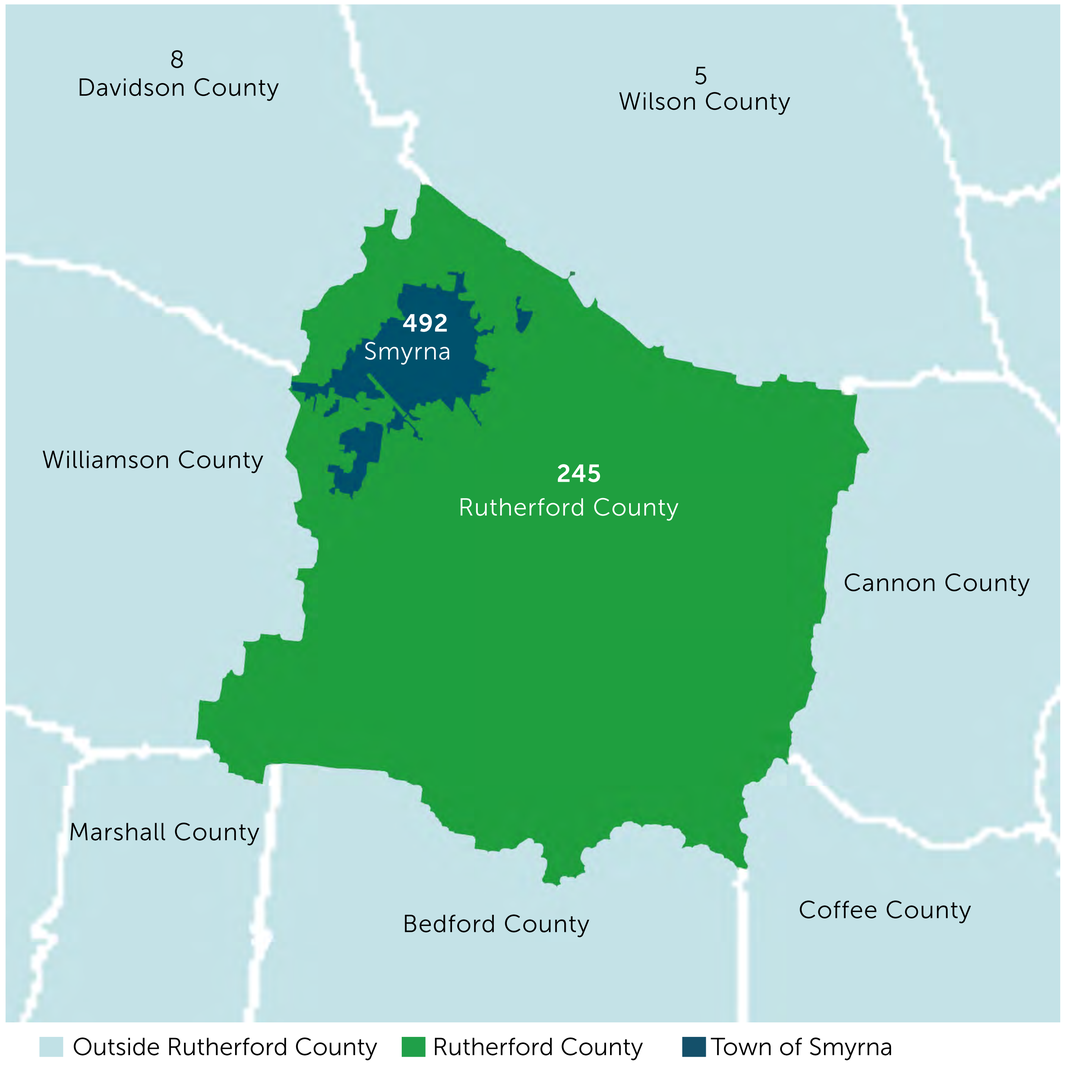
Kimley-Horn is in the final stages of developing the plan, which needs to be approved in March to align with the grant schedule. The town and Kimley-Horn have been working on this plan for several months, gathering input through community surveys and engagement, meetings with key stakeholders, staff discussions, and consultations with the Parks Advisory Board. The goal is to finalize a plan that is practical and ultimately benefits the Smyrna community.

Recommended Council Action:
Staff recommends approving the Smyrna Parks and Recreation 5-Year Master Plan.

Attachments:

1. 20260216_Smyrna Community

COMMUNITY ENGAGEMENT - PUBLIC SURVEY HIGHLIGHTS



776 PUBLIC SURVEY PARTICIPANTS

TOP ATTRACTIONS TO PARKS

1. NATURE

2. WALKING/RUNNING

3. SPECIAL EVENTS

TOP VISITED PARKS AND FACILITIES

1. LEE VICTORY

2. SHARP SPRINGS

3. CEDAR STONE

COMMUNITY ENGAGEMENT - PUBLIC SURVEY HIGHLIGHTS

TOP UTILIZED PROGRAMS AND EVENTS

1. SPECIAL EVENTS

2. FARMERS MARKET

3. ATHLETICS

TOP UTILIZED AMENITIES

1. TRAILS

2. PLAYGROUNDS

3. PICNIC TABLES AND PAVILIONS

TOP DESIRED FACILITIES, ACTIVITIES, PROGRAMS, OR EVENTS

- **108** WALKING TRAILS, HIKING TRAILS, AND GREENWAYS
- **35** POOLS, AQUATICS, AND SWIMMING
- **35** MUSIC, CONCERTS, AND FESTIVALS
- **24** BASKETBALL COURTS, LEAGUES, AND GYMS (INDOOR AND OUTDOOR)
- **23** PICKLEBALL COURTS AND TOURNAMENTS (INDOOR AND OUTDOOR)

TOP DESIRED FACILITIES TO ADD OR EXPAND UPON

- **179** GREENWAYS, SIDEWALKS, AND WALKING TRAILS
- **33** BASEBALL AND SOFTBALL FIELD UPGRADES
- **26** INDOOR BASKETBALL COURTS AND GYMNASIUM
- **25** INDOOR SPORTS COMPLEX AND COMMUNITY CENTER
- **20** PICKLEBALL COURTS

STRENGTHS, WEAKNESSES, OPPORTUNITIES, & THREATS (SWOT) ASSESSMENT

STRENGTHS

- Growing population and community
- Golf course serves as a major community asset with school partnerships, inclusive programs, and strong event participation
- Diverse and inclusive parks
- Well-connected greenway network
- Long-standing community presence with parks deeply rooted in history
- Cedar Stone is a great asset to the community
- Strong interdepartmental relationships
- Strong, motivated, and adaptable staff
- Diversity in activities
- Unique and dynamic nature center
- Strong leadership and culture
- Active volunteer organizations
- Productive collaboration with developers through land donations and impact fee funding
- Excellent communication of the parks department to the public
- Modern technology systems
- Free events for the community
- Established Parks Impact Fees program supporting land acquistion and growth

WEAKNESSES

- Lack of programming for seniors
- Lack of indoor recreation facilities and multi-use pavilion space
- No dedicated source specifically for acquiring or developing parkland
- Limited available land for future park development
- Staffing shortages and limited programming during summer months due to teenage staff school schedules
- Insufficient security systems at parks and no park rangers
- Insufficient staff workspace
- Rising housing costs
- Limited programming and recreational opportunities for young adults and older teens

OPPORTUNITIES

- menting green infrastructure and ecological conservation initiatives within parkland
- Partnering with the YMCA and the senior center for senior programming
- Build indoor recreation space
- Incorporating neighborhood parks into new developments
- More partnerships with developers
- Town of Smyrna youth sport programs
- Implementing fee structures that balance resident access with revenue from non-resident users
- Utilizing golf facilities for corporate and community events
- Enhancing safety within parks and facilities
- Bettering the use of social media
- Leveraging sports leagues to support program funding
- Collaborating with the public library
- Developing blueways and water trail connections to integrate with regional connections
- Continue to partner with U. S. Army Corps of Engineers
- Build artificial turf fields

THREATS

- Rapid program growth may outpace staff capacity and facility availability
- Land value
- Running out of space quickly due to development
- Changes in municipal leadership priorities
- Losing funding
- Balancing and prioritizing projects and programs may become challenging as needs grow
- Increased use of fields by travel ball leagues is limiting access for residents
- Shifting recreational trends
- Rapidly evolving technology
- Influx of commuter residents
- Expanding free events may strain staff resources and program quality
- Wear and tear of fields due to increased usage

ADDITIONAL STRENGTHS

ADDITIONAL WEAKNESSES

ADDITIONAL OPPORTUNITIES

ADDITIONAL THREATS

FACILITY INVENTORY AND ANALYSIS

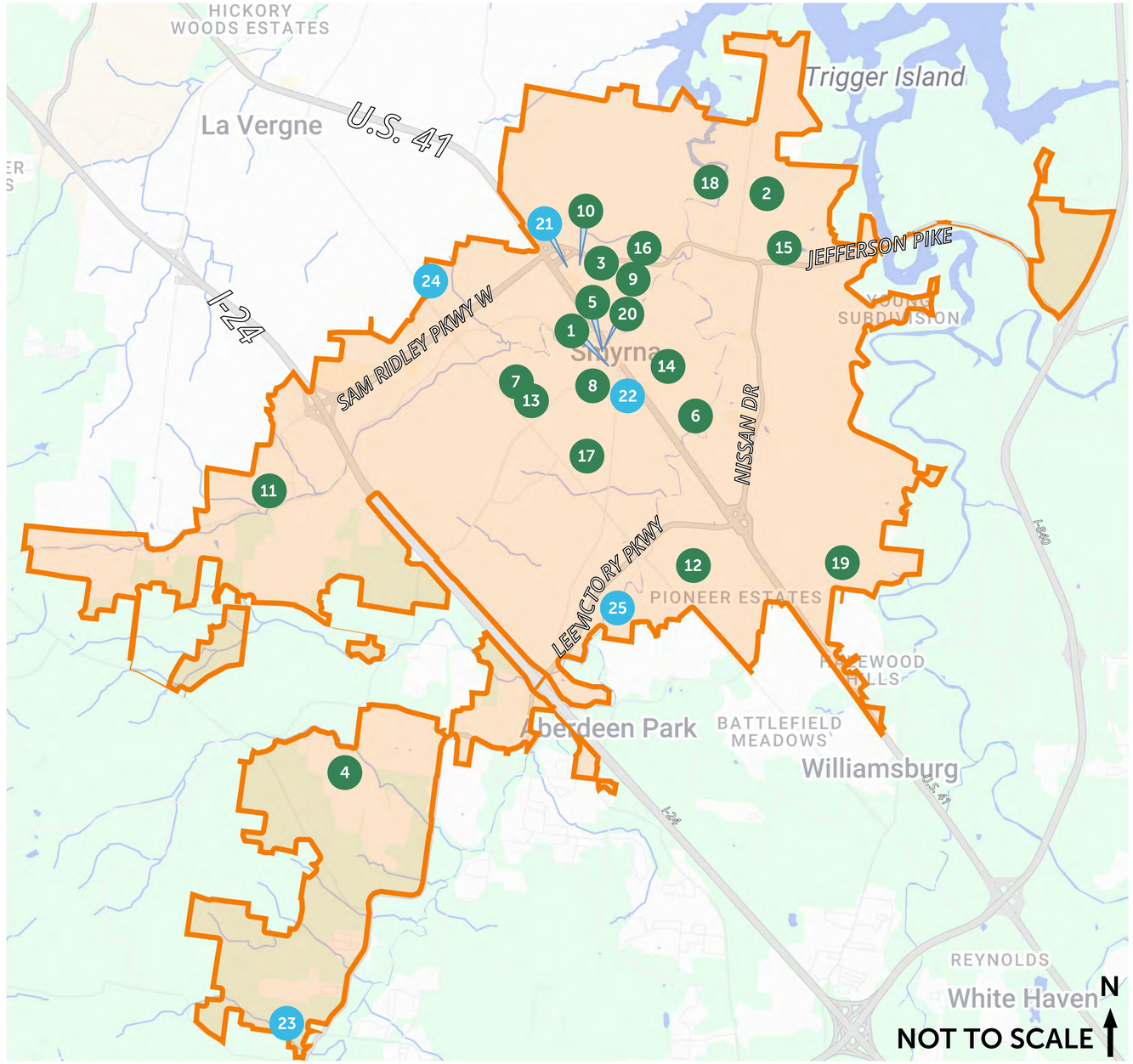
EXISTING FACILITIES

1. Assembly Hall
2. Bark Springs Dog Park
3. Captain Jeff Kuss USMC Memorial
4. Cedar Stone Park
5. Downtown Depot District
6. Gregory Mill Park
7. Hilltop-Rosenwald Park
8. J.J. McWilliams Old Rock School Park
9. Lee Victory Recreation Park
10. Smyrna Outdoor Adventure Center
11. Paul Johns Neighborhood Park
12. Pioneer Park
13. Rosenwald Community Center
14. Rotary Soccer Park
15. Sharp Springs Natural Area
16. Smyrna Golf Course
17. Todd Lane Baseball Complex
18. Volunteer Park
19. Westfork Neighborhood Park
20. Zama Park

UNDEVELOPED LAND

21. Sam Ridley Parkway East
22. Enon Springs Road West
23. Independent Hill Road
24. White Birch Avenue
25. Adelaide Park

PARKLAND/FACILITY RECOMMENDATIONS



FACILITY INVENTORY AND ANALYSIS

1 ASSEMBLY HALL

110 FRONT STREET

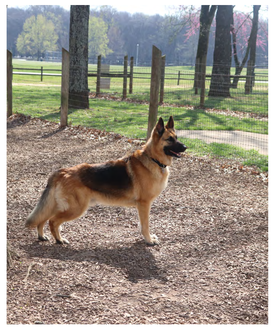
AMENITY	CONDITION
Restrooms	Fair
Chairs	Good
Tables	Good
Main Room	Good

SHORT-TERM
- Repaint building facade
- Replace awning canopies
- Indoor paint touch-ups
- Patch holes in walls and repaint interior

LONG-TERM RECOMMENDATIONS
- Renovate flooring
- Add ramp to make stage ADA compliant
- Install a screen for presentations and events
- Convert to a visitor's center with an event space

2 BARK SPRINGS DOG PARK

1000 ESPEY DRIVE



AMENITY	CONDITION
Dog Park	Good
Dog Drinking Stations	Excellent
Fenced-in-Area for Large Dogs	Good
Fenced-in-Area for Small Dogs	Good

SHORT-TERM
- Add signage for dog park
- Add agility equipment in large and small dog areas
- Replace trash receptacle

LONG-TERM RECOMMENDATIONS
- Replace entrance sign
- Replace picnic tables

3 CAPTAIN JEFF KUSS USMC MEMORIAL

102 SAM RIDLEY PARKWAY E

AMENITY	CONDITION
Memorial	Good
Walking Path	Good

SHORT-TERM
- Repair grading around footing of lights
- Clean debris on ground lights

LONG-TERM RECOMMENDATIONS
- Repave bench pads and path

4 CEDAR STONE PARK

3639 MORTON LANE

AMENITY	CONDITION
Concession Stand	Good
Playground	Good
Restrooms	Good
Lighted Turf Baseball Fields	Good
Tennis/Pickleball Courts	Good
Batting Cages	Good

SHORT-TERM
- Repair breakage at the bottom of the baseball storage building
- Pressure wash concrete pad under pavilion near parking lot
- Clean awning in baseball complex

LONG-TERM RECOMMENDATIONS
- Replace wooden fence between road and property
- Overseed grass around baseball fields

5 DOWNTOWN DEPOT DISTRICT

98 FRONT ST

AMENITY	CONDITION
Main Space	Good
Tables	Good
Restrooms	Good

SHORT-TERM
- Repave and restripe parking lot
- Clean up historical plaques on property
- Overseed grass or replace with a different surface

LONG-TERM RECOMMENDATIONS
- Replace indoor furniture

6 GREGORY MILL PARK

390 ENON SPRINGS ROAD

AMENITY	CONDITION
0.45 Mile Walking Trail	Good
Pavilions	Poor
Restrooms	Fair
Shelter	Poor
Splashpad	Fair
Playground	Excellent

SHORT-TERM
- Replace or demolish wooden deck along walking path
- Replace non-concrete picnic tables
- Pressure wash concrete picnic tables
- Replace benches
- Repair uneven grading around splashpad
- Remove basketball hoop
- Replace trash receptacles

LONG-TERM RECOMMENDATIONS
- Replace fence dividing creek and park
- Add wayfinding signage towards creek
- Replace or upgrade pavilions
- Renovate or replace splashpad

FACILITY INVENTORY AND ANALYSIS

7 HILLTOP-ROSENWALD PARK

565 MASON TUCKER DRIVE

AMENITY	CONDITION
Lighted Half Basketball Courts	Good
Lighted Pickleball Courts	Fair
0.5 Mile Greenway Trail	Excellent
Pavilion	Fair
Playground	Fair
Restrooms	Fair

SHORT-TERM

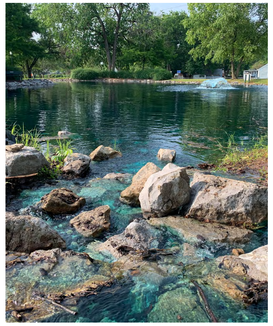
- Replace trash receptacles
- Repave and restripe parking lot
- Repave concrete pads under picnic tables
- Pressure wash and repaint pavilion
- Replace picnic tables

LONG-TERM RECOMMENDATIONS

- Repair the ½ mile greenway trail
- Regrade concrete pavement around courts
- Regrade area leading up to main pavilion
- Replace water fountains
- Overseed grass areas
- Upgrade playground
- Renovate restrooms

8 J.J. MCWILLIAMS OLD ROCK SCHOOL PARK

400 ENON SPRINGS ROAD



AMENITY	CONDITION
0.5 Mile Greenway Trail	Good
Pavilion	Fair
Playground	Excellent
Restrooms	Fair

SHORT-TERM

- Clean up grills
- Replace picnic tables
- Replace benches
- Add dog waste station
- Repaint pavilion
- Replace some trash receptacles

LONG-TERM RECOMMENDATIONS

- Add more wayfinding signage for traffic
- Repave concrete path leading up to and under pavilion

9 LEE VICTORY RECREATION PARK

110 SAM RIDLEY PARKWAY E

AMENITY	CONDITION
Lighted Basketball Courts	Fair
Lighted Football Fields	Good
Concession Stand	Fair
Old Playground	Fair
New Playground	Excellent
Pavilions	Fair
Lighted Softball Fields	Fair
Lighted Tennis Courts	Fair
1.25 Mile Greenway Trail	Fair
Horseshoe Pits	Poor
Restrooms	Fair
Lighted Volleyball Court	Fair
Wall Ball Area	Good

SHORT-TERM

- Patch and repair cracks in tennis court surfacing where needed
- Repair baseball storage sheds
- Repave and restripe parking lot
- Clean bleachers
- Replace some trash receptacles
- Repair windscreens falling off in tennis courts
- Replace restroom doors and mirrors

LONG-TERM RECOMMENDATIONS

- Replace swing set in older playground and clean surfaces
- Fix uneven concrete paving
- Repave wall ball concrete pad and repaint wall
- Repave asphalt trail around sports fields
- Repaint goal posts and railing at football fields
- Replace horseshoe pits with permanent corn hole
- Create buffer or barrier between park and wastewater treatment plan

10 SMYRNA OUTDOOR ADVENTURE CENTER

100 SAM RIDLEY PARKWAY E

AMENITY	CONDITION
Restrooms	Excellent
Party Rooms	Excellent
Children's Exhibits	Good
20' Climbing Walls	Good
Cargo-Net Climbing Structure	Good
Outdoor Play Instruments	Good
Pool	Excellent
Sand Volleyball Courts	Good
Pickleball Courts	Good
Rentable Kayaks	Good

SHORT-TERM

- Expand outdoor seating areas and shaded seating areas
- Expand front desk area
- Make entrance doors taller to allow exhibits to be brought in
- Create new programming solutions for the pool's deep end (e.g., expand aquatic classes)

LONG-TERM RECOMMENDATIONS

- More storage space
- More individual offices
- Add a staging room
- Add another party room
- Repaint parking lot

11 PAUL JOHNS NEIGHBORHOOD PARK

2900 IONA DRIVE

AMENITY	CONDITION
Basketball Court	Fair
0.5 Mile Greenway Trail	Fair
Pavilions	Fair
Playground	Poor
Restrooms	Poor

SHORT-TERM

- Replace older benches
- Add wayfinding signage for trail
- Replace trash receptacles
- Update grills
- Repaint and clean pavilion
- Replace all picnic tables
- Fix minor erosion issues along trail near the drains

LONG-TERM RECOMMENDATIONS

- Replace wooden fence around site
- Make a clearer distinction between 0.5 mile trail and basketball court
- New fencing around Smyrna valve site
- Update restroom interiors
- Replace playground
- Repave and restripe basketball court
- Patch and repair uneven surfaces and cracks around walking loop

12 PIONEER PARK

203 PIONEER DRIVE

AMENITY	CONDITION
Basketball Court	Poor
Pavilions	Fair
Playground	Good
Restrooms	Fair
Hexagon Shelter	Fair
Volleyball Court	Fair
Walking Path	Good

SHORT-TERM

- Update grills
- Replace picnic tables
- Update restrooms
- Repaint all shelters
- Replace tables under shelters
- Renovate basketball court
- Replace older trash receptacles
- Repave and restripe parking lot
- Replace volleyball netting
- Restripe volleyball court
- Regrade around path near volleyball court

LONG-TERM RECOMMENDATIONS

- Renovate wooden entrance sign
- Renovate water fountain area
- Repaint mist station
- Repave all asphalt on site

FACILITY INVENTORY AND ANALYSIS

13 ROSENWALD COMMUNITY CENTER

565 MASON TUCKER DRIVE

AMENITY	CONDITION
Kitchenette	Good
Restrooms	Good
Tables	Good
Chairs	Good

SHORT-TERM
- Add a screen for events
- Update flooring

LONG-TERM RECOMMENDATIONS
- Replace tables and chairs

14 ROTARY SOCCER PARK

200 SOCCER WAY

AMENITY	CONDITION
Soccer Fields	Fair
Half Basketball Court	Poor
Concession Stand	Good
0.9 Mile Greenway Trail	Good
Pavilions	Fair
Playground	Fair
Restrooms	Fair

SHORT-TERM
- Convert two (2) existing fields to synthetic turf
- Expand of the main parking lot
- Upgrade LED sports lighting on Fields 1-5
- Add new parking lot lighting

- Add accessible bleachers and sidewalks to either Field 1 or 2 to function as the championship field
- Add a prefabricated shade structure over the picnic area

LONG-TERM RECOMMENDATIONS
- Add a pedestrian connection between the building area and the pedestrian connection between Fields 6 and 7
- Add shade structures at strategic locations
- Evaluate stormwater facilities to ensure compliance with current standards and mitigate localized flooding concerns
- Repaint and wash playground structure as needed

15 SHARP SPRINGS NATURAL AREA

311 JEFFERSON PIKE

AMENITY	CONDITION
18-Hole Disc Golf	Fair
Practice Fields	Fair
Fishing Piers	Poor
Greenway Trail and Trailhead	Good
Outdoor Classroom	Excellent
Pavilions	Fair
Restrooms	Fair
Playgrounds	Excellent

SHORT-TERM
- Replace all old picnic tables
- Repaint shelters and repave concrete pad underneath
- Update grills
- Replace disc golf signs and maps along with some rusted disc golf baskets
- Repave and restripe older parking lots
- Renovate all piers and add wayfinding signage
- Pave area around fishing pier near BMX course
- Add security cameras

LONG-TERM RECOMMENDATIONS
- Change field lights to LED

16 SMYRNA GOLF COURSE

101 SAM RIDLEY PARKWAY E

AMENITY	CONDITION
Club House	Fair
18-Hole Course	Fair
9-Hole Course	Good
Driving Range	Poor
Restrooms on Course	Poor

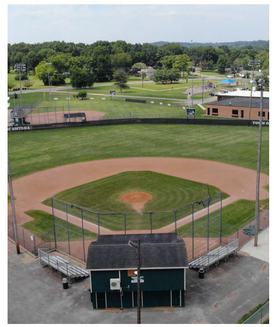
SHORT-TERM
- Repave and restripe entrance and parking lot
- Update signage for entrance
- Overseed driving range
- Replace benches, club stands, and sign at range

- Repave and widen cart path and add curbs
- Renovate area used for classes and coaching
- Repave and regrade the area around the clubhouse to meet ADA accessibility standards

LONG-TERM RECOMMENDATIONS
- Add and replace golf carts
- Update all restroom facilities on course
- Expand clubhouse
- Expand maintenance building for equipment storage
- Expand cart barn
- Add lighting to range
- Add covers to range

17 TODD LANE BASEBALL COMPLEX

210 TODD LANE



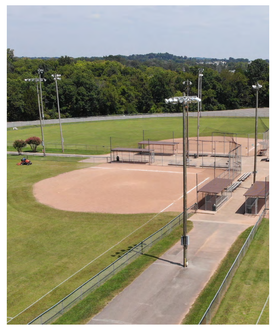
AMENITY	CONDITION
Lighted Baseball Fields	Good
Batting Cages	Good
Concession Stand	Good
Pavilion	Good
Restrooms	Fair
Dugouts	Good

SHORT-TERM
- Repaint concession stand pillars
- Repaint railings leading to press box
- Add signage for park that is visible from Todd Lane

LONG-TERM RECOMMENDATIONS
- Repave concrete around bleachers
- Update access to press box to be ADA accessible
- Replace concession stand
- Replace restrooms
- Add artificial turf to Field 3's infield

18 VOLUNTEER PARK

303 8TH AVENUE



AMENITY	CONDITION
Lighted Softball Fields	Fair
Boat Ramp	Poor
Concession Stand	Poor
Pavilion	Fair
Playground	Fair
Restrooms	Fair

SHORT-TERM
- Repave and restripe parking lot
- Repave boat ramp and add signage
- Repave asphalt leading to center of softball complex
- Switch to LED lights

- Replace older trash receptacles
- Replace older picnic tables

LONG-TERM RECOMMENDATIONS
- Replace fencing around fields
- Add grills in picnic area within trees
- Replace wooden fence dividing the park from the main road
- Replace playground
- Build new score keeper stands
- Upgrade boat ramp
- Renovate concession stand

FACILITY INVENTORY AND ANALYSIS

19 WESTFORK NEIGHBORHOOD PARK

WADE HERROD ROAD

AMENITY	CONDITION
Restrooms	Fair
Pavilion	Good
0.4 Mile Walking Trail	Good
Playground	Fair

SHORT-TERM
- Add wayfinding signage on main roads to park
- Repave path to restroom
- Overseed area around restroom
- Replace broken picnic table
- Paint or clean benches
- Pressure wash playground

LONG-TERM RECOMMENDATIONS
- Replace decking on pedestrian bridges
- Convert open lawn along walking trail into multipurpose fields
- Add picnic tables and grills in forest area near parking lot
- Repave and restripe parking lot

20 ZAMA PARK

38 S LOWRY STREET

AMENITY	CONDITION
Pavilion	Excellent
Path	Excellent

SHORT-TERM
- Pressure wash path and seatwalls
- Repave or seal parking lot
- Repaint "hospitality" archway sign

LONG-TERM RECOMMENDATIONS
- Add a larger sign on S Lowry Street to be visible from the road

21 SAM RIDLEY PARKWAY E

UNDEVELOPED CITY OWNED PROPERTY

AMENITY	CONDITION
Open Greenspace	Good

SHORT-TERM
- N/A

LONG-TERM RECOMMENDATIONS
- Evaluate site for the highest and best use

22 ENON SPRINGS ROAD W

UNDEVELOPED CITY OWNED PROPERTY

AMENITY	CONDITION
Open Greenspace	Good

SHORT-TERM
- N/A

LONG-TERM RECOMMENDATIONS
- Evaluate site for the highest and best use

23 INDEPENDENT HILL ROAD

OPPORTUNITY FOR PARKLAND DONATION

AMENITY	CONDITION
Forested Greenspace	Good

SHORT-TERM
- Develop the Southlight concept plan into construction documents
- Break ground to develop Southlight concept plan

LONG-TERM RECOMMENDATIONS
- Evaluate site for the highest and best use

24 WHITE BIRCH AVENUE

OPPORTUNITY FOR PARKLAND DONATION

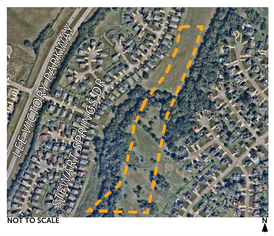
AMENITY	CONDITION
Forested Greenspace	Good

SHORT-TERM
- Develop the Vintage Park concept plan into construction documents
- Break ground to develop Vintage Park concept plan

LONG-TERM RECOMMENDATIONS
- Pave parking lot and entry
- Build disc golf course
- Build dog park
- Build mulch walking trail

25 ADELAIDE PARK

OPPORTUNITY FOR PARKLAND DEVELOPMENT



AMENITY	CONDITION
Forested Greenspace	Good

SHORT-TERM
- N/A

LONG-TERM RECOMMENDATIONS
- Evaluate site for the highest and best use

PROGRAM ASSESSMENT

ATHLETICS (NOT RAN BY TOWN OF SMYRNA)

ORGANIZATION	PROGRAM	TARGET AGE	GROWING/MATURE/ DECLINING
Stones River Futbol Club	Soccer	All Ages	Mature
Smyrna Junior Basketball	Basketball	Youth/Teen (5-17)	Mature
Smyrna Fastpitch League	Softball	Youth/Teen (4-17)	Mature
Smyrna Youth Football League	Football	Youth (5-12)	Mature
Smyrna Youth Football League Cheerleading Squad	Cheerleading	Youth/Teen (4-15)	Mature
Smyrna Baseball League	Baseball	Youth/Teen (4-18)	Mature
Smyrna Adult Softball League	Softball	Adult (18+)	Mature
Play TennisSEE	Tennis	Adult (18+)	Growing
First Tee of Tennessee	Golf	Youth/Teen (7-18)	Mature

ATHLETICS RAN BY TOWN OF SMYRNA

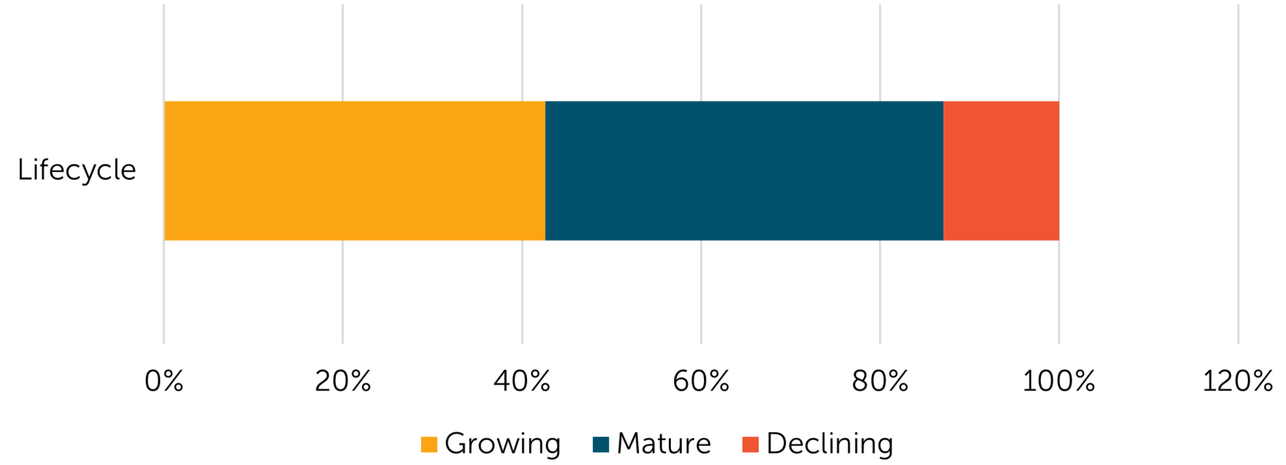
ORGANIZATION	PROGRAM	TARGET AGE	GROWING/MATURE/ DECLINING
Town of Smyrna	Spring Break Baseball Program	6-12	Growing
Town of Smyrna	Fall Break Softball Program	11-14	Growing
Town of Smyrna	Flag Football League	7-15	Growing

PROGRAMS AND EVENTS

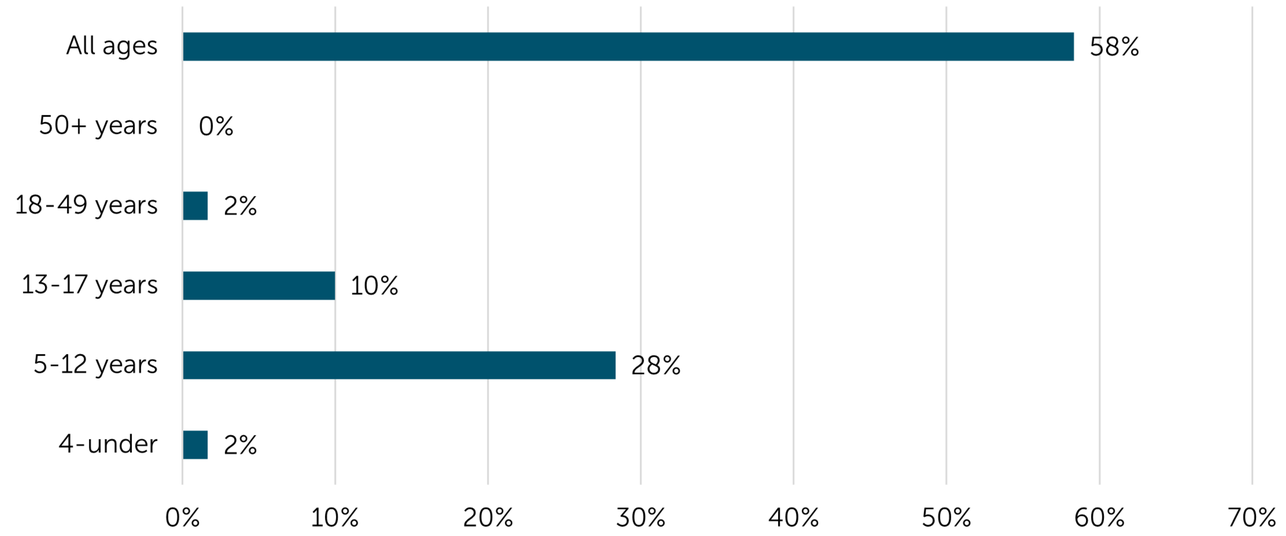
PROGRAM/EVENT	TARGET AGE	GROWING/MATURE/ DECLINING
Volunteer of the Year Banquet	All Ages	Mature
Annual Easter Egg Hunt	Youth (5-12)	Mature
Memorial Day Ceremony	All Ages	Mature
Kids Safety Day	Youth (5-12)	Growing
Juneteenth Celebration	All Ages	Growing
Boat Day	All Ages	Growing
Independence Day Celebration	All Ages	Mature
Depot District BBQ Festival	All Ages	Mature
Depot Days	All Ages	Mature
Depot District Car Show	All Ages	Mature
Farmers Market	All Ages	Mature
Top Gun Night Run	All Ages	Growing
Halloween in the Park	All Ages	Mature
Veterans Day Ceremony	All Ages	Mature
Christmas Parade	All Ages	Mature

PROGRAM ASSESSMENT

LIFECYCLE ANALYSIS



AGE SEGMENT DISTRIBUTION



IMPLEMENTATION PLAN

SYSTEMWIDE PRIORITY RECOMMENDATIONS

EXISTING PARKS AND FACILITIES

- Parking lot and pavement work such as repaving and regrading (parking lots, courts, pads, boat ramps, entry roads, and uneven surfaces)
- Trash receptacle replacement
- Picnic table replacement and upgrades
- Repainting and cleaning shelters, pavilions, structures
- Grounds maintenance such as overseeding dog parks, fields, and general grass
- Seating replacement (repair, replacements, and ADA upgrades)
- Improve wayfinding and signage

PROGRAMMING

- Provide more programming located at the parks based on highly desired events from the public survey such as pickleball, aquatics, basketball, and concerts
- Provide programming for a wider range of age groups
- Engage in partnerships with surrounding municipalities to provide more athletic programming, starting with highly desired leagues mentioned in the public survey such as pickleball and basketball leagues
- Form partnerships with local organizations to help expand Smyrna athletic programming, concerts, and festivals in Smyrna (e.g., churches, local businesses, schools, Rutherford County, and surrounding municipalities)

NEW FACILITIES

- Add more soccer fields open to the public
- Add an outdoor pool
- Add walking trails, hiking trails, and greenways
- Increase pedestrian accessibility to Town parks
- Add an indoor gymnasium with basketball courts, volleyball courts, pickleball courts, and a walking track
- Add new buildings and sheds for storage at parks facilities and the SOAC

ADDITIONAL PARKS AND RECREATION MASTER PLAN RECOMMENDATIONS

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 10.
Department: Grants
Date: February 26, 2026

Subject:
Consideration of a Resolution in support of Parks and Recreation's FY2026 $3,000,000 application to the Local Parks and Recreation Fund by the Tennessee Department of Environment and Conservation.

Fiscal Impact:
$3,000,000 requested by LPRF for the $6,000,000 Rotary Soccer Park Project. This is budgeted in account 320-44700-982. $350k is budgeted in FY26; this project is expected to be completed over the next 3 years.

Contract Type:

Contract Term (if applicable):

Background:
The popularity of Rotary Soccer Park has outgrown its current resources and is in dire need of renovation. To address this, Parks and Recreation is applying for the FY26 Local Parks and Recreation Fund grant through TDEC. If awarded, the State of Tennessee will fund half of the $6,000,000 project, $3,000,000, with the Town of Smyrna providing a $3,000,000 match.

Planned improvements include resurfacing two grass soccer fields with new turf and related improvements ($2.5 million), sports lighting upgrades ($1.5 million), earthwork and stormwater compliance ($500,000), parking lot expansion and lighting ($500,000), a new playground and shade structures ($200,000), and ADA-accessible bleachers, a press box, and pathways ($500,000).

Summary:
One of the requirements of this application is to demonstrate townwide support for the project and grant through a resolution by the Mayor and Town Council. Approving this resolution will put the Town of Smyrna in a stronger position to receive funding for the $6,000,000 Rotary Soccer Park renovation.

Recommended Council Action:

Staff recommends Mayor and Town Council approve this resolution showing support for the Rotary Soccer Park project and the LPRF grant.

Attachments:

1. Resolution re FY2026 LPRF funds

TOWN OF SMYRNA, TENNESSEE
RESOLUTION 26-_____

A RESOLUTION authorizing an Application for the Local Parks and Recreation Fund grant of $ 3,000,000.00 for the FY2026 through the Tennessee Department of Environment and Conservation.

WHEREAS, the Town of Smyrna is eligible for a grant of $ 3,000,000.00 for FY2026 from the Local Parks and Recreation Fund through the Tennessee Department of Environment and Conservation.; and

WHEREAS, the popularity of Rotary Soccer Park has outgrown its current resources and is in dire need of renovation. To address this, Parks and Recreation is prepared to apply for the FY2026 Local Parks and Recreation Fund grant through TDEC. If awarded, the State of Tennessee will fund half of the $6,000,000 project, $3,000,000, with the Town of Smyrna providing a $3,000,000 match; and

WHEREAS, pursuant to the Town's Charter, Section 2.01(35), the Town Council shall have the authority to exercise all other powers, functions, rights, and privileges necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the Town and its inhabitants; and

WHEREAS, the Town of Smyrna wishes to make an application for said grant, and deems it necessary and in the public interest to do so; and

WHEREAS, the Mayor and Council for the Town of Smyrna are in full support of said grant application herein; and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Smyrna, that:

1. The Mayor and Town Council are in full support and approve aforesaid grant application and the Mayor be authorized and directed to enter into all agreements with the Tennessee Department of Environment and Conservation to receive and administer such grant funds.
2. The proposed project includes field resurfacing, lighting upgrades, stormwater and site improvements, parking and accessibility enhancements, and a new playground with shade structures. The project is $6,000,000, the grant is a 50% match at $3,000,000; said project having already in the CIP plan for the next 5 years.
3. This resolution shall take effect immediately upon its passage, the public health and welfare of the Town of Smyrna requiring it.

ADOPTED by the Town Council the _____ day of _____, 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 11.
Department: Finance
Date: February 26, 2026

Subject:
Consideration of a Resolution to request unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
Consideration of Resolution to request unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act.

Summary:
Approval of this resolution allows the Town to ask the State of Tennessee for a refund. The property is made up of outstanding checks or credit balances on closed utility accounts and vendor accounts that were held first by the Town and secondly by the State of Tennessee.

Recommended Council Action:
Staff recommends approval of this resolution.

Attachments:
1. Resolution #25-7

TOWN OF SMYRNA, TENNESSEE
RESOLUTION # __-__

A RESOLUTION TO REQUEST UNCLAIMED BALANCE OF ACCOUNTS REMITTED TO STATE TREASURER UNDER UNCLAIMED PROPERTY ACT.

WHEREAS, Tennessee Code Annotated Section 66-29-146 (c) provides that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds $100, less a proportionate share of the cost of administering the program; and

WHEREAS, the Town of Smyrna and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act; and

WHEREAS, the Town of Smyrna agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and

WHEREAS, it is agreed that this local government will retain a sufficient amount to insure prompt payment of allowed claims and that the balance of funds will be deposited in this local government's general fund or enterprise fund.

NOW, THEREFORE, BE IT RESOLVED by the Town of Smyrna, Rutherford County, requests the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-146 (c).

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 12.
Department: Planning
Date: February 26, 2026

Subject:
Consideration of an Ordinance relative to the amendment of the existing PRD to PUD for property located on Tax Map 28, Parcels 44.07, 44.26, and 44.32 owned by Vintage Harbor Brook, LLC, Vintage Smyrna Block 1 Owner, LLC, and Vester Waldron Family Limited Partnership, LLC containing 91.66 acres. The properties requested are located on Needham Drive, White Birch Avenue, and Old Nashville Highway. Second Reading

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The properties that are the subject of this request are the PRD known as The Vintage. The properties are located along Old Nashville Highway north of Genie Lane with additional frontage on Needham Drive, White Birch Avenue, and Carriage House Drive. The Land Use Plan for this area is the Sam Ridley character area, which would support a combination of retail uses and services that provide markets for both local and regional customers. The surrounding zoning is R-4, R-6, C-2, and PRD in Town and R-2 and Agriculture in LaVergne.

The existing PRD for The Vintage was approved in March 2021 for up to 1,283 multifamily residential units in 4 phases. The overall layout, architectural requirements, density, and proposed amenities are not being proposed for amendment.

Summary:
The requested amendment to the PRD include the following:
1. Allowing up to 10 office suites for each phase.
2. The minimum building separation would be 20' instead of 30'.
3. Each phase is responsible for the maintenance of the common areas and common space in lieu of an owners' association.
4. The common park would be owned and maintained by the Town instead of being

owned and maintained by all four phases.

The proposed nonresidential uses within Phase 1 would be located on each floor along hallways that are largely residential. Hallways are keycard accessible, and the list of uses has been limited as such that traffic from nonresidents would be kept at a minimum. Phases 2, 3, and 4 would be required to have the nonresidential uses limited to common spaces on a first floor where such uses as a mail room, fitness facility, etc., would be located. The list of uses is on Pages 9–12 of the attached revised PUD book, and floorplans for the existing buildings and Phase 2 are located on Pages 33-39.

The Planning Commission reviewed the amendment and recommended approval 6 for, 0 against, with the following conditions:
1. Upgrades will need to be made to existing office space and future office spaces to meet life safety standards.
2. An occupancy inspection is required before renting out units and prior to offices being occupied.
3. Provide a written statement of approval from the State Fire Marshal's office for Phase 1, as the buildings were originally reviewed and approved for residential occupancy only.
4. The landscaping within the public right-of-way is to be maintained by the owners of the development. As there is no longer going to be an owners' association, each individual property owner will be required to have a separate agreement with the Town for maintenance of a portion of the landscaping within the public right-of-ways.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #26-14
2. Vintage Harbor Brook PUD Amendment Signed
3. Vintage Stonetrace PUD Amendment Signed
4. Waldron PUD Amendment Signed
5. Vintage Map 1
6. Vintage Map 2
7. Vintage Map 3
8. 20326 PUD Amendment - The Vintage (2026-02-04)-Set
9. Vintage February 2026 Rezoning PRD to PUD Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-14

AN ORDINANCE relative to the amendment of the existing PRD to PUD for property located on Tax Map 28, Parcels 44.07, 44.26, and 44.32 owned by Vintage Harbor Brook, LLC, Vintage Smyrna Block 1 Owner, LLC, and Vester Waldron Family Limited Partnership, LLC containing 91.66 acres. The properties requested are located on Needham Drive, White Birch Avenue, and Old Nashville Highway.

WHEREAS, the Planning Commission has recommended this change based on certain conditions and considerations; and

WHEREAS, the change is in agreement with the general plan for the area; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by this amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon adjoining property owners and/or any such adverse effect is justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That the existing PRD for property located on Tax Map 28, Parcels 44.07, 44.26, and 44.32 containing approximately 91.66 acres as shown on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is amended from PRD to PUD, the public health and welfare of the Town of Smyrna requiring it.

Section 2. This ordinance shall take effect immediately upon its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the _____ day of _____, 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: Vintage Harbor Brook Owner LLC c/o Ross Bradley		
Street Address: 1610 S. Church Street, Suite C		
City: Murfreesboro	State: TN	ZIP: 37130
Email: rbradley@tdkconstruction.com	Phone: (615) 895-8743	

CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Vintage Harbor Brook Owner LLC c/o Ross Bradley		
Street Address: 1610 S. Church Street, Suite C		
City: Murfreesboro	State: TN	ZIP: 37130
Email: rbradley@tdkconstruction.com	Phone: (615) 895-8743	

PROPERTY INFORMATION		
Street Address/Intersecting Streets: 5000 Needham Drive		
Tax Map: 028	Group:	Parcel: Part of 44.07
Requested Lot Area (Square feet/Acres): 16.448 Acres		
Existing Zoning: PUD	**Requested Zoning:** PUD Amendment	
*Current Property Owner (See Note Below): Vintage Harbor Brook Owner LLC		

APPLICANT AUTHORIZATION	
Applicant Signature: John Blankenship	Date: 11/4/2025

OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: Vintage Smyrna Block 1 Owner LLC c/o Ross Bradley		
Street Address: 1610 S. Church Street, Suite C		
City: Murfreesboro	State: TN	ZIP: 37130
Email: rbradley@tdkconstruction.com	Phone: (615) 895-8743	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Vintage Smyrna Block 1 Owner LLC c/o Ross Bradley		
Street Address: 1610 S. Church Street, Suite C		
City: Murfreesboro	State: TN	ZIP: 37130
Email: rbradley@tdkconstruction.com	Phone: (615) 895-8743	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: 4000 White Birch Avenue		
Tax Map: 028	Group:	Parcel: 44.26
Requested Lot Area (Square feet/Acres): 13.07 Acres		
Existing Zoning: PUD	**Requested Zoning:** PUD Amendment	
*Current Property Owner (See Note Below): Vintage Smyrna Block 1 Owner LLC		
APPLICANT AUTHORIZATION		
Applicant Signature: John Blankenship		Date: 11/4/2025
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

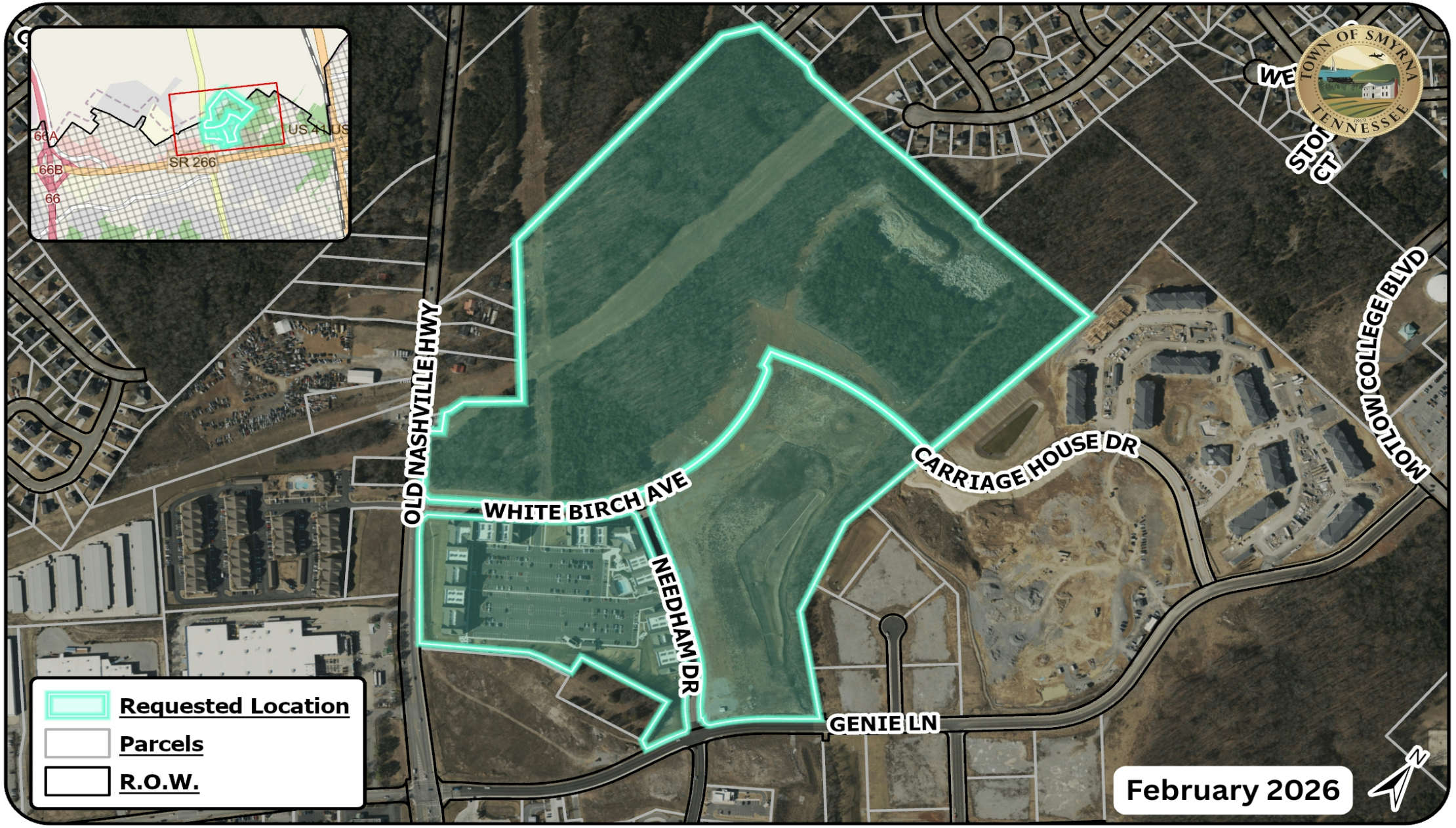
- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: WALDRON VESTER FAMILY LIMITED PARTNERSHIP		
Street Address: 125 River Rock Blvd STE A		
City: Murfreesboro	State: TN	ZIP: 37138
Email: greg.waldron2327@comcast.net	Phone: (615) 394-7449	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: WALDRON VESTER FAMILY LIMITED PARTNERSHIP		
Street Address: 125 River Rock Blvd STE A		
City: Murfreesboro	State: TN	ZIP: 37138
Email: greg.waldron2327@comcast.net	Phone: (615) 394-7449	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: Needham Drive		
Tax Map: 028	Group:	Parcel: Rest of 44.07
Requested Lot Area (Square feet/Acres): 62.142 Acres		
Existing Zoning: PUD	**Requested Zoning:** PUD Amendment	
*Current Property Owner (See Note Below): WALDRON VESTER FAMILY LIMITED PARTNERSHIP		
APPLICANT AUTHORIZATION		
Applicant Signature: Greg Waldron, President BVW, Inc., GP		Date: 11/4/25
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.



0 365 730 Feet

0 0.07 0.15 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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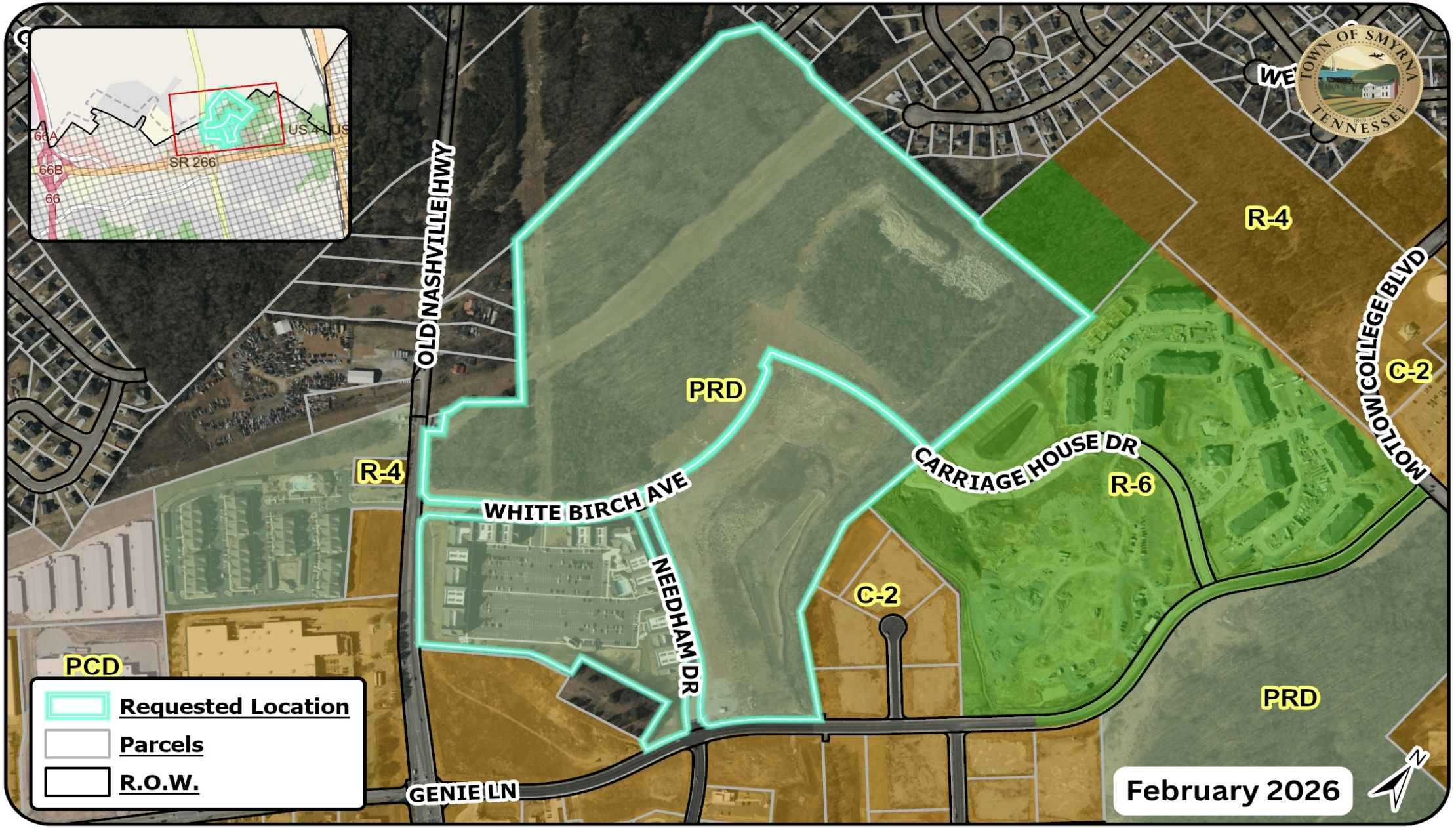
Vintage PRD Amendment Request

PRD Amendment to a PUD

Owners: Vintage Harbor Brook Owner, LLC &
Waldron Vestor Family Limited Partnership

Tax Map: 28
Parcel: 44.07
44.26, 44.32
Acres: +/- 91.66



0 365 730 Feet

0 0.07 0.15 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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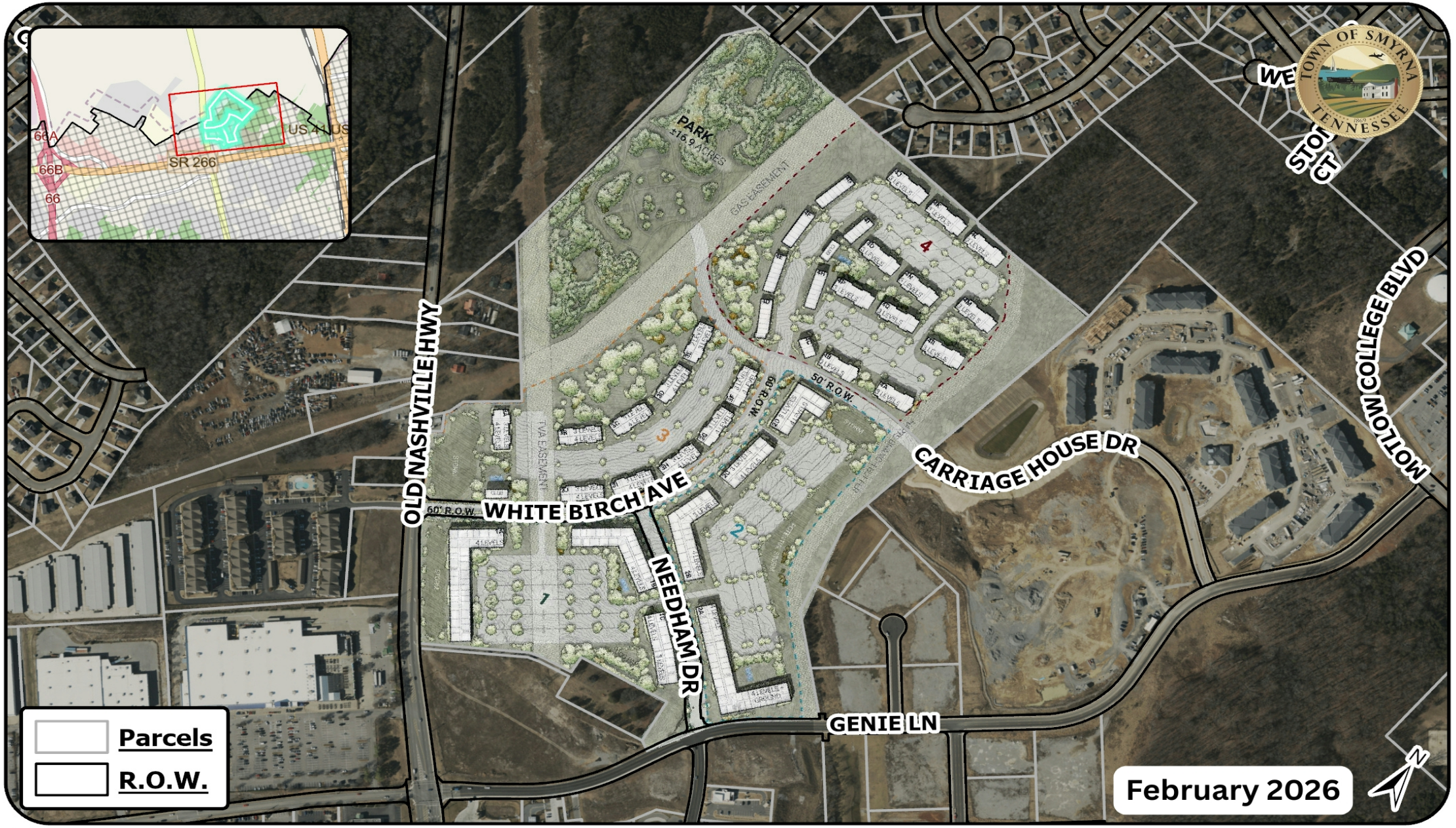
Vintage PRD Amendment Request

PRD Amendment to a PUD

Owners: Vintage Harbor Brook Owner, LLC &
Waldron Vestor Family Limited Partnership

Tax Map: 28
Parcel: 44.07
44.26, 44.32
Acres: +/- 91.66



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0 0.07 0.15 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Vintage PRD Amendment Request

PRD Amendment to a PUD

Owners: Vintage Harbor Brook Owner, LLC &
Waldron Vestor Family Limited Partnership

Tax Map: 28
Parcel: 44.07
44.26, 44.32
Acres: +/- 91.66

VINTAGE SMYRNA

A REQUEST FOR AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT

SMYRNA, TENNESSEE

INITIAL SUBMITTAL
NOVEMBER 10 ,2025
RESUBMITTAL
NOVEMBER 19 ,2025
RESUBMITTAL
DECEMBER 3 ,2025
RESUBMITTAL
DECEMBER 17 ,2025
RESUBMITTAL
JANUARY 21 ,2026
RESUBMITTAL
FEBRUARY 4 ,2026

Company Name: TDK Development
Profession: Developer
Attn: Ross Bradley
Phone: (615) 895-8743
Email: rbradley@tdkconstruction.com
Web: www.tdkconstruction.com/

1610 South Church Street
Murfreesboro, TN 37130

Company Name: Centric Architecture
Profession: Architects
Attn: Gina Emmanuel
Phone: (615) 243-4663
Email: gemmanuel@centricarchitecture.com
Web: www.centricarchitecture.com

35 Peabody St. Suite #305
Nashville, Tennessee 37210

Company Name: Gamble Design Collaborative
Profession: Landscape Architectural and Development Planning
Attn: Greg Gamble
Phone: (615) 975-5765
Email: greggamble209@gmail.com
Web: https://gdc-tn.com/

324 Liberty Pike, Suite 145
Franklin, TN 37064

Company Name: SEC, Inc.
Profession: Civil Engineering - Land Planning - Landscape Architecture - Surveying
Attn: Matt Taylor & Rob Molchan
Phone: (615) 890-7901
Email: mtaylor@sec-civil.com & rmolchan@sec-civil.com
Web: www.sec-civil.com

850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129

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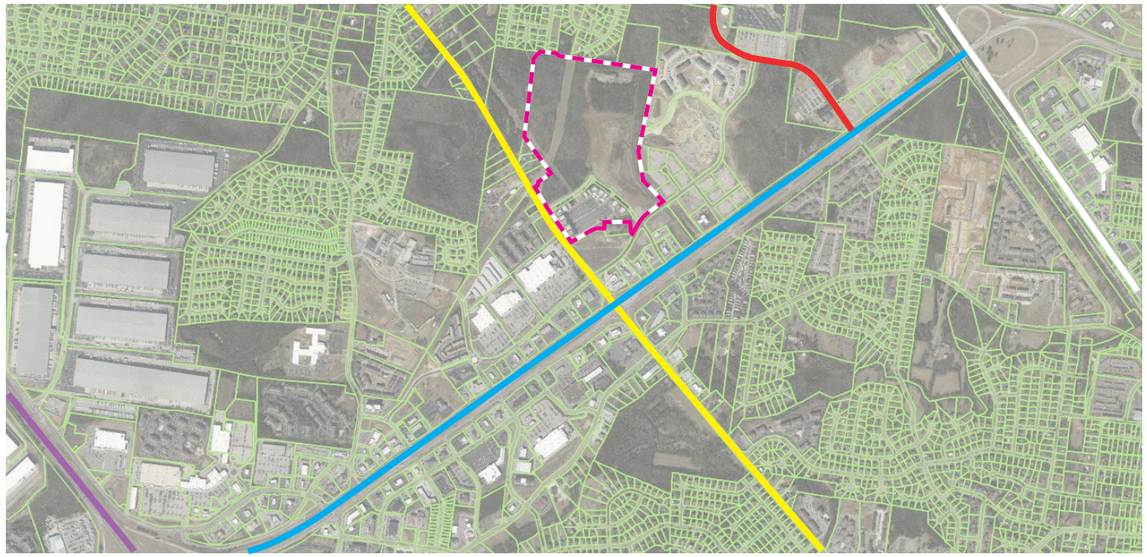
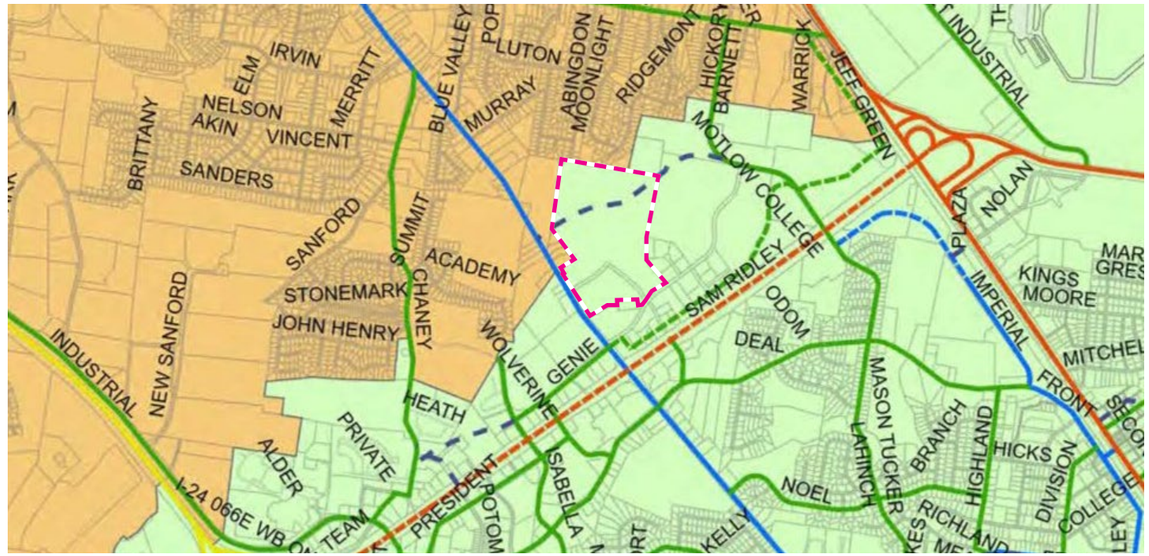


AERIAL PHOTOGRAPH

Not To Scale

- West Sam Ridley Parkway (HWY 266)
- Old Nashville Highway
- Motlow College Boulevard
- North Lowry Street (HWY 41)
- Interstate 24

Site



MAJOR THOROUGHFARE PLAN

Not To Scale

- Freeway
- Future Freeway
- Principal Arterial (100' min ROW)
- Future Principal Arterial
- Collector (60' min ROW)
- Future Collector
- Minor Arterial (104' min ROW)
- Future Minor Arterial
- New Planned Projects
- Minor Arterial (80' min ROW)
- Future Minor Arterial
- Town of Smyrna Limits
- Smyrna Urban Growth Boundary
- Murfreesboro City Limits
- La Vergne City Limits
- Rutherford County Boundary

Site

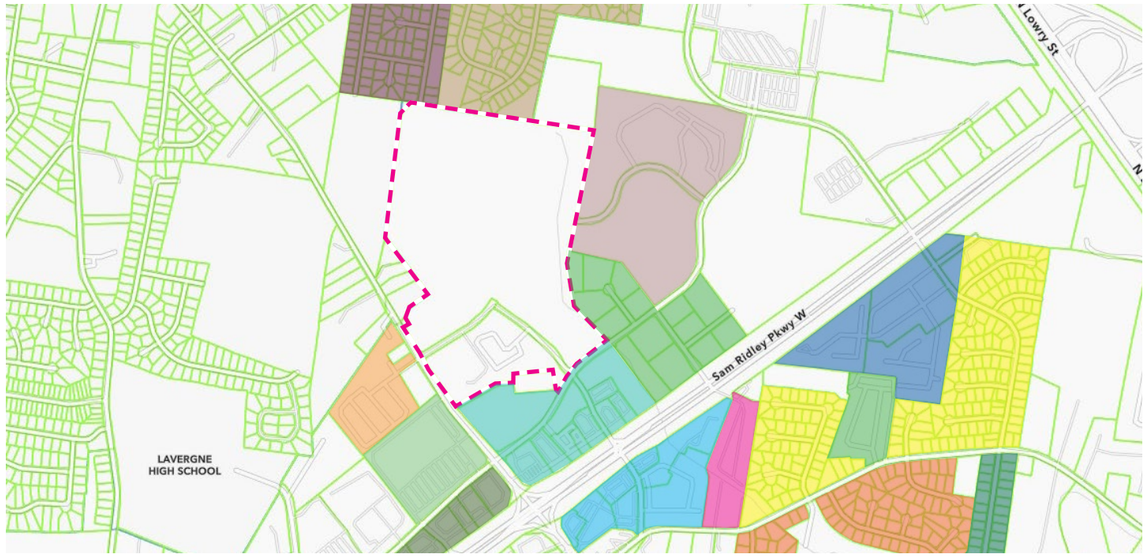
TDK Development respectfully requests an amendment to the Vintage Smyrna PUD. The property is located north of the West Sam Ridley Parkway (HWY 266) and Old Nashville Highway intersection. The site is identified as Parcel 44.07 (Waldron Vester Family Limited Partnership and Vintage Harbor Brook Owner LLC) and Parcel 44.26 (Vintage Smyrna Block 1 Owner, LLC) of Tax Map 28, and is approximately 91.66 acres.

The request for the PUD Amendment is to correct a typo regarding the minimum building separation, and the introduction of office suites into the buildings. On Page 8 Bullet #11, the amendment is correcting a typo relative to reducing the minimum distances betweet buildings from 30-ft to 20-ft. As the approved concept plan shows that buildings we place closer than 30-ft, which indicated the typo on this page. Also on Page 8, the developer is introduced Bullet #12 requesting that each block/phase of the development be permitted to include 10 office suites. Additionally, Development Standards Bullets #13-15 were added on Page 8 to provide additional notes not included with the original PUD approval back in 2021.

All the previously approved development standards are remaining unchanged through this PUD booklet as previously approved back in February 2021. The development will consist of 1,283 townhome units on 91.66 acres, for a density of 14.00 dwelling units per acre. The multifamily buildings on blocks 1-4 will largely contain 1 and 2 bedroom units ranging in size from 750 SF to 1,100 SF. Townhomes will be included with size up to 2,000 sf. The elevations will be constructed of masonry and cement board siding materials to add quality and character to the community. Each lot and home will have foundation landscaping and sodded front yards. Decorative street lights along the streets will add character and continuity to the neighborhood. The main development will have monument signs at the access points on Old Nashville Highway and Genie Lane. Each block will contain additional signage on each building with 2-3 monument signs.

The development has access to existing public rights-of-way along Old Nashville Highway and West Sam Ridley Parkway (HWY 266). The project has a connection to Old Nashville Highway via White Birch Avenue. The project has a connection to Sam Ridley Parkway via Needham Drive.

West Sam Ridley Parkway (HWY 266) is a Principal Arterial Roadway on the Town of Smyrna's Major Thoroughfare Plan, which connects Interstate 24 back to North Lowry Street and Blair Road. Ole Nashville Highway is a Minor Arterial Roadway that runs between Nashville and Murfreesboro. According to the latest Major Thoroughfare Plan, a Future Minor Arterial and a Future Collector are both proposed to cross this development in the Major Thoroughfare Plan. The White Birch Avenue connection to Old Nashville Highway is constructed as a 2-lane divided street. The Needham Drive connection to Sam Ridley Parkway via the adjacent development, and is constructed as a 3-lane street with 1-lane of travel entering and existing the development. This will allow for better connectivity between developments and surround major roadways.



SUBDIVISION MAP

Not To Scale

- Village Crest
- Davids Mobile Home Park
- Hickory Trace
- Nancy's Place Apartments
- Windsor Downs
- Valley of The Springs
- McGwynne Springs
- Chelsea Estates
- Stonehenge
- Stonetrace
- Ravens Pointe
- Marlowe
- Ashton Creek Farms
- Lowes
- Rutherford Enterprises

Site

The Vintage is surrounded by a mixture of residential, commercial, institutional and undeveloped properties. The development is bordered to the north by Chelsea Estates and Stonehenge Subdivision which are single-family detached developments consisting of one to two story single family detached homes with front entry garages. The exterior elevations consist of primarily vinyl siding with stone and vinyl along the front elevation. To the east of the property is a large undeveloped tract of land that is mainly covered in forest.

Directly to the south and southeast of the project, are the Stonetrace and Ravens Pointe commercial developments that are currently under construction. These commercial sites are comprised of numerous commercial lots that front onto Sam Ridley Parkway and Old Nashville Highway. This commercial development will allow for access back to Sam Ridley Parkway for this development. Marlowe Smyrna subdivision is located to the east of this development is a mixture of residential uses.

On the other side of Old Nashville Highway from this development is a mixture of commercial lots and an apartment complex. The existing Ashton Cree Farms apartments are directly across Old Nashville Highway, and the Vintage will align it's main access point with the entrance to the apartments.

ZONING MAP

Not To Scale

- A-1 AIRPORT DISTRICT
- C-1 CENTRAL BUSINESS
- C-2 HIGHWAY SERVICE
- C-3 RESTRICTIVE HIGHWAY SERVICE
- C-4 NEIGHBORHOOD SERVICE
- L-1 LIGHT INDUSTRIAL
- L-2 LIGHT INDUSTRIAL
- L-3 HEAVY INDUSTRIAL
- PCD PLANNED COMMERCIAL DISTRICT
- PRD PLANNED RESIDENTIAL DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- R-1 LOW DENSITY RESIDENTIAL
- R-2 LOW DENSITY RESIDENTIAL
- R-3 MEDIUM DENSITY RESIDENTIAL
- R-4 MEDIUM DENSITY RESIDENTIAL
- R-5 HIGH DENSITY RESIDENTIAL
- R-6 HIGH DENSITY RESIDENTIAL

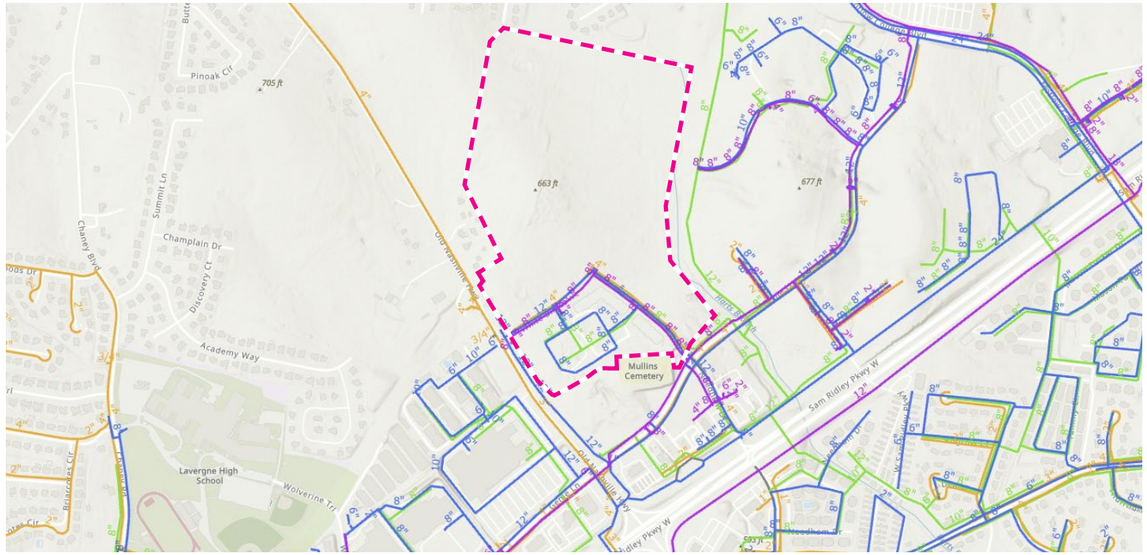
Site

City of LaVergne Zoning

- NCD NEIGHBOR COMMERCIAL
- AG AGRICULTURAL
- R-2 MIXED RESIDENTIAL NEIGHBORHOOD

The surrounding area consists of a mixture of zoning types and land uses. The land to the east is zoned High Density Residential (R-6), which allows for multi-family dwellings. The land to the south of the site is zoned General Commercial District (C-2), that allows for large variety of commercial, office and restaurant uses. The land to the southwest of the site is zoned Planned Residential Development (PRD) for the Ashton Creek Apartments.

The properties that border the development on the north and west are located in the City of LaVergne. There are two subdivisions to the north that are zoned Mixed ResidentialNeighborhood Area (R-2). Directly to the west, there is one property that is zoned Agricultural District (AG), and the other property is zoned Neighborhood Commercial District (NCD). The properties in those two zones are currently occupied by single family detached dwelling units, but for the most part are undeveloped forested properties.



UTILITY MAP

Not To Scale

WATER MAIN

SEWER FORCE MAIN

SEWER FORCE MAIN

GAS MAIN

REUSE WATER LINE

Site

SMYRNA UTILITIES
Comfortable. Responsible

Water service will be provided by Smyrna Utilities. There is an existing 12 inch water line along Old Nashville Highway for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by Smyrna Utilities. Sanitary sewer service will connect to a 8 Inch sanitary sewer stub at the southern end of the property. The commercial development that is currently under construction to the south, will provide a sewer connection to this development which drains back to a new 8 Inch sewer line in Genie Lane. The neighboring construction will extend the sewer service to the edge of the site, and developer will be responsible for extending the sewer throughout this property.

mte Middle Tennessee Electric

Electric service will be provided by the Middle Tennessee Electric Membership Corporation. Service will be extended from Old Nashville Highway. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

HYDROLOGY AND TOPOGRAPHY

Not To Scale

WATER FLOW DIRECTION

INTERMEDIATE CONTOURS

INDEX CONTOURS

Site

The topographic map above shows the site has two topographic high points, one along the southern boundary and the other is western center of the property. Both of these high points focus the majority of the stormwater towards the east to Harts Branch. Harts Branch is a creek that flows from the northeast corner of the property, southward along the western boundary, then turns southeast and eventually flows under Sam Ridley Parkway. There is a broad valley between the two high points that allows for stormwater to drain across the property from a low point in Old Nashville Highway. The property lies within Zone 'X' and is not within FEMA floodways or floodplains as per FEMA Panel 47149C0106J eff. 5/9/2023.

PHOTO DIRECTION MAP

Not To Scale

West Sam Ridley Parkway (HWY 266)

Old Nashville Highway

Motlow College Boulevard

Site

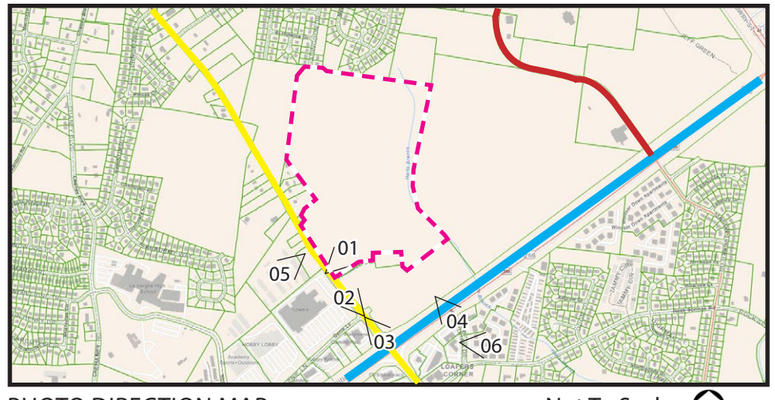


PHOTO DIRECTION MAP

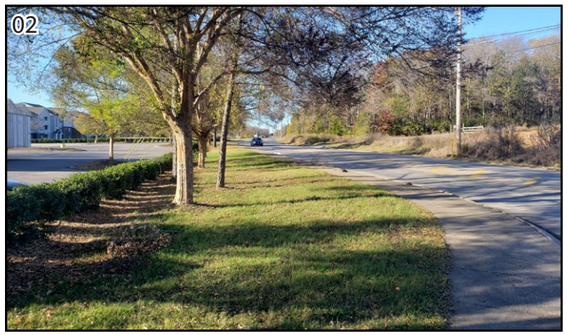
Not To Scale

West Sam Ridley Parkway (HWY 266)

Old Nashville Highway

Motlow College Boulevard

Site



DEVELOPMENT STANDARDS

1. LANDSCAPING SHALL BE PROVIDED AT FRONT AND SIDE FOUNDATIONS FACING THE R.O.W.
2. ALL MECHANICAL EQUIPMENT WILL BE SCREENED BY LANDSCAPING OR A FENCE.
3. HVAC UNITS TO BE LOCATED ON THE ROOF (BLOCKS 1 AND 2) AND SIDE OF BUILDING IN BLOCKS 3 AND 4.
4. SOLID WASTE WILL BE HANDLED VIA DUMPSTER.
5. ANY SOLID WASTE ENCLOSURE WILL BE CONSTRUCTED OF MATERIALS CONSISTENT WITH BUILDING ARCHITECTURE AND BE AT LEAST 8' TALL WITH OPAQUE GATES.
6. PARKING WILL COMPLY WITH TOWN OF SMYRNA REQUIREMENTS. SHARED PARKING WILL BE USED BETWEEN DEVELOPMENT BLOCKS.
7. PUBLIC SIDEWALKS, PARALLEL PARKING (AS NOTED), AND LANDSCAPE MEDIANS ARE PROVIDED TO CREATE A WALKABLE PEDESTRIAN FRIENDLY COMMUNITY.
8. A LARGE PARK WITH UNIQUE AMENITIES IS CREATED TO BE SHARED AMONG ALL BLOCKS
9. NO EIFS OR VINYL SIDING IS PERMITTED ON THE EXTERIOR OF ANY STRUCTURE.
10. INTERIOR AMENITY SPACES IN BLOCKS 1 AND 2 WILL BE LOCATED ON THE FIRST LEVEL OF THE BUILDING ADJACENT TO THE OUTDOOR AMENITY
11. ALL BUILDINGS SHALL BE A MINIMUM OF 20' APART
12. EACH BLOCK/PHASE SHALL BE PERMITTED 10 OFFICE SUITES.
13. ALL PUBLIC ROADWAYS WILL BE DEDICATED TO THE TOWN UPON COMPLETION AND ACCEPTANCE.
14. EACH BLOCK/PHASE OF THE DEVELOPMENT WILL BE RESPONSIBLE FOR MANAGING THEIR OWN COMMON AREAS WITHIN THAT BLOCK/PHASE.
15. THE PARK LAND WILL BE DEDICATED TO THE TOWN.

MINIMUM BUILDING SETBACKS:

	PROPOSED	STANDARD
ALL PUBLIC ROADS:	20'	35'
SIDE:	10'	10'
REAR:	20'	20'

	PROVIDED	ALLOWED
DENSITY:	1283 UNITS	1330 UNITS

	PROVIDED	ALLOWED
MAX HEIGHT:	70'	35'

	PROVIDED	REQUIRED
PARKING:	2734	2666

*SEE INDIVIDUAL BLOCK FOR PARKING BREAK DOWN.

	PROVIDED	REQUIRED	IMPROVED
OPEN SPACE:	16.9 AC (18%)	13.8 AC (15%)	7.5 AC (44%)

TOTAL AMOUNT OF UNITS PROPOSED IS 1,283, WHICH IS BELOW THE MAXIMUM ALLOWED OF 1330 UNITS. REZONE NOT REQUIRED FOR DENSITY, BUT FOR VARIANCES IN SETBACKS, HEIGHT, AND THE ABILITY TO CREATE A DESIGN CONDUCIVE OF A UNIQUE PEDESTRIAN ORIENTED COMMUNITY.

GENERAL NOTES:

1. ALL BUILDINGS TO BE 4 STORIES WITH INTERNAL CORRIDORS AND ELEVATORS.
2. DUE TO STEEP TOPOGRAPHY, SITE WALLS AT BASE OF BUILDING MAY BE REQUIRED IN SOME AREAS THAT COULD INCREASE THE TOTAL BUILDING HEIGHT.
3. CONSTRUCTION PHASING WILL BEGIN IN BLOCK 1 AND CONCLUDE WITH BLOCK 4.
4. SHARED PARKING WILL EXISTING AMONG ALL BLOCKS.
5. NO EIFS OR VINYL SIDING IS PERMITTED ON ANY STRUCTURE.
6. INDOOR AMENITY AND CLUBHOUSE LOCATED WITHIN THE FIRST LEVEL OF BUILDING 1B ADJACENT TO THE POOL AMENITY AREA

BLOCK 1
TOTAL UNITS: **337**

SITE DATA

Total Land Area:	**±12.82 Acres**
Total Number of Units:	**337**
Yield: 337 Units/12.82 Acre:	**±26.29 Units/Acre**

MAX HEIGHT:
ALLOWED: 35'
PROVIDED: 70'

PARKING:
REQUIRED: 674
PROVIDED: 675

OPEN SPACE

Total Provided Open Space: (See Amenity Plans)

Dog Park:	**±24,000 SF**
Amenity Area:	**±15,400 SF**

MINIMUM BUILDING SETBACKS:

	PROPOSED	STANDARD
ALL PUBLIC ROADS:	20'	35'
SIDE:	10'	10'
REAR:	20'	20'

OFFICE SUITES
PHASE 1 ALLOWABLE USES

1. Government administrative services (back office only)
2. Essential public transport, communication, and utility service offices (back office only)
3. Contract construction services, provided there is no outdoor storage and back office/consultation only
4. Small Electronic Repair Services
5. Entertainment and amusement services (back office only)
6. Financial, insurance, real estate, and consulting services (including exception: except alternative financial services)
7. General Business Services - Accounting, tax prep, consulting, admin, IT, misc. back office, printing.
8. General Personal Services - Lash technicians, nail technicians, estheticians, brow studios, makeup artists, massage, reflexology, body contouring, dry cleaning (drop off only no cleaning done on site), tailoring (drop off only), shoe repair (drop off only)
9. Professional Services – medical (consultation/back office only)
10. Professional Services - non-medical - Office based professions, insurance brokers, consultants, real estate office
11. Religious Facilities (admin only)
12. Education Facilities - Tutoring and Test Prep Services

All businesses must comply with the maximum occupancy as set forth in the plans. Maximum occupancy allowances will be defined in all leases going forward.

BLOCK 2
TOTAL UNITS: **354**

SITE DATA

Total Land Area:	**±12.85 Acres**
Total Number of Units:	**354**
Yield: 354 Units/12.85 Acres:	**±27.54 Units/Acre**

MAX HEIGHT:
ALLOWED: 35'
PROVIDED: 70'

PARKING:
REQUIRED: 708
PROVIDED: 708

OPEN SPACE

Total Provided Open Space: (See Amenity Plans)

Amenity Area: **±26,000 SF**

MINIMUM BUILDING SETBACKS:

	PROPOSED	STANDARD
ALL PUBLIC ROADS:	20'	35'
SIDE:	10'	10'
REAR:	20'	20'

OFFICE SUITES
PHASE 2 ALLOWABLE USES

1. Government Administrative Services (back office only)
2. Essential Public Transport, Communication, and Utility Service Offices (back office only)
3. Contract Construction Services, provided there is no outdoor storage and back office/consultation only
4. Small Electronic Repair Services
5. Entertainment and Amusement Services (back office only)
6. Financial, Insurance, Real Estate, and Consulting Services (including exception: except alternative financial services)
7. General Business Services - Accounting, tax prep, consulting, admin, IT, misc. back office, printing.
8. General Personal Services - Lash technicians, nail technicians, estheticians, brow studios, makeup artists, massage, reflexology, body contouring, dry cleaning (drop off only no cleaning done on site), tailoring (drop off only), shoe repair (drop off only), barber shops, hair salons, health spas
9. Professional Services – Medical (consultation/back office only)
10. Professional Services - Non-medical - Office based professions, insurance brokers, consultants, real estate office
11. Religious Facilities (admin only)
12. Education Facilities - Tutoring and Test Prep Services

All businesses must comply with the maximum occupancy as set forth in the plans. Maximum occupancy allowances will be defined in all leases going forward.

GENERAL NOTES:

1. ALL BUILDINGS TO BE 4 STORIES WITH INTERNAL CORRIDORS AND ELEVATORS.
2. DUE TO STEEP TOPOGRAPHY, SITE WALLS AT BASE OF BUILDING MAY BE REQUIRED IN SOME AREAS THAT COULD INCREASE THE TOTAL BUILDING HEIGHT.
3. CONSTRUCTION PHASING WILL BEGIN IN BLOCK 1 AND CONCLUDE WITH BLOCK 4.
4. SHARED PARKING WILL EXISTING AMONG ALL BLOCKS.
5. NO EIFS OR VINYL SIDING IS PERMITTED ON ANY STRUCTURE.
6. INDOOR AMENITY AND CLUBHOUSE LOCATED WITHIN THE FIRST LEVEL OF BUILDING 2A ADJACENT TO THE POOL AMENITY AREA

GENERAL NOTES:

1. ALL BUILDINGS TO BE 2, 3, AND 4 STORY SPLIT LEVEL WITH BREEZEWAYS.
2. DUE TO STEEP TOPOGRAPHY, SITE WALLS AT BASE OF BUILDING MAY BE REQUIRED IN SOME AREAS THAT COULD INCREASE THE TOTAL BUILDING HEIGHT.
3. CONSTRUCTION PHASING WILL BEGIN IN BLOCK 1 AND CONCLUDE WITH BLOCK 4.
4. SHARED PARKING WILL EXISTING AMONG ALL BLOCKS
5. NO EIFS OR VINYL SIDING IS PERMITTED ON ANY STRUCTURE.

BLOCK 3
TOTAL UNITS: **245**

SITE DATA

Total Land Area:	**±14.89 Acres**
Total Number of Units:	**245**
Yield: 245 Units/14.89 Acres:	**±16.45 Units/Acre**

MAX HEIGHT:
ALLOWED: 35'
PROVIDED: 60'

PARKING:
REQUIRED: 490
PROVIDED: 490

OPEN SPACE

Total Provided Open Space: (See Amenity Plans)

Amenity Area: **±15,900 SF**

MINIMUM BUILDING SETBACKS:

	PROPOSED	STANDARD
ALL PUBLIC ROADS:	20'	35'
SIDE:	10'	10'
REAR:	20'	20'

OFFICE SUITES
PHASE 3 ALLOWABLE USES

1. Government Administrative Services (back office only)
2. Essential Public Transport, Communication, and Utility Service Offices (back office only)
3. Contract Construction Services, provided there is no outdoor storage and back office/consultation only
4. Small Electronic Repair Services
5. Entertainment and Amusement Services (back office only)
6. Financial, Insurance, Real Estate, and Consulting Services (including exception: except alternative financial services)
7. General Business Services - Accounting, tax prep, consulting, admin, IT, misc. back office, printing.
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9. Professional Services – Medical (consultation/back office only)
10. Professional Services - Non-medical - Office based professions, insurance brokers, consultants, real estate office
11. Religious Facilities (admin only)
12. Education Facilities - Tutoring and Test Prep Services

All businesses must comply with the maximum occupancy as set forth in the plans. Maximum occupancy allowances will be defined in all leases going forward.

SITE DATA

Total Land Area:	**±19.33 Acres**
Total Number of Units:	**347**
Yield: 347 Units/19.33 Acres:	**±17.95 Units/Acre**

MAX HEIGHT:
ALLOWED: 35'
PROVIDED: 60'

PARKING:
REQUIRED: 694
PROVIDED: 801

OPEN SPACE

Total Provided Open Space: (See Amenity Plans)

Amenity Area: **±15,000 SF**

MINIMUM BUILDING SETBACKS:

	PROPOSED	STANDARD
ALL PUBLIC ROADS:	20'	35'
SIDE:	10'	10'
REAR:	20'	20'

OFFICE SUITES
PHASE 4 ALLOWABLE USES

1. Government Administrative Services (back office only)
2. Essential Public Transport, Communication, and Utility Service Offices (back office only)
3. Contract Construction Services, provided there is no outdoor storage and back office/consultation only
4. Small Electronic Repair Services
5. Entertainment and Amusement Services (back office only)
6. Financial, Insurance, Real Estate, and Consulting Services (including exception: except alternative financial services)
7. General Business Services - Accounting, tax prep, consulting, admin, IT, misc. back office, printing.
8. General Personal Services - Lash technicians, nail technicians, estheticians, brow studios, makeup artists, massage, reflexology, body contouring, dry cleaning (drop off only no cleaning done on site), tailoring (drop off only), shoe repair (drop off only), barber shops, hair salons, health spas
9. Professional Services – Medical (consultation/back office only)
10. Professional Services - Non-medical - Office based professions, insurance brokers, consultants, real estate office
11. Religious Facilities (admin only)
12. Education Facilities - Tutoring and Test Prep Services

All businesses must comply with the maximum occupancy as set forth in the plans. Maximum occupancy allowances will be defined in all leases going forward.

GENERAL NOTES:

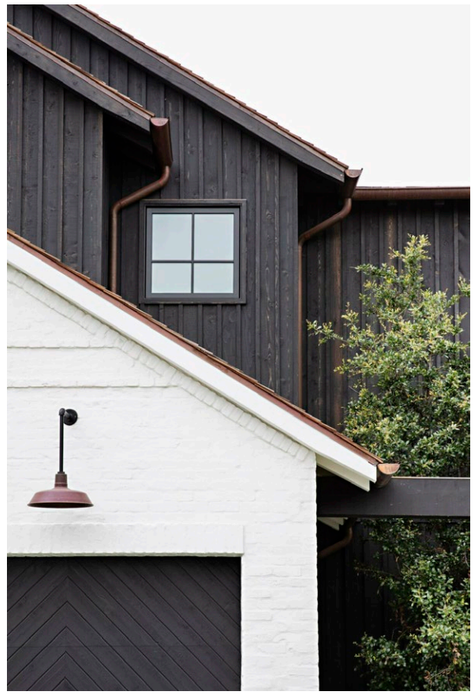
1. ALL BUILDINGS TO BE 3 STORY WITH BREEZEWAYS
2. DUE TO STEEP TOPOGRAPHY, SITE WALLS AT BASE OF BUILDING MAY BE REQUIRED IN SOME AREAS THAT COULD INCREASE THE TOTAL BUILDING HEIGHT.
3. CONSTRUCTION PHASING WILL BEGIN IN BLOCK 1 AND CONCLUDE WITH BLOCK 4.
4. SHARED PARKING WILL EXISTING AMONG ALL BLOCKS
5. PARKING FOR THE TOWNHOUSES WILL BE EXTERIOR SURFACE PARKING.
6. NO EIFS OR VINYL SIDING IS PERMITTED ON ANY STRUCTURE.

GLASS AT COMMON SPACES

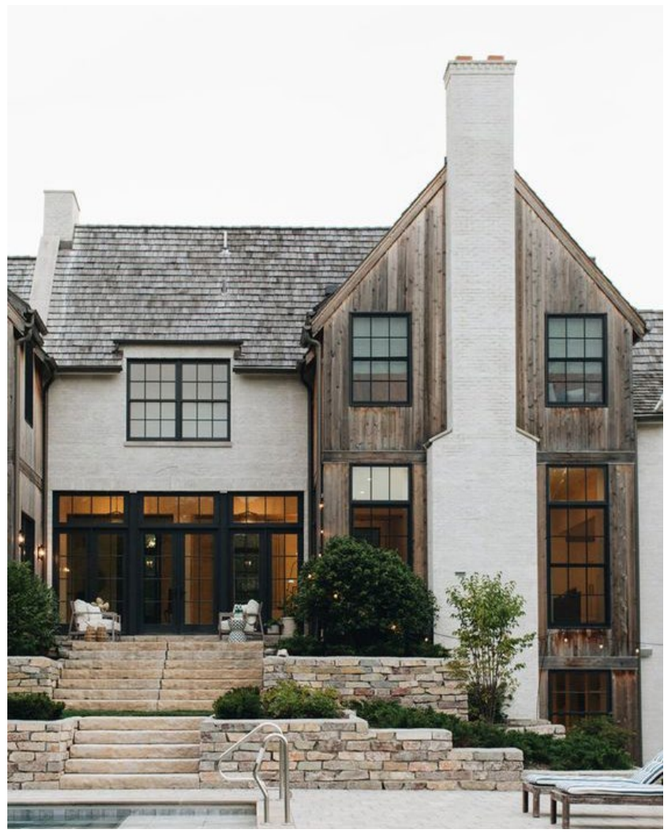
DARKER COLOR PALETTE

RUSTIC LODGE DETAILS

GLASS OPENINGS



COMPOSITION AND MATERIALS



DORMERS AND CHIMNEY ACCENTS

PORCHES

0' 4' 8' 16'

*ALL HEIGHTS SHOWN MAY VARY SLIGHTLY DUE TO STEEP TOPOGRAPHY AND FINAL GRADING

*ALL HEIGHTS SHOWN MAY VARY SLIGHTLY DUE
TO STEEP TOPOGRAPHY AND FINAL GRADING

0' 4' 8' 16'

*ALL HEIGHTS SHOWN MAY VARY SLIGHTLY DUE TO STEEP TOPOGRAPHY AND FINAL GRADING. THIS IMAGE DEPICTS A 3 STORY BUILDING. THIS SITE CONTAINS BUILDINGS THAT WILL GO TO 4 STORIES AND 72' - 8" IN HEIGHT.

0' 4' 8' 16'

*ALL HEIGHTS SHOWN MAY VARY SLIGHTLY DUE TO STEEP TOPOGRAPHY AND FINAL GRADING

0' 4' 8' 16'

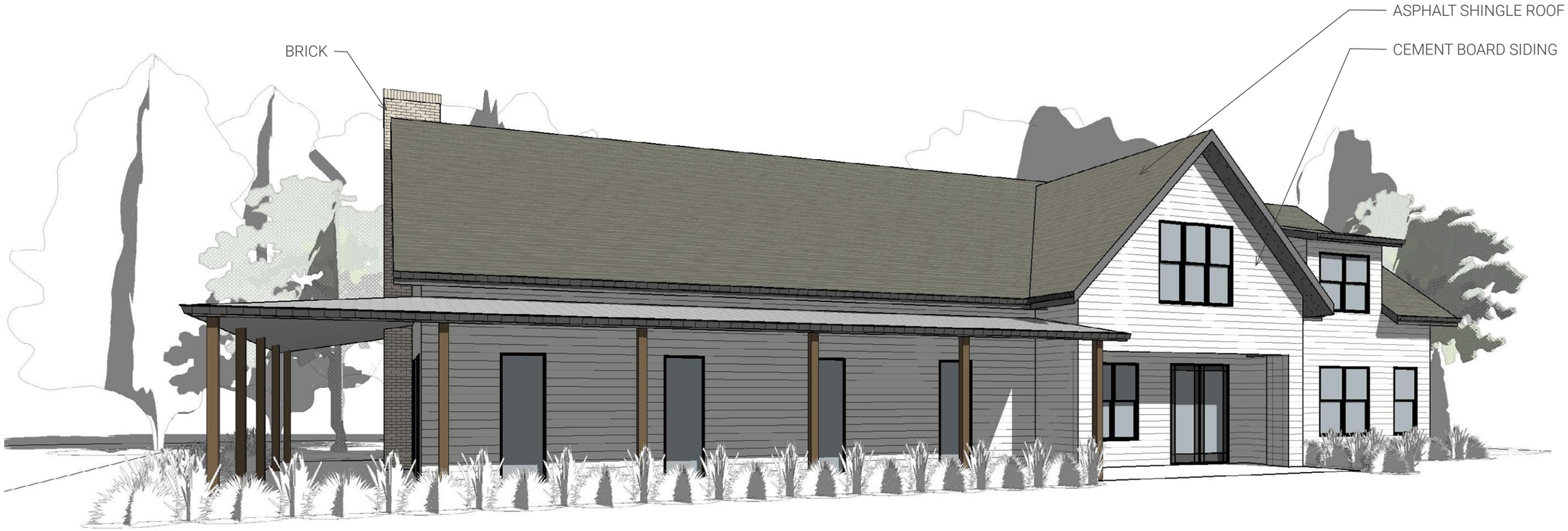
*ALL HEIGHTS SHOWN MAY VARY SLIGHTLY DUE TO STEEP TOPOGRAPHY AND FINAL GRADING

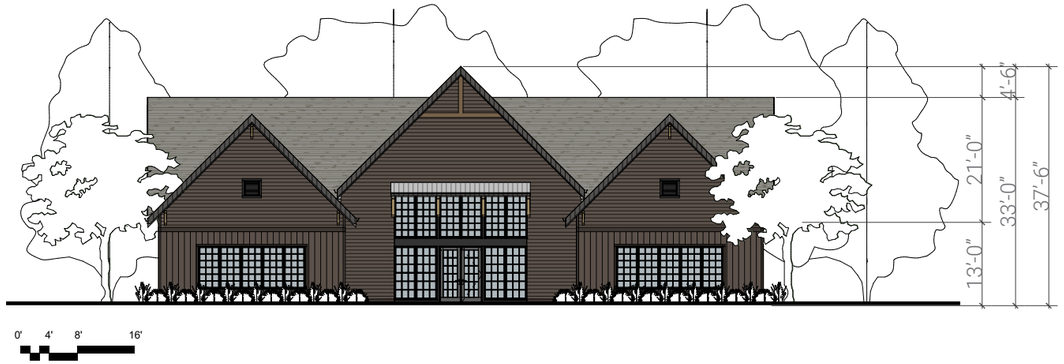
BOARD AND BATTEN CEMENT BOARD SIDING

ASPHALT SHINGLE ROOF

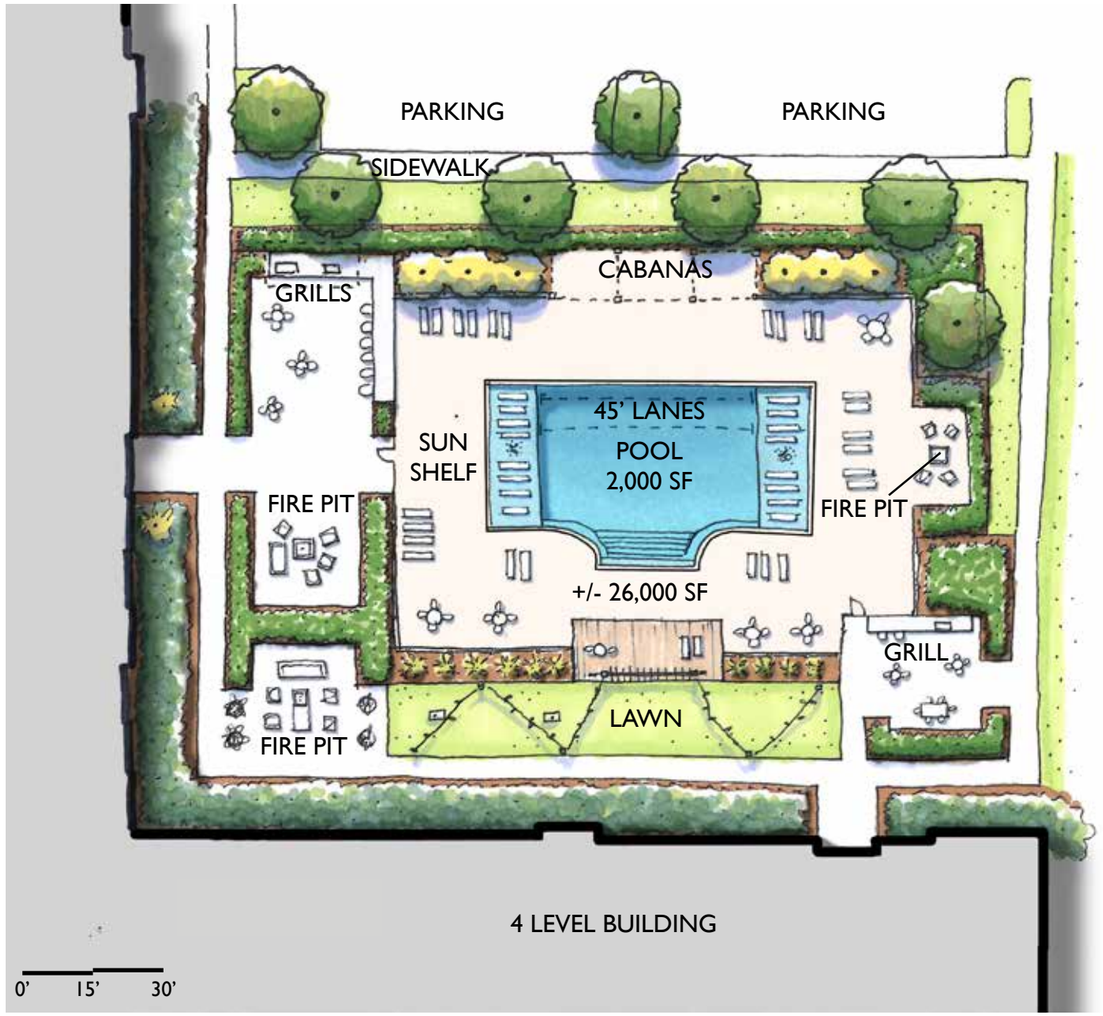
CEMENT BOARD SIDING

16'-0"
30'-0"
14'-0"
0'
4'
8'
16'


BRICK
ASPHALT SHINGLE ROOF
CEMENT BOARD SIDING


13'-0"
21'-0"
33'-0"
4'-6"
37'-6"
0'
4'
8'
16'

ASPHALT SHINGLE ROOF
CEMENT BOARD SIDING



Note: Amenities to be maintained by the private ownership entity of each block.

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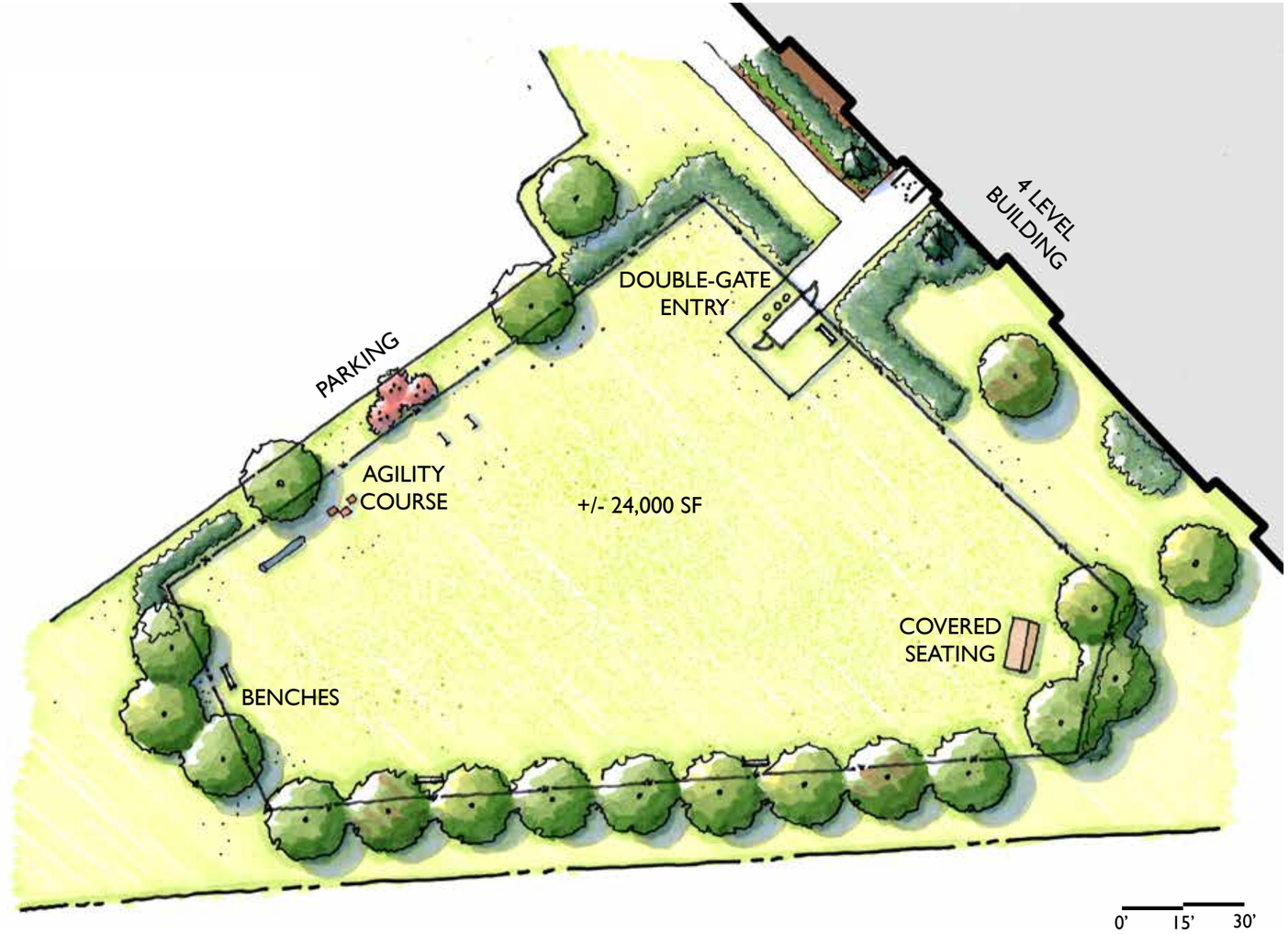
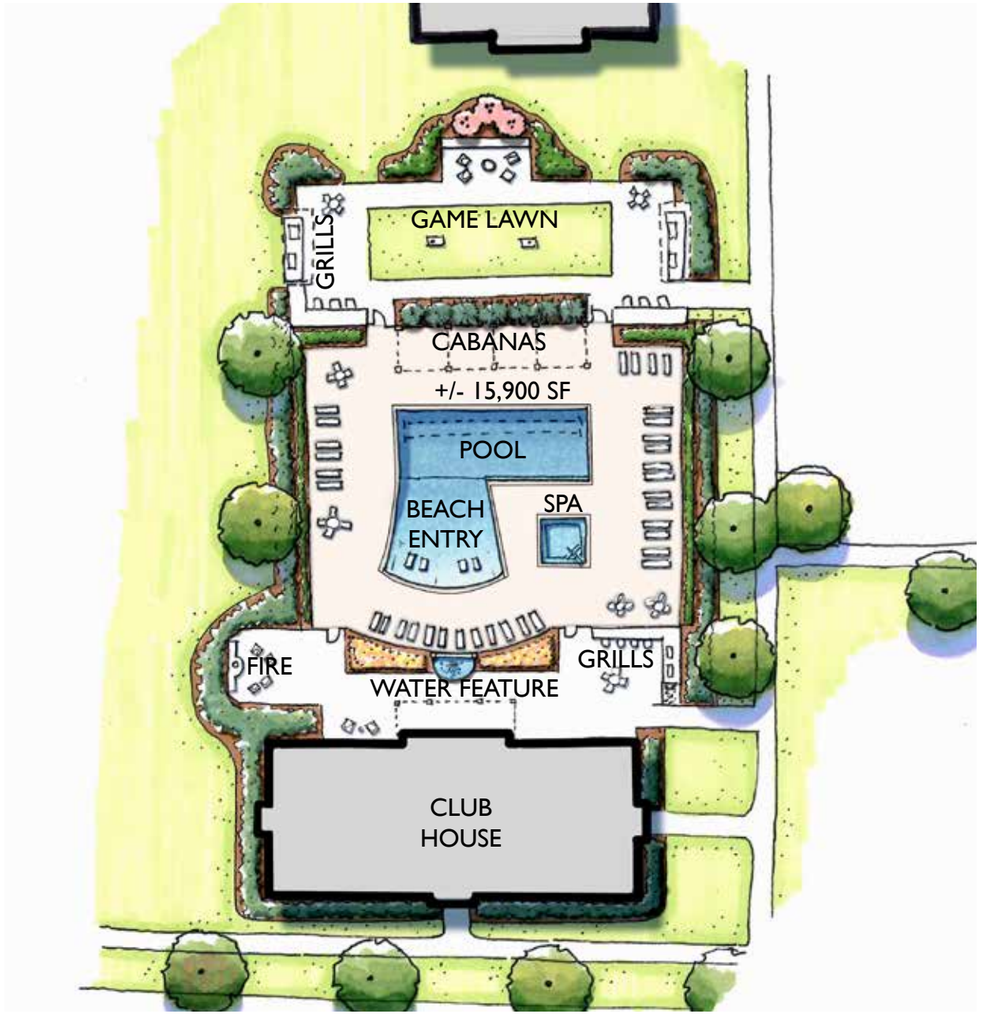
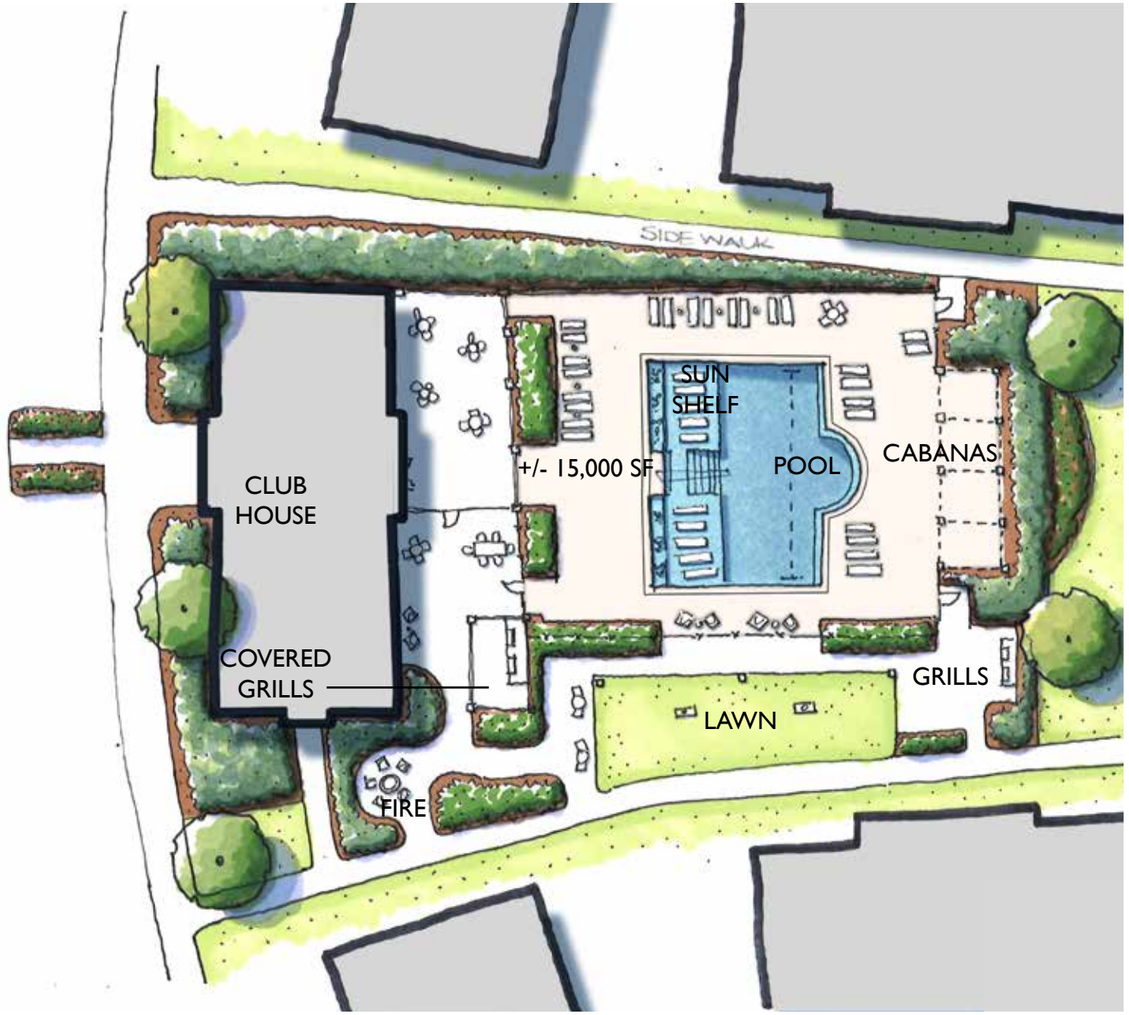
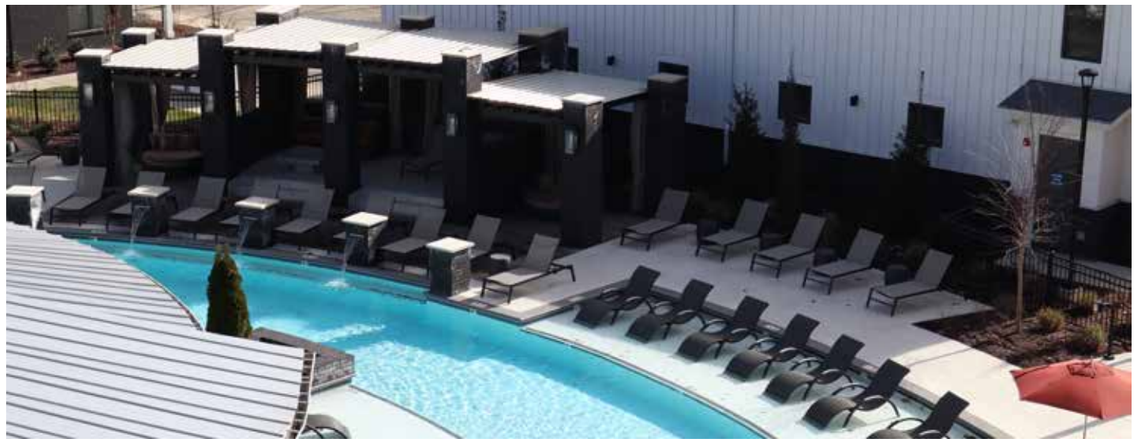


Note: Amenities to be maintained by the private ownership entity of each block.



Note: Amenities to be maintained by the private ownership entity of each block.





Note: Amenities to be maintained by the private ownership entity of each block.

Note: Park to be privately maintained by the collective ownership entities in blocks 1-4 by an owners' association.

60’ R.O.W.

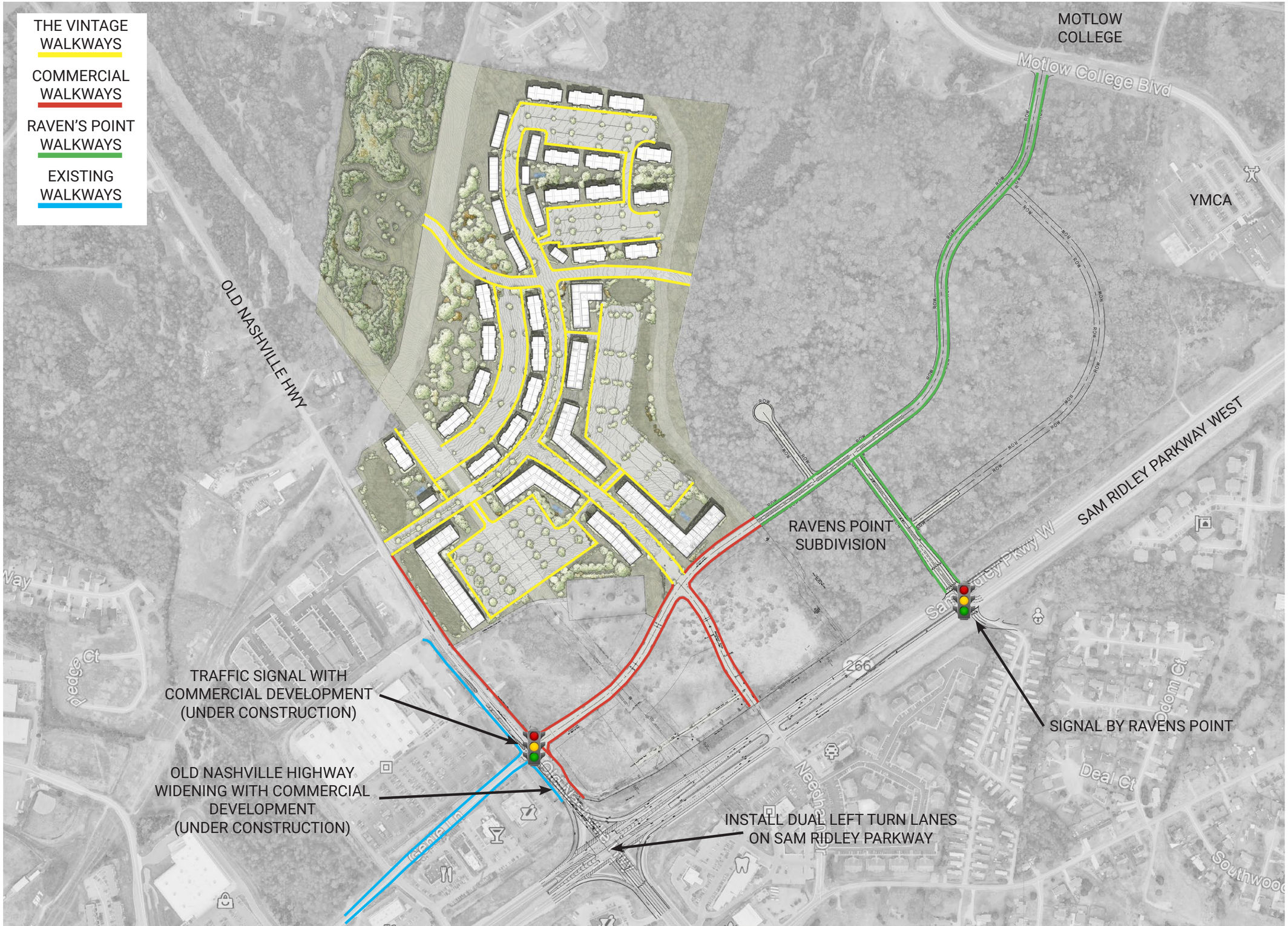
Note: ROW landscaping to be maintained by the collective ownership entities in blocks 1-4 by an owners’ association.

60’ R.O.W.

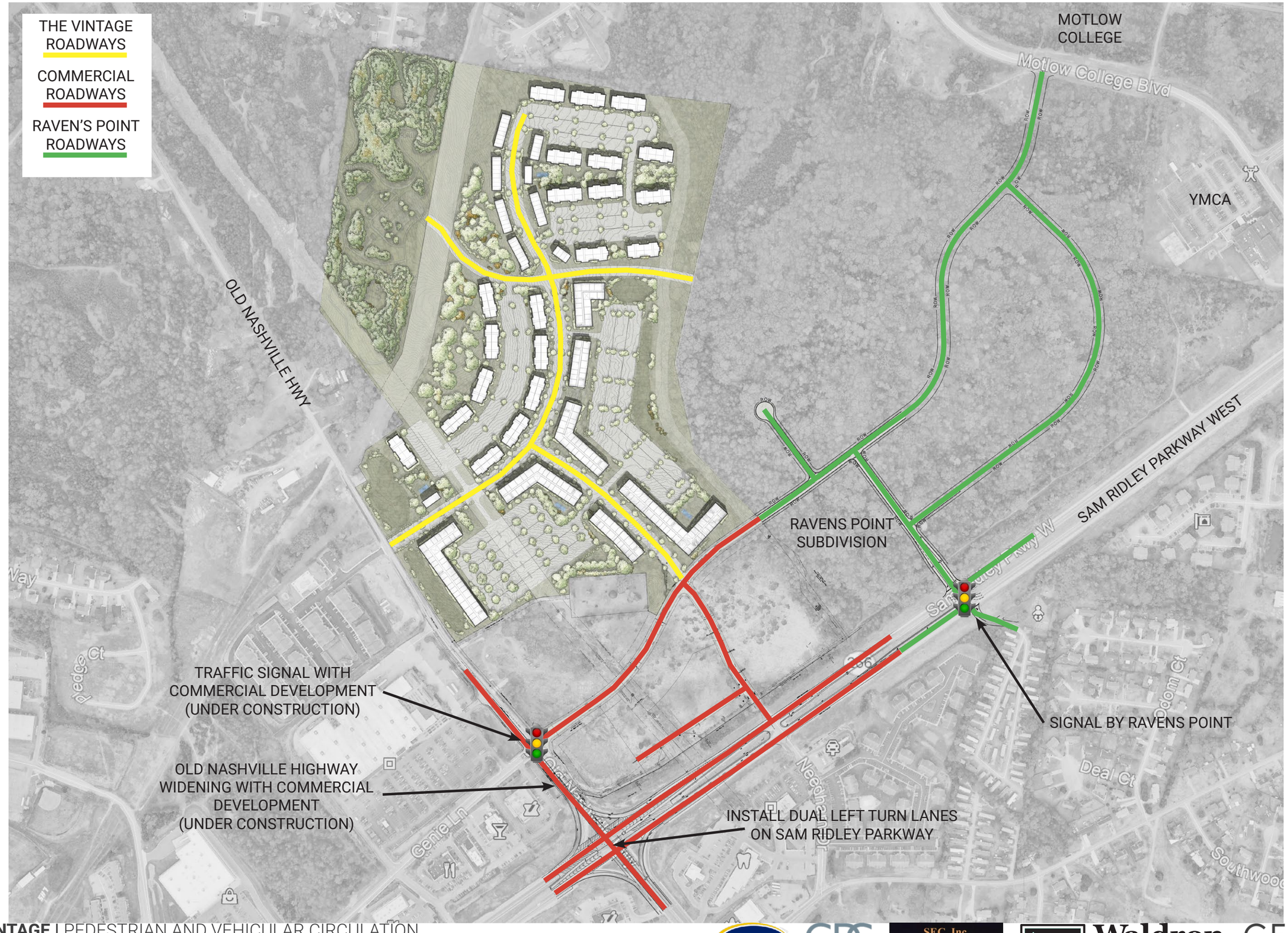
Note: ROW landscaping to be maintained by the collective ownership entities in blocks 1-4 by an owners’ association.

55' R.O.W.

Note: ROW landscaping to be maintained by the collective ownership entities in blocks 1-4 by an owners' association.



THE VINTAGE | PEDESTRIAN AND VEHICULAR CIRCULATION
JANUARY 26, 2021

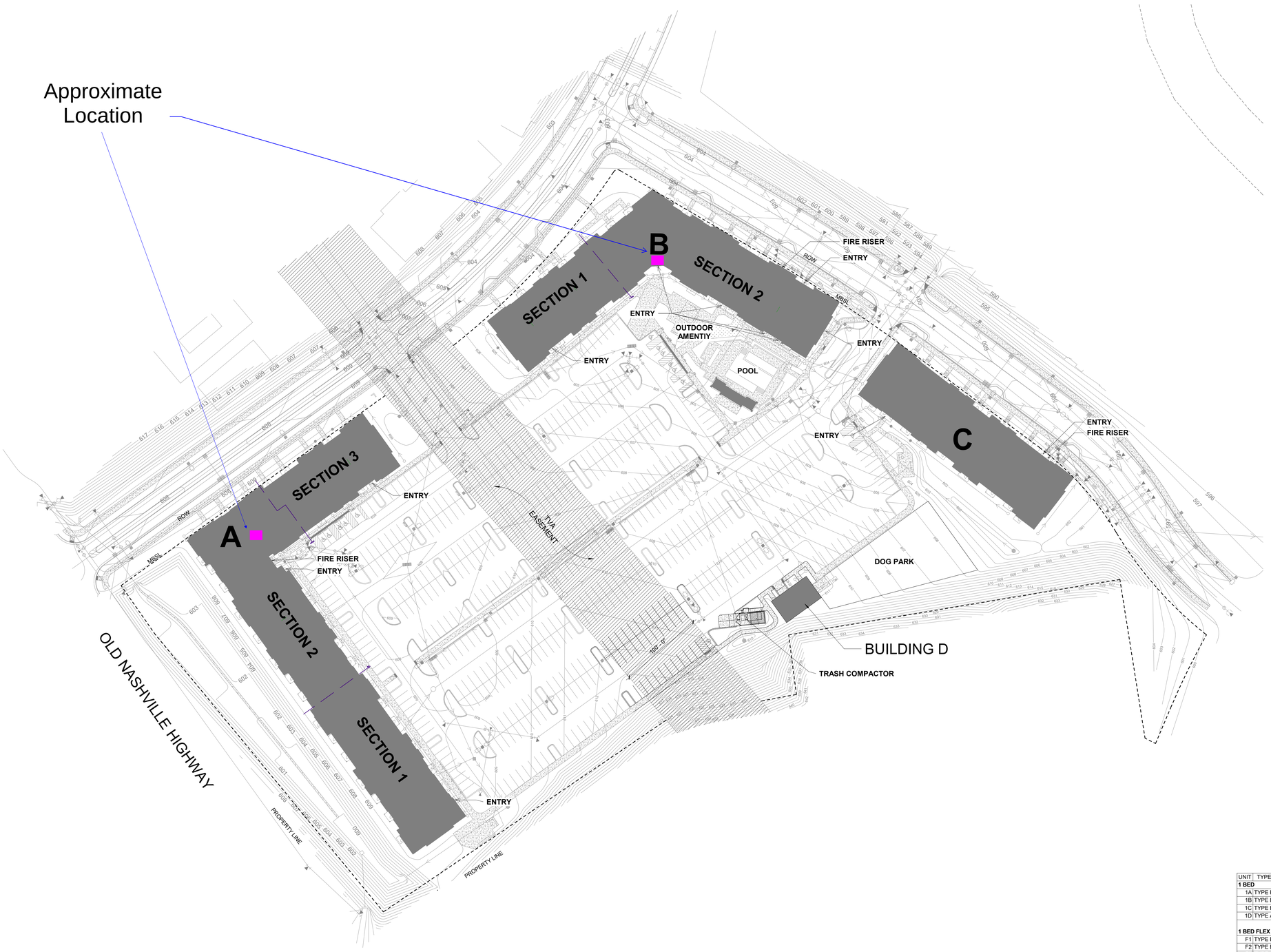


THE VINTAGE | PEDESTRIAN AND VEHICULAR CIRCULATION
JANUARY 26, 2021

TDK GDC gamble design collaborative SEC, Inc. Waldron ENTERPRISES, LLC CENTRIC ARCHITECTURE

Existing Office Suite Locations and Sizes

THESE DOCUMENTS HAVE BEEN PREPARED SPECIFICALLY FOR THE PROJECT NAMED HEREIN. THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL. COPYRIGHT 2021, CENTRIC ARCHITECTURE



1 ARCHITECTURAL SITE PLAN

UNIT MIX

UNIT	TYPE	BATHS	AREA	A	B	C	TOTAL
1 BED							
1A	TYPE B	1	724 SF ... 858 SF	24	16	8	**48**
1B	TYPE B	1	724 SF ... 858 SF	24	16	12	**52**
1C	TYPE B	1	724 SF ... 807 SF	24	16	8	**48**
1D	TYPE A	1	858 SF ... 858 SF	0	2	0	**2**
				72	**50**	**28**	**150**
1 BED FLEX							
F1	TYPE B	1	1,056 SF	0	4	0	**4**
F2	TYPE B	1	869 SF ... 903 SF	4	4	4	**12**
F3	TYPE A	1	1,157 SF	2	0	0	**2**
F3	TYPE B	1	1,157 SF	2	0	0	**2**
				8	**8**	**4**	**20**
2 BED							
2A	TYPE B	2	1,044 SF ... 1,158 SF	16	10	8	**34**
2B	TYPE B	2	1,214 SF ... 1,222 SF	16	14	16	**46**
2C	TYPE B	2	1,183 SF ... 1,191 SF	0	4	0	**4**
2D	TYPE B	2	1,032 SF ... 1,108 SF	15	11	2	**28**
2E	TYPE B	2	1,095 SF ... 1,164 SF	24	8	4	**36**
2F	TYPE B	2	1,343 SF ... 1,373 SF	4	0	0	**4**
2G	TYPE A	2	1,039 SF	1	0	2	**3**
				76	**47**	**32**	**155**
TOTAL				**156**	**105**	**64**	**325**

0' 25' 50' 100'

11/18/2021 11:07:23 AM

CENTRIC ARCHITECTURE
Respecting the Past - Defining the Future

VINTAGE SMYRNA - BLOCK 1

OLD NASHVILLE HIGHWAY AND SAM RIDLEY PARKWAY | SMYRNA, TN 37167 | RUTHERFORD COUNTY

TFM # 20849 | PROJECT # 2021-10-0409

REVISIONS

No.	DESCRIPTION	DATE
3	Addendum 3	11.12.2021

CONSTRUCTION DOCUMENTS

JOHN A. EMMANUEL — REGISTERED ARCHITECT — STATE OF TENNESSEE

ARCHITECTURAL SITE PLAN

A0.00

09.10.2021
Project # 20068

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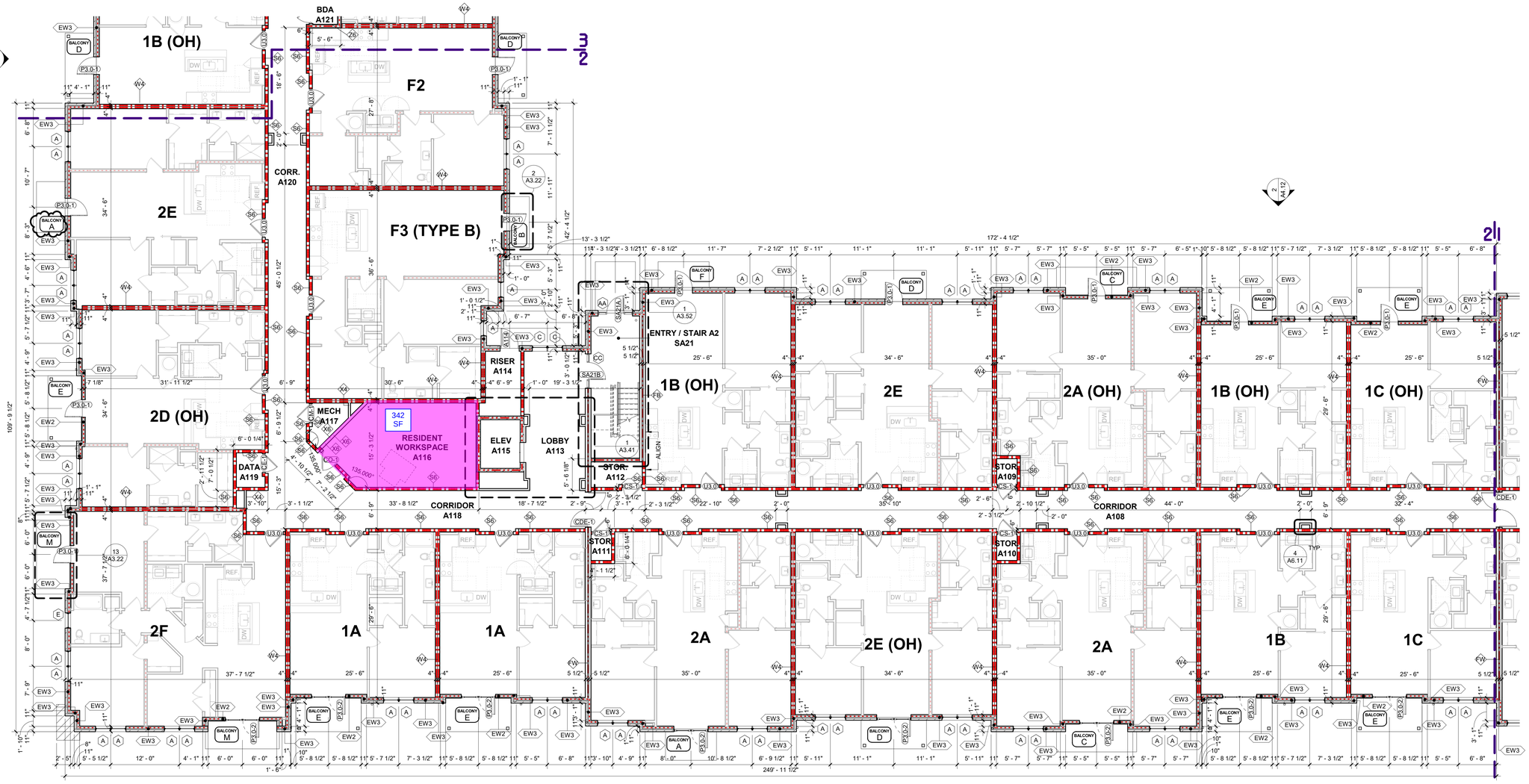

1 FLOOR PLAN - BLDG A SECTION 2 - LEVEL 1

0' 4' 8' 16'

KEYNOTES - PLANS AND RCPS

01 OFCI WALL MOUNTED TV: COORD. MOUNTING HEIGHT & REQUIREMENTS WITH SUPPLIER. SEE INTERIORS FOR MOUNTING HEIGHT.
02 CEILING MOUNTED OVERHEAD DOOR TRACK
03 MAILBOX UNIT, B.O.D. VERSATILE 4C07D-12, BRONZE FINISH WITH BRONZE FILLED ENGRAVING
04 MAILBOX UNIT, B.O.D. VERSATILE 4C07S-05, BRONZE FINISH WITH BRONZE FILLED ENGRAVING
05 MOP SINK & WALL MOUNTED MOP RACK. SEE PLUMBING
06 PREFINISHED ALUMINUM GUTTER AND DOWNSPOUT WITH CAST IRON BOOT WHERE REQUIRED TO TIE IN BELOW GRADE. SEE CIVIL.
07 CFCI UNDERCOUNTER REFRIGERATOR, SEE INTERIORS
08 CFCI COFFEE MACHINE. PROVIDE 1/4" WATER LINE. SEE INTERIORS AND PLUMBING.
09 CFCI DISHWASHER, SEE INTERIORS
10 CFCI REFRIGERATOR, SEE INTERIORS
11 CFCI UNDERCOUNTER KEGERATOR, SEE INTERIORS
12 CFCI UNDERCOUNTER WINE REFRIGERATOR, SEE INTERIORS
13 CFCI UNDERCOUNTER ICE MAKER, SEE INTERIORS
14 CFCI EXERCISE EQUIPMENT, COORD ALL REQS WITH EXERCISE VENDOR DOCUMENTS
15 CFCI FULL SIZE COOLER, SEE INTERIORS
16 RECESSED FLOOR DRAIN IN SLAB. REFER TO PLUMBING.
17 EDGE OF BRICK, TYPICAL
18 CFCI WINE DISPENSER, SEE INTERIORS
19 TRASH RING IN COUNTER SURFACE, SEE INTERIORS
20 OFCI COPY MACHINE
21 BANQUETTE SEATING - REFER TO INTERIORS
22 WOOD SCREEN WALL - REFER TO INTERIORS
23 COUNTER AND/OR CABINETRY - SEE INTERIORS
24 OUTGOING MAIL CUBBIES, SEE INTERIORS
25 SEE INTERIORS FOR ADDITIONAL INFORMATION AND DIMENSIONS
26 WOOD COMPOSITE DECKING SOFFIT AT BALCONIES, TYP.
27 ROOF ACCESS HATCH AT LEVEL 4, SEE SPECS
28 CFCI WALL MOUNTED ACCESS CONTROL SYSTEM. COORD ALL REQUIREMENTS WITH VENDOR
29 WATER FOUNTAIN, SEE PLUMBING
30 GAS FIREPLACE. SEE INTERIORS FOR DESIGN / SPEC AND MECHANICAL FOR ALL VENTING REQUIREMENTS
31 CFCI SHELVING, SEE INTERIORS
32 KNOX BOX, VERIFY ALL REQUIREMENTS WITH LOCAL FIRE MARSHAL
33 DECORATIVE WOOD SLAT CEILING. SEE INTERIORS FOR ALL REQUIREMENTS AND COORDINATE PLACEMENT OF ALL CEILING DEVICES/EQUIPMENT
34 20" x 30" FIRE RATED ACCESS PANEL FOR ATTIC MAINTENANCE AT LEVEL 4 ONLY
35 PARTIAL HEIGHT WOOD STUD WALL WITH DRYWALL EACH SIDE. COORDINATE LOCATION, SIZE, AND HEIGHT WITH INTERIORS
36 BUILT-IN SHELVING. SEE INTERIOR DRAWINGS
37 CRCI WALL MOUNTED MIRROR. SEE INTERIOR DRAWINGS
38 UNIT WATER HEATER. PROVIDE DRAIN. REFER TO PLUMBING
39 FLOOR OUTLET - REFINISH TO ELECTRICAL DRAWINGS
40 2 HOUR RATED SHAFT ENCLOSURE ABOVE AT CEILING LEVEL.
41 PROVIDE UNDERSLAB POWER FOR LIGHTING AT TWO MAIL ISLANDS. SEE INTERIORS AND ELECTRICAL

FINISH GENERAL NOTES

- REFER TO GENERAL NOTES SHEET 01 & SPECIFICATION MANUAL FOR GENERAL CONDITIONS, SUBMITTAL PROCEDURES, AND QUALITY REQUIREMENTS FOR ALL CONSTRUCTION.
- CONTRACTOR TO PERFORM THE WORK OUTLINED IN THESE NOTES IN ALL AREAS OF CONSTRUCTION UNLESS NOTED OTHERWISE IN THESE DOCUMENTS.
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- SAMPLES OF FINISH COLORS AND MATERIALS SPECIFIED SHALL BE SUBMITTED FOR APPROVAL, INCLUDING A CARPET SEAMING DIAGRAM, TO THE DESIGNER PRIOR TO COMMENCEMENT OF WORK.
- COORDINATE SURFACE OF WALLS TO RECEIVE DARK PAINT TO BE FINISHED TO A LEVEL 4 FINISH SO AS NOT TO REFLECT IMPERFECTIONS IN WALL CONSTRUCTION OR FINISHING.
- TYPICAL FLOOR COVERING TRANSITION IS AT THE CENTERLINE OF DOOR OR AT CENTERLINE OF OPENING WHERE NO DOOR IS PRESENT UNLESS NOTED OTHERWISE. PROVIDE AND INSTALL VINYL REDUCING STRIP AT FLOORING MATERIAL TRANSITIONS BETWEEN VINYL FLOORING MATERIALS AND CARPET. SUBMIT SAMPLES TO ARCHITECT FOR APPROVALS. TRANSITIONS BETWEEN OTHER MATERIALS SHALL BE AS DETAILED OR AS DIRECTED BY THE ARCHITECT / INTERIOR DESIGNER.
- SEE INTERIOR DESIGN DRAWINGS FOR ADDITIONAL FINISH REQUIREMENTS

APPLY FINISHES AS SELECTED BELOW GENERALLY THROUGH THE SPACE, U.N.O.:

GYPSUM BOARD SOFFITS: FACE OF SOFFIT TO MATCH ADJACENT WALL.
FINISH: MATCH ADJACENT WALL SHEEN; UNDERSIDE OF SOFFIT - FINISH: FLAT.
TELEPHONE BACKBOARD: PAINT COLOR & FINISH SHEEN OF ADJACENT WALL
SHELVING: PAINT COLOR & FINISH SHEEN OF ADJACENT WALL
ELECTRICAL DEVICES: WHITE OR BUILDING STANDARD FINISH, ELECTRICAL DEVICES SHALL BE BLACK ON DARK COLORED WALLS.
TOILETS & SINKS: COLOR: WHITE
TOILET PARTITIONS: FLOOR MOUNTED, WALL BRACED, INSTALL PARTITIONS AT 7' AFF.
EXPOSED FACE OF ALL ELECTRICAL PANEL BOXES: PAINT COLOR OF ADJACENT WALL, 3 COATS MINIMUM, FINISH: SEMI-GLOSS
EXPOSED CONDUIT OR PIPING: PAINT COLOR & FINISH SHEEN TO MATCH THE ADJACENT SURFACE
STAIR TREADS & RISER & INTERMEDIATE LANDING: STAINED WOOD, COLOR TBD
STAIR FLOOR LANDING: MAIN LANDING FINISH TO MATCH ADJACENT CORRIDOR. SEE INTERIORS FOR ADD INFO
STAIR HANDRAIL RAILINGS: PAINT, SEMIGLOSS PER INTERIORS SELECTION
BASE AT STAIRS & CORRIDOR STORAGE/ UTILITY ROOMS: RUBBER BASE
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DOORS & DOOR FRAMES AT CORRIDOR: SEMIGLOSS PAINT TO MATCH UNIT DOORS

UNIT MIX

UNIT	TYPE	BATHS	AREA	A	B	C	TOTAL
1 BED							
1A	TYPE B	1	724 SF ... 858 SF	24	16	8	48
1B	TYPE B	1	724 SF ... 858 SF	24	16	12	52
1C	TYPE B	1	724 SF ... 807 SF	24	16	8	48
1D	TYPE A	1	858 SF ... 858 SF	0	2	0	2
				72	50	28	150
1 BED FLEX							
F1	TYPE B	1	1,056 SF	0	4	0	4
F2	TYPE B	1	869 SF ... 903 SF	4	4	4	12
F3	TYPE A	1	1,157 SF	2	0	0	2
F3	TYPE B	1	1,157 SF	2	0	0	2
				8	8	4	20
2 BED							
2A	TYPE B	2	1,044 SF ... 1,158 SF	16	10	8	34
2B	TYPE B	2	1,214 SF ... 1,222 SF	16	14	16	46
2C	TYPE B	2	1,183 SF ... 1,191 SF	0	4	0	4
2D	TYPE B	2	1,032 SF ... 1,108 SF	15	11	2	28
2E	TYPE B	2	1,095 SF ... 1,164 SF	24	8	4	36
2F	TYPE B	2	1,343 SF ... 1,373 SF	4	0	0	4
2G	TYPE A	2	1,039 SF	1	0	2	3
				76	47	32	155
TOTAL				156	105	64	325

GENERAL NOTES

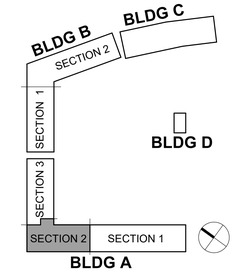
- SEE INTERIOR DESIGN DRAWINGS FOR INTERIOR ELEVATIONS, MOULDING PROFILES & LOCATIONS, CASEWORK DETAILS AND FINISH SELECTIONS.
- ALL INTERIOR DOORS SHALL ALLOW 3/4" AIRFLOW FOR RETURN AIR AT BOTTOM OF DOOR.
- SEE 05 SERIES FOR INTERIOR PARTITION TYPES, ROOF, FLOOR AND EXTERIOR WALL ASSEMBLIES
- SEE A7 SERIES FOR DOOR SCHEDULE, DOOR DETAILS, WINDOW TYPES & WINDOW ELEVATIONS
- ALL DIMENSIONS AND NOTES STATING "CLEAR" ARE FROM FINISH FACE TO FINISH FACE
- REFER TO OVERALL & ENLARGED PLANS FOR WALL TYPES
- PROVIDE SOUND BATTS IN ALL CORRIDOR & TENANT SEPARATION WALLS.
- PROVIDE SOUND INSULATION IN WALLS AROUND ALL LAUNDRY ROOMS, BATHROOMS, BEDROOMS, OFFICES, PLUMBING WALLS & ALL HVAC CLOSETS
- REFER TO STRUCTURAL DWGS FOR SHEARWALL & BEARING WALL LOCATIONS
- CEILING FIXTURES TO BE CENTERED IN ROOM U.N.O. & VANITY LIGHTS TO BE CENTERED ON VANITY COUNTER BELOW, TYP. U.N.O.
- DIMENSIONS ARE TO FACE OF STUD OR CENTERLINE OF OPENING U.N.O.
- DIMENSIONS & NOTES STATING "CLEAR" ARE FROM FACE OF FINISH.
- REFER TO GENERAL SHEETS FOR INTERIOR FAIR HOUSING ACT & OTHER ACCESSIBILITY REQUIREMENTS
- REFER TO MEP DWGS FOR LOCATION OF SMOKE, C.O. & FIRE DETECTORS
- ALL EXTERIOR SLABS TO SLOPE DOWN 1/8" TO EDGE OF SLAB. LIGHT BROOM FINISH AT SLOPED SURFACES. VERIFY WITH STRUCTURAL; COORD. WITH CIVIL.
- SEE INTERIORS FOR ALL ADDITIONAL LOCATIONS WHERE BLOCKING IN WALLS IS REQ'D FOR FINISH OUT OF SPACE.
- SEE ELEVATIONS FOR ALL WALL TYPES AT LEVELS 3&4
- DIMENSION TO FACE OF MASONRY SHOWN WHERE NECESSARY
- REFER TO BALCONY PLANS FOR ADDITIONAL INFORMATION

WALL RATING LEGEND

SEE 05 SERIES INTERIOR WALL PARTITION SHEETS FOR ADDITIONAL INFORMATION

- NO FIRE RATING
- 1 HOUR FIRE RATING
- 2 HOUR FIRE RATING
- 1 HOUR STRUCTURALLY PROTECTED WALL

BUILDING KEY PLAN



CENTRIC ARCHITECTURE
Respecting the Past - Defining the Future

VINTAGE SMYRNA - BLOCK 1

OLD NASHVILLE HIGHWAY AND SAM RIDLEY PARKWAY | SMYRNA | TN | 37167 | RUTHERFORD COUNTY

TFM # 20848 PROJECT # 2021-10-04-09

REVISIONS

No.	DESCRIPTION	DATE
17	ASI #9	05.23.23
3	Addendum 3	11.12.2021
1	Addendum 1	10.08.2021

CONSTRUCTION DOCUMENTS

GINA A. EMMANUEL REGISTERED ARCHITECT No. 103457 STATE OF TENNESSEE

FLOOR PLAN - BLDG A SECTION 2 - LEVEL 1

A1.11.2

09.10.2021
Project # 20068

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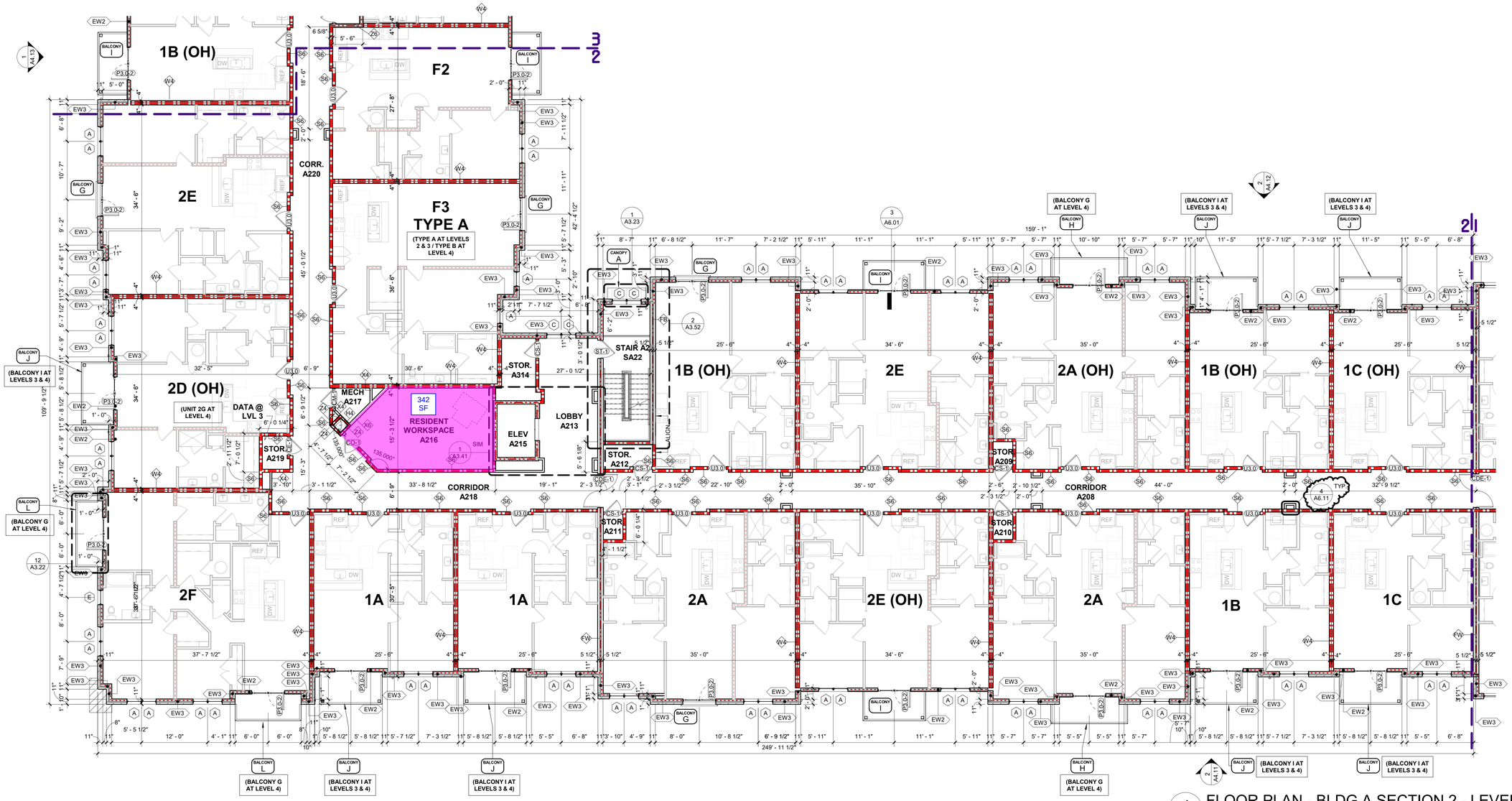

1 FLOOR PLAN - BLDG A SECTION 2 - LEVELS 2-4

0' 4' 8' 16'

KEYNOTES - PLANS AND RCPS

01 OFCI WALL MOUNTED TV; COORD. MOUNTING HEIGHT & REQUIREMENTS WITH SUPPLIER. SEE INTERIORS FOR MOUNTING HEIGHT.
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03 MAILBOX UNIT, B.O.D. VERSATILE 4C07D-12, BRONZE FINISH WITH BRONZE FILLED ENGRAVING
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29 WATER FOUNTAIN, SEE PLUMBING
30 GAS FIREPLACE. SEE INTERIORS FOR DESIGN / SPEC AND MECHANICAL FOR ALL VENTING REQUIREMENTS
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32 KNOX BOX, VERIFY ALL REQUIREMENTS WITH LOCAL FIRE MARSHAL
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37 CRCI WALL MOUNTED MIRROR. SEE INTERIOR DRAWINGS
38 UNIT WATER HEATER. PROVIDE DRAIN. REFER TO PLUMBING
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40 2 HOUR RATED SHAFT ENCLOSURE ABOVE AT CEILING LEVEL.
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UNIT MIX

UNIT	TYPE	BATHS	AREA	A	B	C	TOTAL
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2F	TYPE B	2	1,343 SF ... 1,373 SF	4	0	0	**4**
2G	TYPE A	2	1,039 SF	1	0	2	**3**
				76	**47**	**32**	**155**
TOTAL				**156**	**105**	**64**	**325**

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WALL RATING LEGEND

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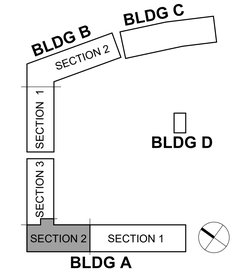
BUILDING KEY PLAN



CENTRIC ARCHITECTURE
Respecting the Past - Defining the Future

VINTAGE SMYRNA - BLOCK 1

OLD NASHVILLE HIGHWAY AND SAM RIDLEY PARKWAY, SMYRNA, TN 37167 | RUTHERFORD COUNTY
TFM # 20846 PROJECT # 2021-10-0409

REVISIONS

No.	DESCRIPTION	DATE
3	Addendum 3	11.12.2021
1	Addendum 1	10.08.2021

CONSTRUCTION DOCUMENTS

JOSHUA A. EMMANUEL — REGISTERED ARCHITECT — AGRICULTURE & ARCHITECTURE — 102107 — STATE OF TENNESSEE

FLOOR PLAN - BLDG A SECTION 2 - LEVELS 2-4

A1.12.2

09.10.2021
Project # 20068

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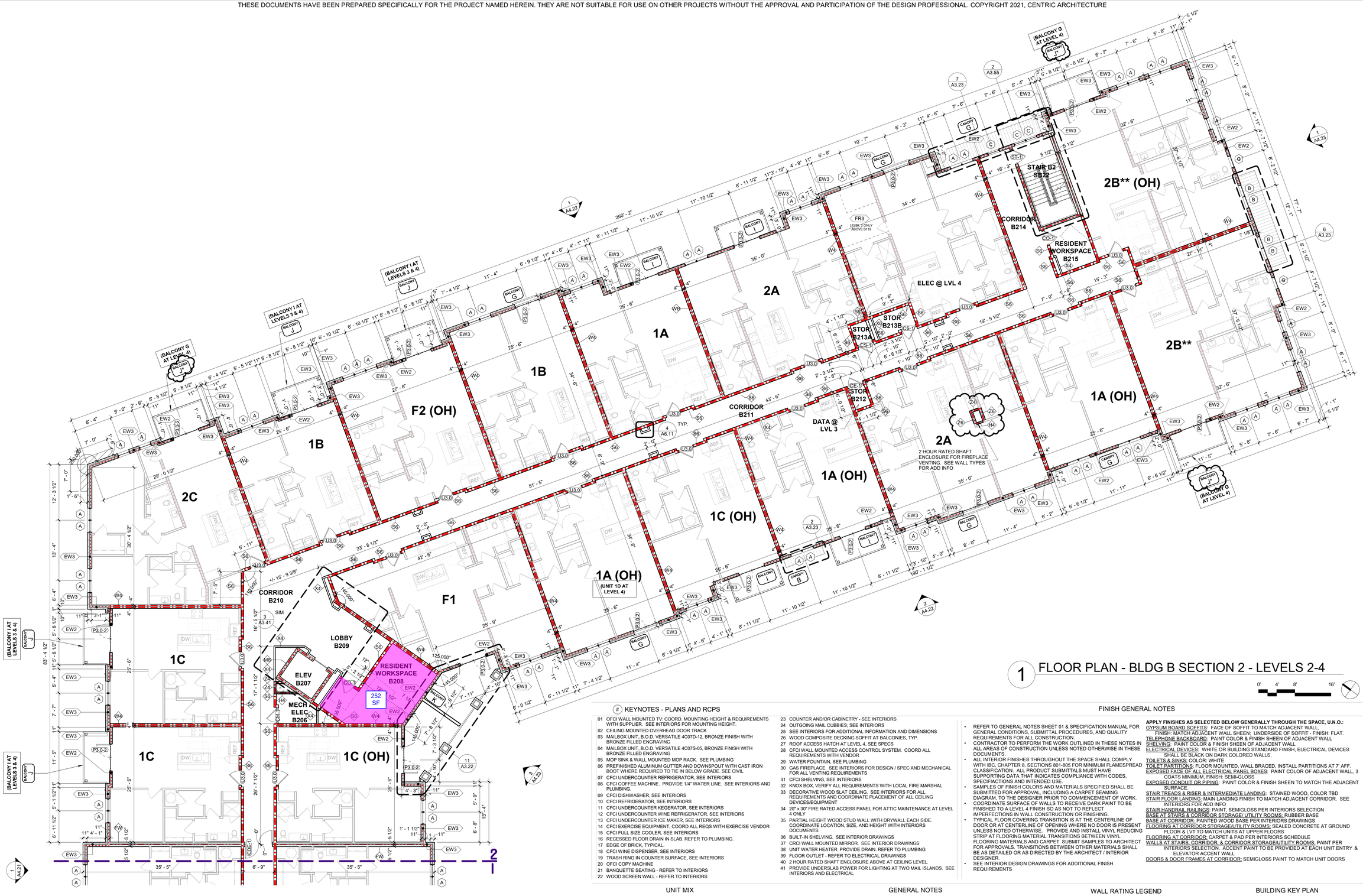

1 FLOOR PLAN - BLDG B SECTION 2 - LEVELS 2-4

0' 4' 8' 16'

KEYNOTES - PLANS AND RCPS

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- SEE INTERIOR DESIGN DRAWINGS FOR ADDITIONAL FINISH REQUIREMENTS

APPLY FINISHES AS SELECTED BELOW GENERALLY THROUGH THE SPACE, U.N.O.:
GYPSUM BOARD SOFFITS: FACE OF SOFFIT TO MATCH ADJACENT WALL.
FINISH: MATCH ADJACENT WALL SHEEN; UNDERSIDE OF SOFFIT - FINISH: FLAT.
TELEPHONE BACKBOARD: PAINT COLOR & FINISH SHEEN OF ADJACENT WALL
SHELVING: PAINT COLOR & FINISH SHEEN OF ADJACENT WALL
ELECTRICAL DEVICES: WHITE OR BUILDING STANDARD FINISH, ELECTRICAL DEVICES SHALL BE BLACK ON DARK COLORED WALLS.
TOILETS & SINKS: COLOR: WHITE
TOILET PARTITIONS: FLOOR MOUNTED, WALL BRACED, INSTALL PARTITIONS AT 7" AFF.
EXPOSED FACE OF ALL ELECTRICAL PANEL BOXES: PAINT COLOR OF ADJACENT WALL, 3 COATS MINIMUM, FINISH: SEMI-GLOSS
EXPOSED CONDUIT OR PIPING: PAINT COLOR & FINISH SHEEN TO MATCH THE ADJACENT SURFACE
STAIR TREADS & RISER & INTERMEDIATE LANDING: STAINED WOOD, COLOR TBD
STAIR FLOOR LANDING: MAIN LANDING FINISH TO MATCH ADJACENT CORRIDOR. SEE INTERIORS FOR ADD INFO
STAIR HANDRAIL RAILINGS: PAINT, SEMIGLOSS PER INTERIORS SELECTION
BASE AT STAIRS & CORRIDOR STORAGE/ UTILITY ROOMS: RUBBER BASE
BASE AT CORRIDOR: PAINTED WOOD BASE PER INTERIORS DRAWINGS
FLOORING AT CORRIDOR STORAGE/UTILITY ROOMS: SEALED CONCRETE AT GROUND FLOOR & LVT TO MATCH UNITS AT UPPER FLOORS
FLOORING AT CORRIDOR: CARPET & PAD PER INTERIORS SCHEDULE
WALLS AT STAIRS, CORRIDOR, & CORRIDOR STORAGE/UTILITY ROOMS: PAINT PER INTERIORS SELECTION. ACCENT PAINT TO BE PROVIDED AT EACH UNIT ENTRY & ELEVATOR ACCENT WALL
DOORS & DOOR FRAMES AT CORRIDOR: SEMIGLOSS PAINT TO MATCH UNIT DOORS

UNIT MIX

UNIT	TYPE	BATHS	AREA	A	B	C	TOTAL
1 BED							
1A	TYPE B	1	724 SF ... 858 SF	24	16	8	48
1B	TYPE B	1	724 SF ... 858 SF	24	16	12	52
1C	TYPE B	1	724 SF ... 807 SF	24	16	8	48
1D	TYPE A	1	858 SF ... 858 SF	0	2	0	2
				72	50	28	150
1 BED FLEX							
F1	TYPE B	1	1,056 SF	0	4	0	4
F2	TYPE B	1	869 SF ... 903 SF	4	4	4	12
F3	TYPE A	1	1,157 SF	2	0	0	2
F3	TYPE B	1	1,157 SF	2	0	0	2
				8	8	4	20
2 BED							
2A	TYPE B	2	1,044 SF ... 1,158 SF	16	10	8	34
2B	TYPE B	2	1,214 SF ... 1,222 SF	16	14	16	46
2C	TYPE B	2	1,183 SF ... 1,191 SF	0	4	0	4
2D	TYPE B	2	1,032 SF ... 1,108 SF	15	11	2	28
2E	TYPE B	2	1,095 SF ... 1,164 SF	24	8	4	36
2F	TYPE B	2	1,343 SF ... 1,373 SF	4	0	0	4
2G	TYPE A	2	1,039 SF	1	0	2	3
				76	47	32	155
TOTAL				156	105	64	325

GENERAL NOTES

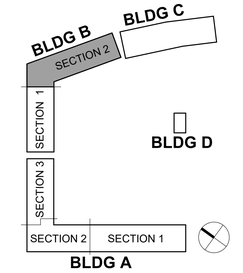
- SEE INTERIOR DESIGN DRAWINGS FOR INTERIOR ELEVATIONS, MOULDING PROFILES & LOCATIONS, CASEWORK DETAILS AND FINISH SELECTIONS.
- ALL INTERIOR DOORS SHALL ALLOW 3/4" AIRFLOW FOR RETURN AIR AT BOTTOM OF DOOR.
- SEE 05 SERIES FOR INTERIOR PARTITION TYPES, ROOF, FLOOR AND EXTERIOR WALL ASSEMBLIES
- SEE A7 SERIES FOR DOOR SCHEDULE, DOOR DETAILS, WINDOW TYPES & WINDOW ELEVATIONS
- ALL DIMENSIONS AND NOTES STATING "CLEAR" ARE FROM FINISH FACE TO FINISH FACE
- REFER TO OVERALL & ENLARGED PLANS FOR WALL TYPES
- PROVIDE SOUND BATTS IN ALL CORRIDOR & TENANT SEPARATION WALLS.
- PROVIDE SOUND INSULATION IN WALLS AROUND ALL LAUNDRY ROOMS, BATHROOMS, BEDROOMS, OFFICES, PLUMBING WALLS & ALL HVAC CLOSETS
- REFER TO STRUCTURAL DWGS FOR SHEARWALL & BEARING WALL LOCATIONS
- CEILING FIXTURES TO BE CENTERED IN ROOM U.N.O. & VANITY LIGHTS TO BE CENTERED ON VANITY COUNTER BELOW, TYP. U.N.O.
- DIMENSIONS ARE TO FACE OF STUD OR CENTERLINE OF OPENING U.N.O.
- DIMENSIONS & NOTES STATING "CLEAR" ARE FROM FACE OF FINISH.
- REFER TO GENERAL SHEETS FOR INTERIOR FAIR HOUSING ACT & OTHER ACCESSIBILITY REQUIREMENTS
- REFER TO MEP DWGS FOR LOCATION OF SMOKE, C.O. & FIRE DETECTORS
- ALL EXTERIOR SLABS TO SLOPE DOWN 1/8" TO EDGE OF SLAB. LIGHT BROOM FINISH AT SLOPED SURFACES. VERIFY WITH STRUCTURAL; COORD. WITH CIVIL.
- SEE INTERIORS FOR ALL ADDITIONAL LOCATIONS WHERE BLOCKING IN WALLS IS REQ'D FOR FINISH OUT OF SPACE.
- SEE ELEVATIONS FOR ALL WALL TYPES AT LEVELS 3&4
- DIMENSION TO FACE OF MASONRY SHOWN WHERE NECESSARY
- REFER TO BALCONY PLANS FOR ADDITIONAL INFORMATION

WALL RATING LEGEND

SEE 05 SERIES INTERIOR WALL PARTITION SHEETS FOR ADDITIONAL INFORMATION

- NO FIRE RATING
- 1 HOUR FIRE RATING
- 2 HOUR FIRE RATING
- 1 HOUR STRUCTURALLY PROTECTED WALL

BUILDING KEY PLAN



CENTRIC ARCHITECTURE
Respecting the Past - Defining the Future

VINTAGE SMYRNA - BLOCK 1

OLD NASHVILLE HIGHWAY AND SAM RIDLEY PARKWAY | SMYRNA | TN | 37167 | RUTHERFORD COUNTY
TFM # 20848 PROJECT # 2021-10-04-09

REVISIONS

No.	DESCRIPTION	DATE
17	ASI #9	05.23.23
14	ASI #6	02.17.2023
12	ASI #4	10.27.2022
3	Addendum 3	11.12.2021
2	Addendum 2	10.15.2021
1	Addendum 1	10.08.2021

CONSTRUCTION DOCUMENTS

GINA E. EMMANUEL — REGISTERED ARCHITECT — STATE OF TENNESSEE — 10/9/2021

FLOOR PLAN - BLDG B SECTION 2 - LEVELS 2-4

A1.22.2

09.10.2021
Project # 20068

6/2/2023 12:37:40 PM

HANDICAP ADAPTABLE UNIT SCHEDULE

(HC) – INDICATES DESIGNATED HANDICAP UNITS TO MEET ANSI A117.1 2009 (TYPE A UNIT) REQUIREMENTS (2%)

ALL UNITS ON ALL FLOORS THAT ARE NOT REQUIRED TYPE 'A' UNITS TO BE ADAPTABLE TO ICC/ANSI A117.1–2009 TYPE 'B' STANDARDS AND FAIR HOUSING ACT

HANDICAP ADAPTABLE UNITS PER BUILDING

BUILDING 1A	LEVEL 1	NA – NO UNITS
	LEVEL 2	7–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 3	7–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 4	7–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
BUILDING 1B	LEVEL 1	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT) 1–HC UNITS: TYPE A (B2HC)
	LEVEL 2	9–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 3	9–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 4	9–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
BUILDING 2A	LEVEL 1	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 2	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 3	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 4	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
BUILDING 2B	LEVEL 1	6–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT) 2–HC UNITS: TYPE A (A2HC & B2FHC)
	LEVEL 2	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 3	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 4	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
BUILDING 3A	LEVEL 1	7–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT) 1–HC UNITS: TYPE A (C1HC)
	LEVEL 2	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 3	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 4	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
BUILDING 3B	LEVEL 1	7–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT) 1–HC UNITS: TYPE A (B2HC)
	LEVEL 2	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 3	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 4	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
BUILDING 4A	LEVEL 1	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT) 1–HC UNITS: TYPE A (A2HC)
	LEVEL 2	9–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 3	9–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 4	9–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
BUILDING 4B	LEVEL 1	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 2	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 3	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 4	8–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
BUILDING 5A	LEVEL 1	10–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT) 1–HC UNITS: TYPE A (A2FbHC)
	LEVEL 2	11–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 3	11–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 4	11–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
BUILDING 5B	LEVEL 1	11–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 2	11–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 3	11–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)
	LEVEL 4	11–UNITS ADAPTABLE TYPE B (FAIR HOUSING ACT)

334 TOTAL ADAPTABLE FAIR HOUSING AND ANSI TYPE B UNITS INCLUDING

7 TOTAL ANSI TYPE A UNITS (2%)

SITE LEGEND

HC PARKING. NOTE, ADDITIONAL SPACES TO BE DESIGNATED FOR UNITS BUILT OUT AS ACCESSIBLE IN FUTURE AS REQUIRED.

(HC) NOTE: UNITS TO BE ADAPTABLE TO ICC/ANSI A117.1–2009 TYPE 'A' STANDARDS, 2% (7 UNITS). RE: SITE PLAN FOR LOCATION OF REQUIRED TYPE 'A' UNITS.

(WS) WATER SERVICE CLOSETS

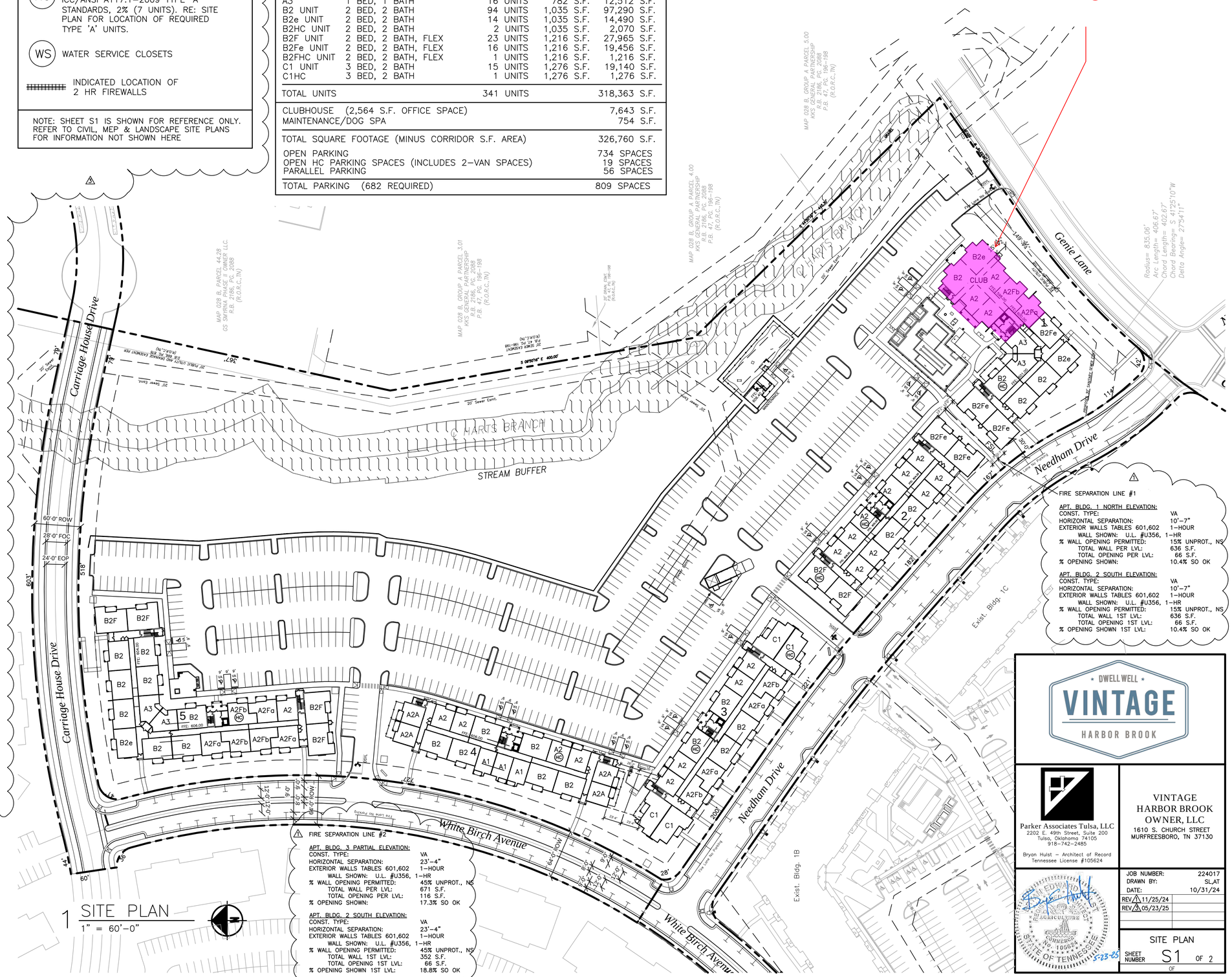
INDICATED LOCATION OF 2 HR FIREWALLS

NOTE: SHEET S1 IS SHOWN FOR REFERENCE ONLY. REFER TO CIVIL, MEP & LANDSCAPE SITE PLANS FOR INFORMATION NOT SHOWN HERE

SITE DATA

		TOTAL UNITS	UNIT NET S.F.	TOTAL NET S.F.
A1 UNIT	SMALL 1 BED, 1 BATH	12 UNITS	677 S.F.	8,124 S.F.
A2 UNIT	1 BED, 1 BATH	83 UNITS	734 S.F.	60,922 S.F.
A2A UNIT	1 BED, 1 BATH	16 UNITS	734 S.F.	11,744 S.F.
A2HC UNIT	1 BED, 1 BATH	2 UNITS	734 S.F.	1,468 S.F.
A2Fa UNIT	1 BED, 1 BATH, FLEX	23 UNITS	883 S.F.	20,309 S.F.
A2Fb UNIT	1 BED, 1 BATH, FLEX	22 UNITS	886 S.F.	19,492 S.F.
A2FbHC UNIT	1 BED, 1 BATH, FLEX	1 UNITS	886 S.F.	886 S.F.
A3	1 BED, 1 BATH	16 UNITS	782 S.F.	12,512 S.F.
B2 UNIT	2 BED, 2 BATH	94 UNITS	1,035 S.F.	97,290 S.F.
B2e UNIT	2 BED, 2 BATH	14 UNITS	1,035 S.F.	14,490 S.F.
B2HC UNIT	2 BED, 2 BATH	2 UNITS	1,035 S.F.	2,070 S.F.
B2F UNIT	2 BED, 2 BATH, FLEX	23 UNITS	1,216 S.F.	27,965 S.F.
B2Fe UNIT	2 BED, 2 BATH, FLEX	16 UNITS	1,216 S.F.	19,456 S.F.
B2FHC UNIT	2 BED, 2 BATH, FLEX	1 UNITS	1,216 S.F.	1,216 S.F.
C1 UNIT	3 BED, 2 BATH	15 UNITS	1,276 S.F.	19,140 S.F.
C1HC	3 BED, 2 BATH	1 UNITS	1,276 S.F.	1,276 S.F.
TOTAL UNITS		341 UNITS		318,363 S.F.
CLUBHOUSE (2,564 S.F. OFFICE SPACE)				7,643 S.F.
MAINTENANCE/DOG SPA				754 S.F.
TOTAL SQUARE FOOTAGE (MINUS CORRIDOR S.F. AREA)				326,760 S.F.
OPEN PARKING				734 SPACES
OPEN HC PARKING SPACES (INCLUDES 2–VAN SPACES)				19 SPACES
PARALLEL PARKING				56 SPACES
TOTAL PARKING (682 REQUIRED)				809 SPACES

Location of Clubhouse Containing Offices



1 SITE PLAN
1" = 60'-0"

⚠ FIRE SEPARATION LINE #1

APT. BLDG. 1 NORTH ELEVATION:

CONST. TYPE:	VA
HORIZONTAL SEPARATION:	10'–7"
EXTERIOR WALLS TABLES 601,602	1–HOUR
WALL SHOWN: U.L. #U356,	1–HR
% WALL OPENING PERMITTED:	15% UNPROT., NS
TOTAL WALL PER LVL:	636 S.F.
TOTAL OPENING PER LVL:	66 S.F.
% OPENING SHOWN:	10.4% SO OK

APT. BLDG. 2 SOUTH ELEVATION:

CONST. TYPE:	VA
HORIZONTAL SEPARATION:	10'–7"
EXTERIOR WALLS TABLES 601,602	1–HOUR
WALL SHOWN: U.L. #U356,	1–HR
% WALL OPENING PERMITTED:	15% UNPROT., NS
TOTAL WALL 1ST LVL:	636 S.F.
TOTAL OPENING 1ST LVL:	66 S.F.
% OPENING SHOWN 1ST LVL:	10.4% SO OK

⚠ FIRE SEPARATION LINE #2

APT. BLDG. 3 PARTIAL ELEVATION:

CONST. TYPE:	VA
HORIZONTAL SEPARATION:	23'–4"
EXTERIOR WALLS TABLES 601,602	1–HOUR
WALL SHOWN: U.L. #U356,	1–HR
% WALL OPENING PERMITTED:	45% UNPROT., NS
TOTAL WALL PER LVL:	671 S.F.
TOTAL OPENING PER LVL:	116 S.F.
% OPENING SHOWN:	17.3% SO OK

APT. BLDG. 2 SOUTH ELEVATION:

CONST. TYPE:	VA
HORIZONTAL SEPARATION:	23'–4"
EXTERIOR WALLS TABLES 601,602	1–HOUR
WALL SHOWN: U.L. #U356,	1–HR
% WALL OPENING PERMITTED:	45% UNPROT., NS
TOTAL WALL 1ST LVL:	352 S.F.
TOTAL OPENING 1ST LVL:	66 S.F.
% OPENING SHOWN 1ST LVL:	18.8% SO OK

DWELL WELL
VINTAGE
HARBOR BROOK

Parker Associates Tulsa, LLC
2202 E. 49th Street, Suite 200
Tulsa, Oklahoma 74105
918–742–2485

Bryan Hulst – Architect of Record
Tennessee License #105624

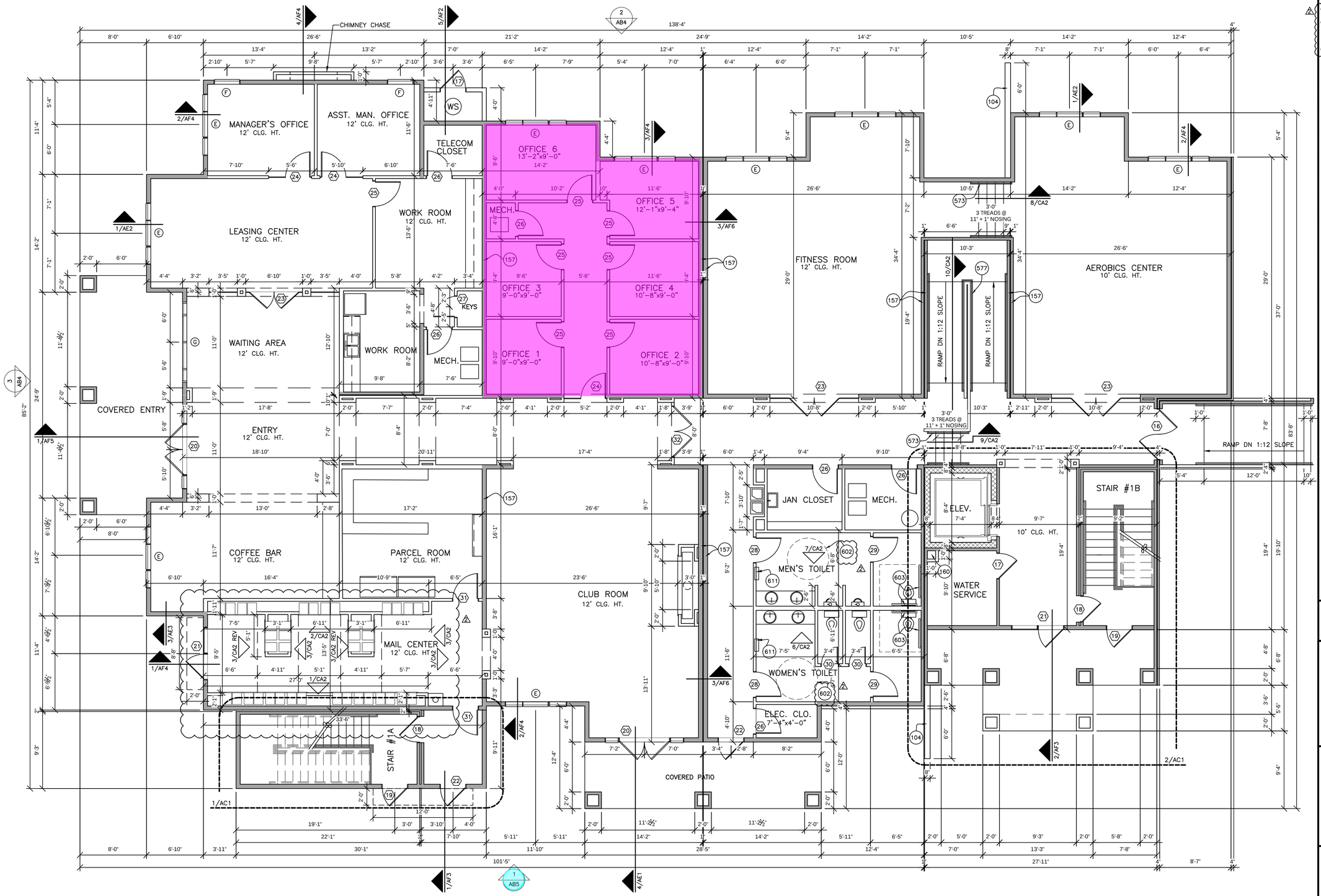
VINTAGE HARBOR BROOK OWNER, LLC
1610 S. CHURCH STREET
MURFREESBORO, TN 37130

BRYAN EDWARD HULST
REGISTERED ARCHITECT
105624
COMMERCE
STATE OF TENNESSEE
5-23-25

JOB NUMBER:	224017
DRAWN BY:	SL,AT
DATE:	10/31/24
REV.⚠1	11/25/24
REV.⚠2	05/23/25

SITE PLAN

SHEET NUMBER S1 OF 2



1 CLUBHOUSE FLOOR PLAN
3/8" = 1'-0"

KEYNOTES

104. CONCRETE RETAINING WALL. RE: FOUNDATION PLANS AND DETAILS.
157. LOAD BEARING WALL.
160. 2 HR BDA CHASE. 12"X12" CLR.
573. 1 1/2" ROUND STEEL HANDRAIL TO EXTEND 1' -0" AT TOP OF STAIR AND 1' -0" AT BOTTOM AT 3' -0" A.F.F.
577. 1 1/2" ROUND STEEL HANDRAIL TO EXTEND 1' -0" AT TOP OF RAMP AND 1' -0" AT BOTTOM AT 3' -0" A.F.F.
602. 5' -0" DIAMETER CIRCULAR OR T-SHAPED WHEELCHAIR TURNAROUND
603. HANDICAP GRAB BARS - PROVIDE BLOCKING FOR 42" LONG BAR AT SIDE AND 36" LONG BAR AT REAR, BOTH AT 33" - 36" A.F.F. ALSO PROVIDE BLOCKING FOR 18" LONG VERT. BAR AT SIDE WALL; INSTALLED AT 39"-41" FROM THE BACK WALL AND 40" A.F.F.
611. PAPER TOWEL DISPENSER/RECEPTACLE, HANDICAPPED ACCESSIBLE. SEMI-RECESSED. DISPENSER/RECEPTACLE NOT TO PROTRUDE FROM WALL MORE THAN 4".

NOTE: REFER TO INTERIOR DESIGN DRAWINGS FOR ADDITIONAL DETAILS FOR INTERIOR FINISH AND DESIGN.

DWELL WELL
VINTAGE
HARBOR BROOK

Parker Associates Tulsa, LLC
2202 E. 49th Street, Suite 200
Tulsa, Oklahoma 74105
918-742-2485

Bryan Hulst – Architect of Record
Tennessee License #105624

VINTAGE
HARBOR BROOK
OWNER, LLC
1610 S. CHURCH STREET
MURFREESBORO, TN 37130

BRYAN EDWARD HULST
REGISTERED ARCHITECT
No. 105624
STATE OF TENNESSEE
4-23-25

JOB NUMBER:	224017
DRAWN BY:	SL,AT
DATE:	10/31/24
REV 1 03/21/25	

CLUBHOUSE PLAN

SHEET NUMBER CA1 OF 2

Vintage Harbor Brook, LLC, Vintage Smyrna Block 1 Owner, LLC, and Vester Waldron Family Limited Partnership, LLC - Rezoning Request to amend an existing PRD to PUD

Tax Map 28, Parcels 44.07, 44.26, and 44.32, owned and requested by Vintage Harbor Brook, LLC, Vintage Smyrna Block 1 Owner, LLC, and Vester Waldron Family Limited Partnership, LLC.

Bordered on the north by the Stonehenge and Chelsea Estates developments, and Tax Map 18, Parcel 15.01, owned by the Vester Waldron Family Revocable Living Trust; on the east by the Olara and Pointe developments; on the south by Tax Map 28, Parcel 49.00, Mullins Cemetery, Parcel 44.21, owned by Vester Waldron Family Limited Partnership, LLC, and Genie Lane; and on the west by Tax Map 28, Parcel 20.01, owned by Atmos Energy Corp, Parcel 20.00, owned by David Wills, Parcel 21.00, owned by Beverly Mullins Vaughn, Parcel 22.00, owned by Jacqueline Mullins and Eva G. Mullins, Parcel 23.00, owned by Vallie Reed and Howard Mullins, Parcel 16.00, owned by Ernest M. and Louise Marie Still, and the right-of-way of Old Nashville Highway.

Area requested to be amended from PRD to PUD contains approximately 91.66 acres.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 13.
Department: Planning
Date: February 26, 2026

Subject:
Consideration of an Ordinance relative to the rezoning of Tax Map 51, Parcel 8.26, from PRD to R-3 requested by Hollingshead Land, LLC. The property requested to be rezoned contains approximately 12.94 acres and is located south of Lee Road. Second Reading

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The property that is the subject of this request is located approximately 800 feet south of Lee Road approximately 800 feet east of Lee Hollow Lane, a private road. The Land Use Plan for this area would support Medium Density Single Family Residential development. The surrounding zoning is PRD and PUD in Town and RM in Rutherford County.

Summary:
This property and the two adjoining parcels to the north and west were a part of the original PRD for Olive Branch, known originally as Tilley Farms, in 2008. When the original development fell apart the subsequent developer purchased part, but not all, of the properties that were in the original PRD and amended the approval. This property will most likely be accessed through the adjoining Olive Branch PUD to the east as roads are planned to be stubbed to this parcel as a part of that development.

The Planning Commission reviewed this request and recommended approval 6 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #26-16
2. Application
3. Additions at Olive Branch Map 1
4. Additions at Olive Branch Map 2
5. Hollingshead Land February 2026 Rezoning Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-16

AN ORDINANCE relative to the rezoning of property located on Tax Map 51, Parcel 8.26, from PRD to R-3. The property requested to be rezoned contains approximately 12.94 acres and is located south of Lee Road.

WHEREAS, the Planning Commission has recommended this change based on certain conditions and considerations; and

WHEREAS, the change is in agreement with the general plan for the area; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by this amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon adjoining property owners and/or any such adverse effect is justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That the property located on Tax Map 51, Parcel 8.26, located south of Lee Road, comprising of approximately 12.94 acres as shown on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is rezoned from PRD to R-3, 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: Hollingshead Land LLC		
Street Address: 1000 Hollingshead Circle		
City: Murfreesboro	State: TN	ZIP: 37129
Email: jcoleman@smyrnareadymix.com	Phone: 615-410-7496	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☑		
Name/Company:		
Street Address:		
City:	State:	ZIP:
Email:	Phone:	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: Lee Hollow Lane		
Tax Map: 51	Group:	Parcel: 08.26
Requested Lot Area (Square feet/Acres): 12.49		
Existing Zoning: PRD	**Requested Zoning:** R-3	
*Current Property Owner (See Note Below): Hollingshead Land LLC		
APPLICANT AUTHORIZATION		
Applicant Signature:		Date: 1-12-26
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

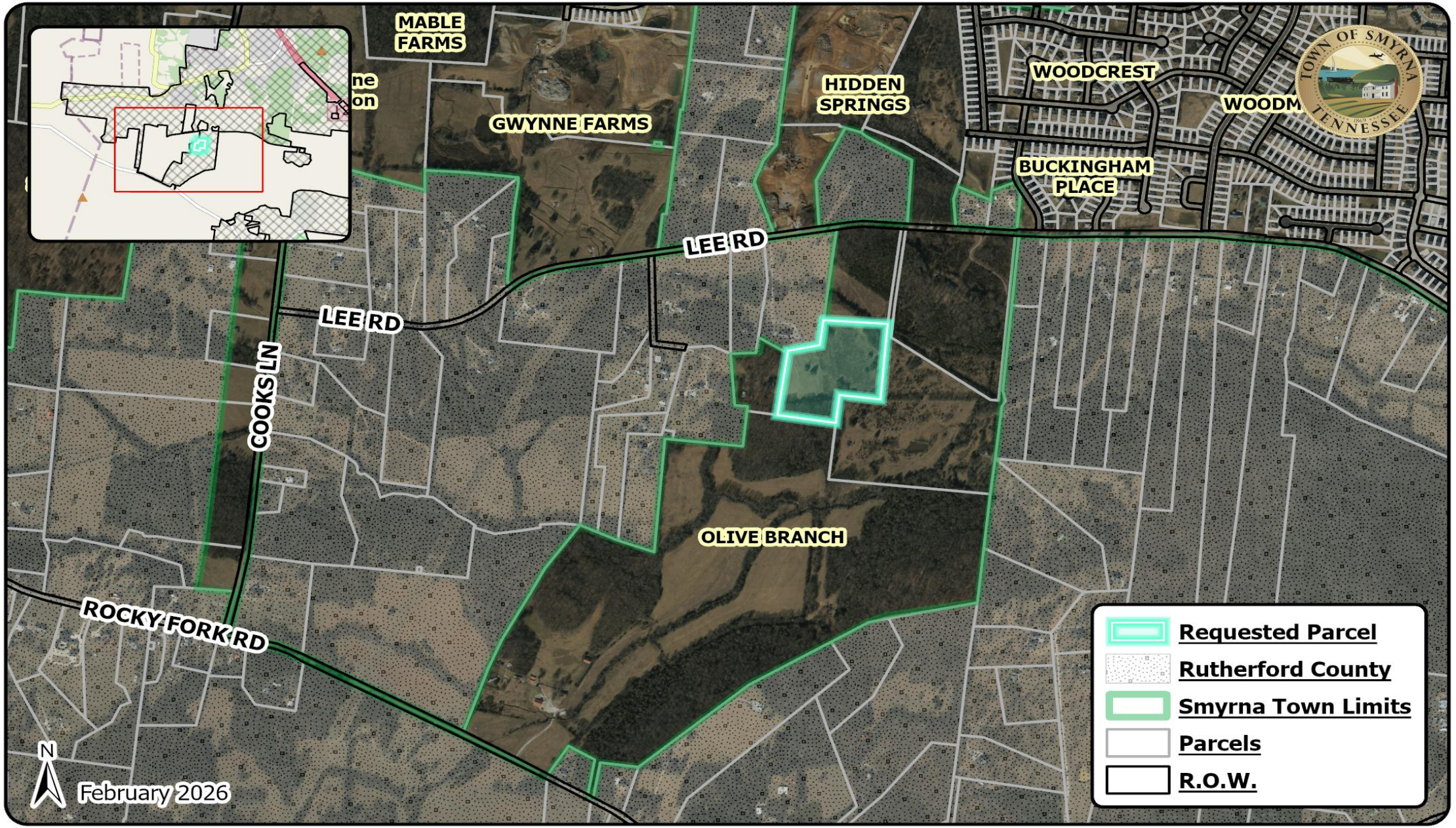
2024 SUBMITTAL AND MEETING CALENDAR

See the full calendar on the Town of Smyrna website

APPLICATION DEADLINE	MEETING DATE
DECEMBER 11, 2023	JANUARY 4
JANUARY 16 - 8:00 AM	FEBRUARY 1
FEBRUARY 20 - 8:00 AM	MARCH 7
MARCH 18	APRIL 4
APRIL 15	MAY 2
MAY 20	JUNE 6
JUNE 17	TUESDAY - JULY 2
JULY 15	AUGUST 1
AUGUST 19	SEPTEMBER 5
SEPTEMBER 16	OCTOBER 3
OCTOBER 21	NOVEMBER 7
NOVEMBER 18	DECEMBER 5

MEMBERS

Name	Term Expiration
Mike Allen	2024
Tim Slate	2024
Charles Scurr	2025
Miranda Swift	2025
Amy Wise	2025
Marc Adkins, Council Member	Term of Office
Tim Morrell, Council Member	Term of Office



0 750 1,500 Feet

0 0.13 0.25 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

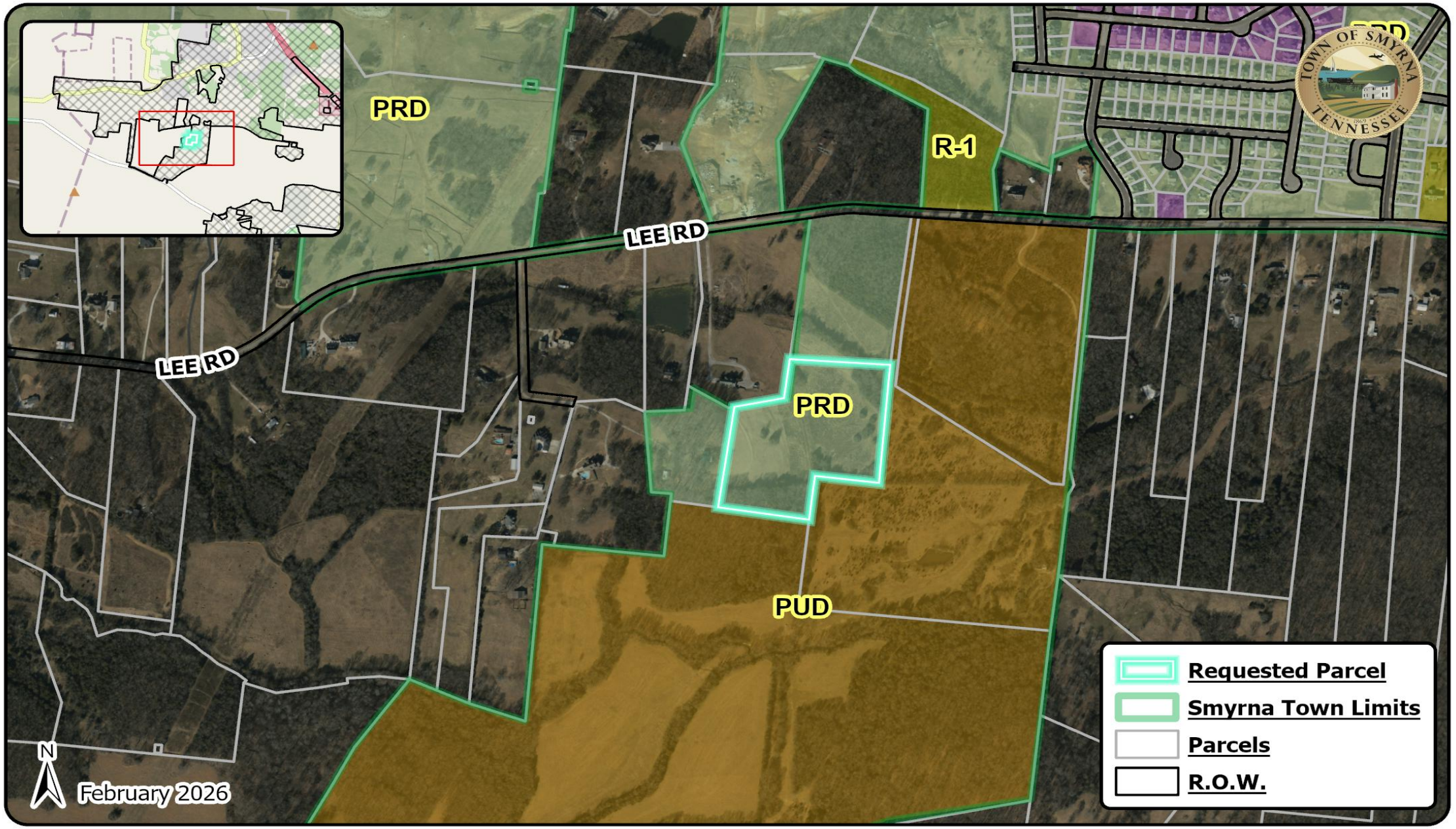
Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Additions at Olive Branch

Rezoning PRD to R-3 Request

Owners: Hollingshead Land, LLC

Tax Map: 51
Parcel: 8.26
Acres: +/- 12.49



0 500 1,000 Feet

0 0.07 0.15 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Additions at Olive Branch

Rezoning PRD to R-3 Request

Owners: Hollingshead Land, LLC

Tax Map: 51
Parcel: 8.26
Acres: +/- 12.49

Hollingshead Land, LLC – Rezoning Request from PRD to R-3
Tax Map 51, Parcel 8.26, owned and requested by Hollingshead Land, LLC.

Bordered on the south by Parcel 28.00, owned by Ole South Properties; on the south and east by Parcel 9.00, owned by Ole South Properties; on the north by Parcel 8.12, owned by John Mitchell Byrnes, and Parcel 8.14, owned by David M. and Donna Oldham; and on the west by Parcel 8.02, owned by Julio Benevides Rivera.

Area requested to be rezoned from PRD to R-3 contains approximately 12.49 acres.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 14.
Department: Planning
Date: February 26, 2026

Subject:
Consideration of an Ordinance relative to the annexation and PRD zoning of property located on Tax Map 54, Parcels 20.00, 20.01, and 3.04 requested by Catalyst Design Group on behalf of the property owners containing 102 acres. The properties are located at 7025 Del Thomas Road.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The properties that are the subject of this request are located at 7025 Del Thomas Road beginning approximately 100 feet from the intersection with Rocky Fork Almaville Road. The Land Use Plan would support Medium Density Single Family Residential development in this area. The surrounding zoning is PRD (The Courtyards at Stewart Creek) in Town and RM in Rutherford County. The Town would be providing all services to this area upon annexation except for water, which would be provided by Consolidated Utility District.

Summary:
The proposed PRD is for 162 single family lots and 40 townhomes. This translates to a density of 1.98 dwellings/acre. If the common open space of approximately 45.5 acres is removed from the calculation, it is 202 houses on 56.5 acres for a density of 3.58 dwellings/acre. Annexation of this tract would include the annexation of 660' of the existing right-of-way of Rocky Fork Almaville Road and approximately 450' of the right-of-way of Del Thomas Road. The proposed PRD would be accessed from Del Thomas Road with a connection to Du Bois Avenue in the Courtyards at Stewart Creek development to the east required before the 100th house could be built. There are significant upgrades required to provide sewer for this project. Sewer is required and shown to be extended from Bankside along Rocky Fork Creek to the site. The necessary offsite easements would be required to be obtained and the line installed

prior to issuance of any building permits. This would all be completed by the developer. An ARAP will be required for each road, trail, and utility crossing of any stream. The improvements as recommended by the traffic study would be required to be completed by the developer. These improvements include a realignment of the intersection of Del Thomas Road and Rocky Fork Almaville Road, widening Del Thomas Road to create a left and right turn lane at the intersection, and adding a left turn lane into Restoration Drive. A right-turn deceleration lane is recommended from Rocky Fork Almaville Road into Del Thomas Road but would involve widening the existing bridge. This bridge is not proposed to be annexed and this improvement would be overseen by Rutherford County. Any right-of-way to make these improvements would be required to be obtained prior to submittal of the preliminary plat.

The PRD as proposed would meet the revised requirements in the Zoning Ordinance. These include a 20' landscape buffer abutting RM zoned properties, more than the 12 required building elevations, lot size variation, and open space requirements. Staff has a concern regarding the four lots at the entrance which are separated from the rest of the neighborhood and don't seem to make sense with the overall layout. These are proposed to be model home lots during development, but after completion of the development these four homes would be separated from the rest of the neighborhood. We would recommend relocating these lots within the neighborhood and creating some sort of amenity in that space instead.

The Planning Commission reviewed this request and recommended approval 6 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #26-15
2. Goodall Homes - Del Thomas Rd - Annexation Request Application
3. Goodall Homes - Del Thomas Rd - Owner Authorization Letter - Ronald Patterson
4. Goodall Homes - Del Thomas Rd - Owner Authorization Letter - 7019 Del Thomas S Collins
5. Del Thomas Map 1
6. Del Thomas Map 2
7. Del Thomas Map 3
8. Goodall Homes - Del Thomas Rd - Concept Plan
9. Goodall Homes - Del Thomas Rd - PRD Booklet
10. Goodall Homes - Del Thomas Rd - 15 in. SSWR Extension Plan
11. Goodall Homes - Del Thomas Rd - Sanitary Sewer Easement Exhibits
12. Goodall Homes - Del Thomas Rd - Updated Traffic Impact Study
13. Goodall Homes - Del Thomas Rd - ROW Improvements Exhibit
14. Goodall Homes - Del Thomas Rd - ROW Improvements Exhibit - Rocky Fork Road
15. Goodall Homes - Del Thomas Rd - Will Serve Letter

16. Catalyst Design Group February 2026 Annexation Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-15

AN ORDINANCE relative to the annexation and PRD zoning of property located on Tax Map 54, Parcels 20.00, 20.01, and 3.04 requested by Catalyst Design Group on behalf of the property owners containing 102 acres. The properties are located at 7025 Del Thomas Road.

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.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That the property located on Tax Map 54, Parcels 20.00, 20.01, and 3.04 containing 102 acres as shown on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is annexed with PRD zoning, 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 54, Parcels 20.00, 20.01, and 3.04 containing 102 acres as shown on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is, zoned PRD, the health and welfare of the Town of Smyrna requiring it.

Section 3. This ordinance shall take effect and become operative thirty (30) days after its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the _____ day of _____, 2026.

PASSED on second reading by the Town Council the _____ day of _____, 2026.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

Town of Smyrna

Annexation Request Application

APPLICANT INFORMATION:		
Name/Company: Catalyst Design Group		
Street Address: 1524 Williams Drive, Suite 201		
City: Murfreesboro	State: TN	ZIP: 37129
Email: wblissard@catalyst-dg.com	Phone: 615-622-7200	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☐		
Name/Company: Danny Hieronimus - Goodall Homes		
Street Address: 393 Maple Street #100		
City: Gallatin	State: TN	ZIP: 37066
Email: danny.hieronimus@goodallhomes.com	Phone: 615-703-5883	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: 7025 DEL THOMAS RD		
Tax Map: 054	Group: 020 & 003	Parcel: 054-020.00, 054-020.01, & 054-003.04
Requested Lot Area (Square feet/Acres): +/- 102 acres		
Existing Zoning: RM	Requested Smyrna Zoning: PRD	
*Current Property Owner (See Note Below): Ronald Patterson		
APPLICANT AUTHORIZATION		
Applicant Signature:		Date: 1/9/2026
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.

June 9, 2025

Catalyst Design Group
1524 Williams Drive, Suite 201
Murfreesboro, TN 37129

RE: 7025 Del Thomas Road, Smyrna, TN 37167
Annexation Request (Parcels 054 02000 & 054 02001)

To Whom It May Concern:

I am authorizing Catalyst Design Group, along with Goodall Homes, to act as our agent/representative to communicate and submit all required information as necessary in obtaining all approvals and permits for the annexation and construction of the above referenced project.

Sincerely,

Ronald Patterson

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Sworn to (or affirmed) and subscribed before me this 2 day of June 2025, by Ronald Patterson.

Personally Known _____ OR Produced Identification ✓
Type of Identification Produced TN DL

Signed before me the 2nd of June, 2025

Sandra L Mason

Commissionexp 01/24/2026

SANDRA L MASON
STATE OF TENNESSEE
NOTARY PUBLIC
BEDFORD COUNTY

January 15, 2026

Catalyst Design Group
1524 Williams Drive, Suite 201
Murfreesboro, TN 37129

RE: 7019 Del Thomas Road, Smyrna, TN 37167
Annexation Request (Parcels 054 00304)

To Whom It May Concern:

I am authorizing Catalyst Design Group, along with Goodall Homes, to act as our agent/representative to communicate and submit all required information as necessary in obtaining all approvals and permits for the annexation and construction of the above referenced project.

Sincerely,

Shawn Collins
SCollins2 Properties LLC

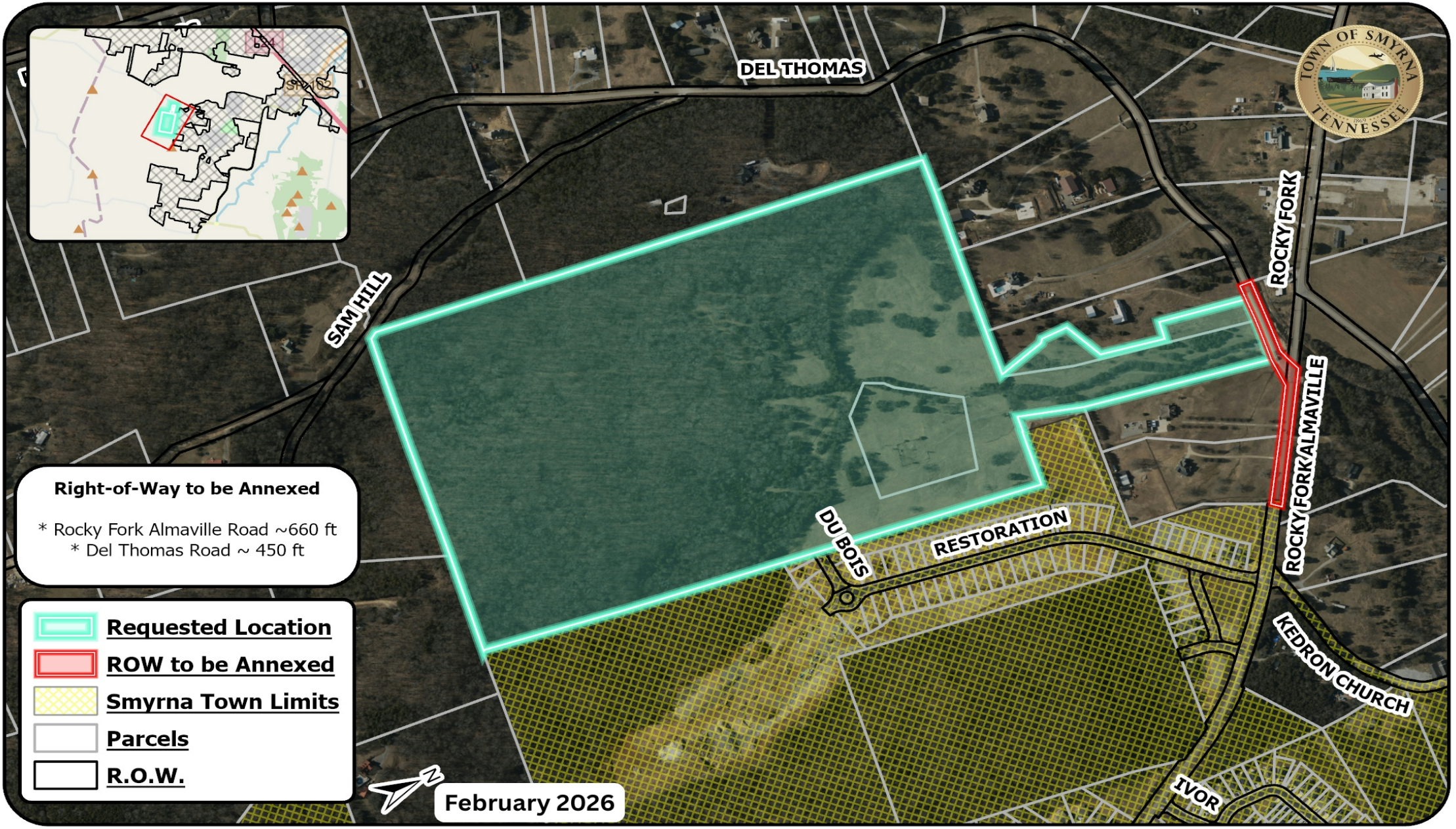
STATE OF TENNESSEE
COUNTY OF ~~RUTHERFORD~~ Sumner

Sworn to (or affirmed) and subscribed before me this 15th day of January 2026, by Mary Webb Nolan.

Mary Webb Nolan - Notary Public
My commission expires: 6/20/2028

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

MARY WEBB NOLAN
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY



0 425 850 Feet

0 0.1 0.2 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

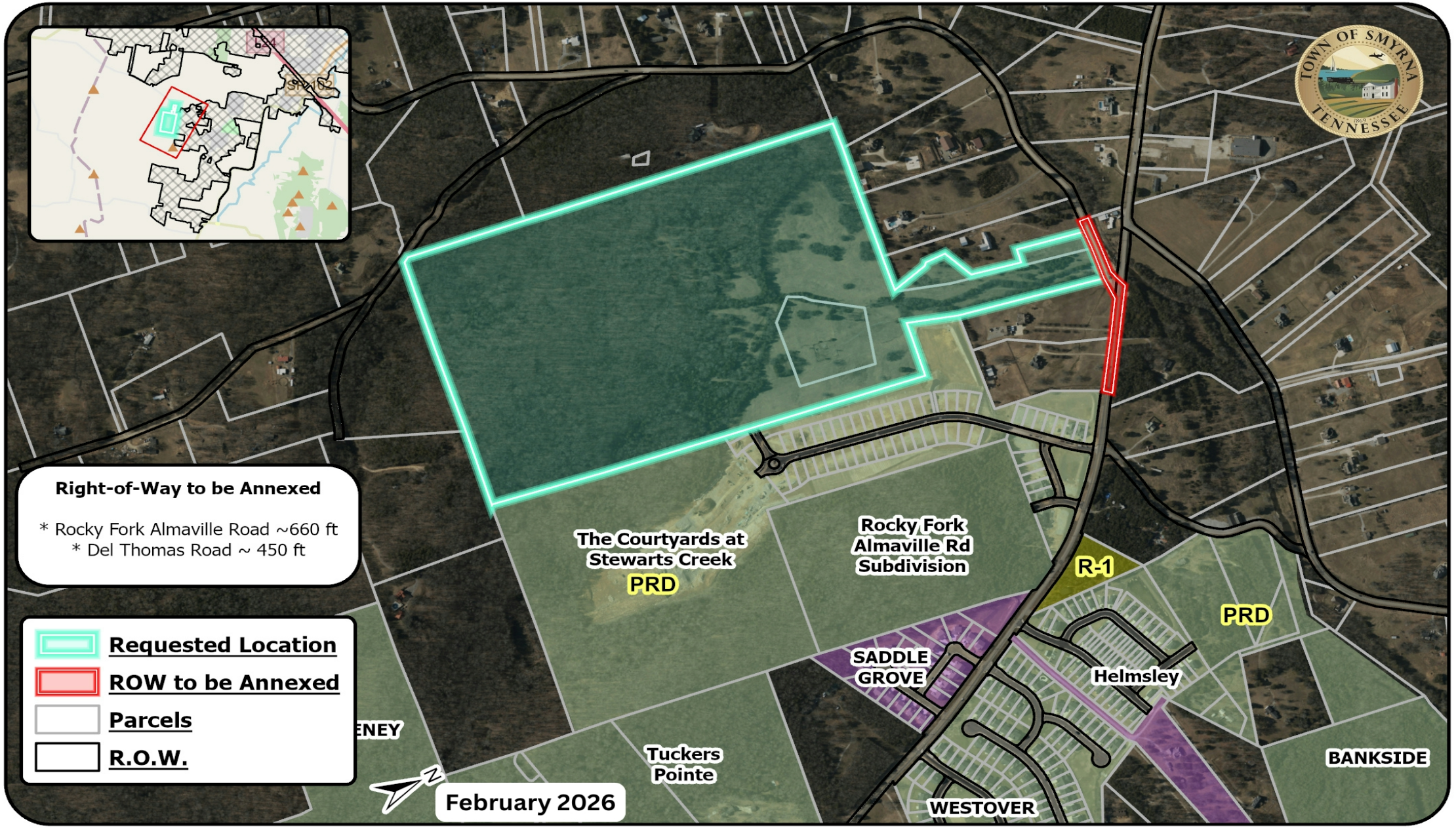
Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Catalyst Design Group - Request

Annexation & PRD Zoning

Owners: Ronald Patterson, Lou Ann Zelenik

Tax Map: 54
Parcel: 20.00, 20.01, 3.04
Acres: +/- 102



0 550 1,100 Feet

0 0.13 0.25 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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Catalyst Design Group - Request

Annexation & PRD Zoning

Owners: Ronald Patterson, Lou Ann Zelenik

Tax Map: 54
Parcel: 20.00, 20.01, 3.04
Acres: +/- 102

0 350 700 Feet

0 0.07 0.15 Miles

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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Catalyst Design Group - Request

Annexation & PRD Zoning

Owners: Ronald Patterson, Lou Ann Zelenik

Tax Map: 54
Parcel: 20.00, 20.01, 3.04
Acres: +/- 102

SITE DATA

ACREAGE	± 102.0 AC
PROPOSED DENSITY	1.98 DU/AC
DENSITY WITHOUT 45.5 AC OPEN SPACE	3.58 DU/AC
TOWNHOMES (24’ X 52’)	40 UNITS
SINGLE FAMILY	162 TOTAL LOTS
11,000+ SF BUFFER LOTS	17 LOTS
INTERIOR LOTS (DO NOT ABUT RUTHERFORD COUNTY)	145 LOTS
	202 TOTAL UNITS
TOTAL OPEN SPACE	45.5 ACRES
PRESERVED OPEN SPACE	30.0 ACRES
COMMON OPEN SPACE	
REQUIRED	15.3 ACRES (15%)
PROVIDED	15.5 ACRES (15%)
IMPROVED OPEN SPACE (AS PART OF COMMON OPEN SPACE)	
REQUIRED	4.6 ACRES (30%)
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APPROX. 3,700 LINEAR FEET OF 5’ WIDE NATURAL TRAIL. ALL COMMON OPEN SPACE TO BE MAINTAINED BY A THIRD PARTY MANAGEMENT COMPANY UNDER CONTRACT WITH THE HOA.

PARKING

TOWNHOMES	182 TOTAL SPACES (4.55 SP/UNIT) 23 SURFACE SPACES 159 DRIVEWAY SPACES
SINGLE FAMILY	4 DRIVEWAY SPACES PER RESIDENCE
AMENITY	24 SURFACE SPACES

PLANTINGS SHOWN ARE CONCEPTUAL IN NATURE; ALL LANDSCAPE TO COMPLY WITH TOWN OF SMYRNA REQUIREMENTS

LEGEND

	BUILDING ENVELOPE	LOT SF	MINIMUM DIMENSIONS	NUMBER OF LOTS
00	40’± X 75’±	7,000 SF +	56’ X 130’	38 (19%) + 40 TOWNHOME LOTS (20%)
00	40’± X 95’±	9,000 SF +	60’ X 150’	47 (23%)
00	40’± X 130’± (LOTS 12-20 AND 33-39 ACCOMMODATE A 52’ X 75’ BUILDING ENVELOPE)	11,000 SF +	56’ X 197’	77 (38%)

DEL THOMAS RD

ROCKY FORK ALMAVILLE RD

CONNECT TO EXISTING CUD WATER MAIN

ENTRY MONUMENT SIGNAGE

REFER TO EXHIBITS FOR IMPROVEMENTS TO DEL THOMAS ROAD & RESTORATION DRIVE INTERSECTIONS

CONNECT TO PROPOSED 15” SANITARY SEWER EXTENSION, REFER TO OFFSITE IMRPOVEMENTS PLAN

APPROXIMATE LOCATION OF NEW BUFFER PLANTINGS, TYP.

20’ LANDSCAPE BUFFER CONSISTING OF PRESERVED EXISTING TREES, WHERE POSSIBLE, AND SUPPLEMENTED WITH NEW PLANTINGS. NEW PLANTINGS SHALL CONSIST OF:

EVERGREEN TREES - MIN. 6’ HT. WHEN PLANTED, MIN. 15’ MATURE HEIGHT (SPECIES TO INCLUDE PINES, EASTERN AND JAPANESE CEDARS, ETC.)
SHRUBS (MIN. 50% EVERGREEN) - MIN. 4’ MATURE HEIGHT (SPECIES TO INCLUDE JUNIPERS, HOLLIES, YEWS, ETC.)

ADJACENT PROPERTY OWNER: ZELENIK LOU ANN

NEIGHBORHOOD AMENITY CENTER WITH RESTROOMS AND MAIL KIOSK, COMMUNITY POOL, AND PLAY AREA

APPROXIMATE LOCATION OF ZELENIK PROPERTY FIELD LINES, TO REMAIN UNDISTURBED

APPROXIMATE LOCATION OF NEW BUFFER PLANTINGS, TYP.

STREAM

20’ LANDSCAPE BUFFER CONSISTING OF PRESERVED EXISTING TREES

POOL

PHASE 1

PHASE 2

PHASE 3

A

B

C

D

E

F

G

H

I

OPEN SPACE

PRESERVED TREE COVER IN OPEN SPACE (TYP.)

THE COURTYARDS AT STEWARTS CREEK

OPEN SPACE MAINTAINED ALONG STREAM TO PRESERVE TREE COVER AND ACCOMMODATE WALKING TRAIL

STORMWATER TREATMENT, TYP.

30’ STREAM BUFFER, TYP.

APPROXIMATE LOCATION OF NEW BUFFER PLANTINGS, TYP.

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CONNECT TO EXISTING CUD WATER MAIN

STORMWATER TREATMENT, TYP.

30’ STREAM BUFFER, TYP.

PRESERVED TREE COVER IN OPEN SPACE (TYP.)

20’ LANDSCAPE BUFFER CONSISTING OF PRESERVED EXISTING TREES

30’ STREAM BUFFER, TYP.

760 ELEVATION LINE - LIMITS OF WATER SERVICE

EXISTING TREES TO BE PRESERVED (TYP.)

20’ LANDSCAPE BUFFER CONSISTING OF PRESERVED EXISTING TREES

0 100’ 200’

GOODALL PATTERSON PROPERTY | conceptual site plan

SMYRNA, TN | FEBRUARY 2026

Planned Residential Development

GOODALL HOMES PATTERSON PROPERTY

Submitted: June 09, 2025
Resubmitted: June 18, 2025
Resubmitted: July 23, 2025
Resubmitted: September 17, 2025
Resubmitted: January 21, 2026
Resubmitted: February 04, 2026

Client:

Goodall Homes
393 Maple St #100
Gallatin, TN 37066
Contact: Danny Hieronimus
Phone: 615.645.3903
danny.hieronimus@goodallhomes.com

Prepared By:

Catalyst Design Group
5100 Tennessee Avenue
Nashville, TN 37209
Contact: Jeff Heinze
Phone: 615.622.7200
jheinze@catalyst-dg.com

TABLE OF CONTENTS

SITE INFORMATION

3 Vicinity Map

4 Existing Conditions

5 Zoning Map

DESIGN

6 Site Plan

7 Phasing Plan

8 Offsite Improvements

9 Lot Details

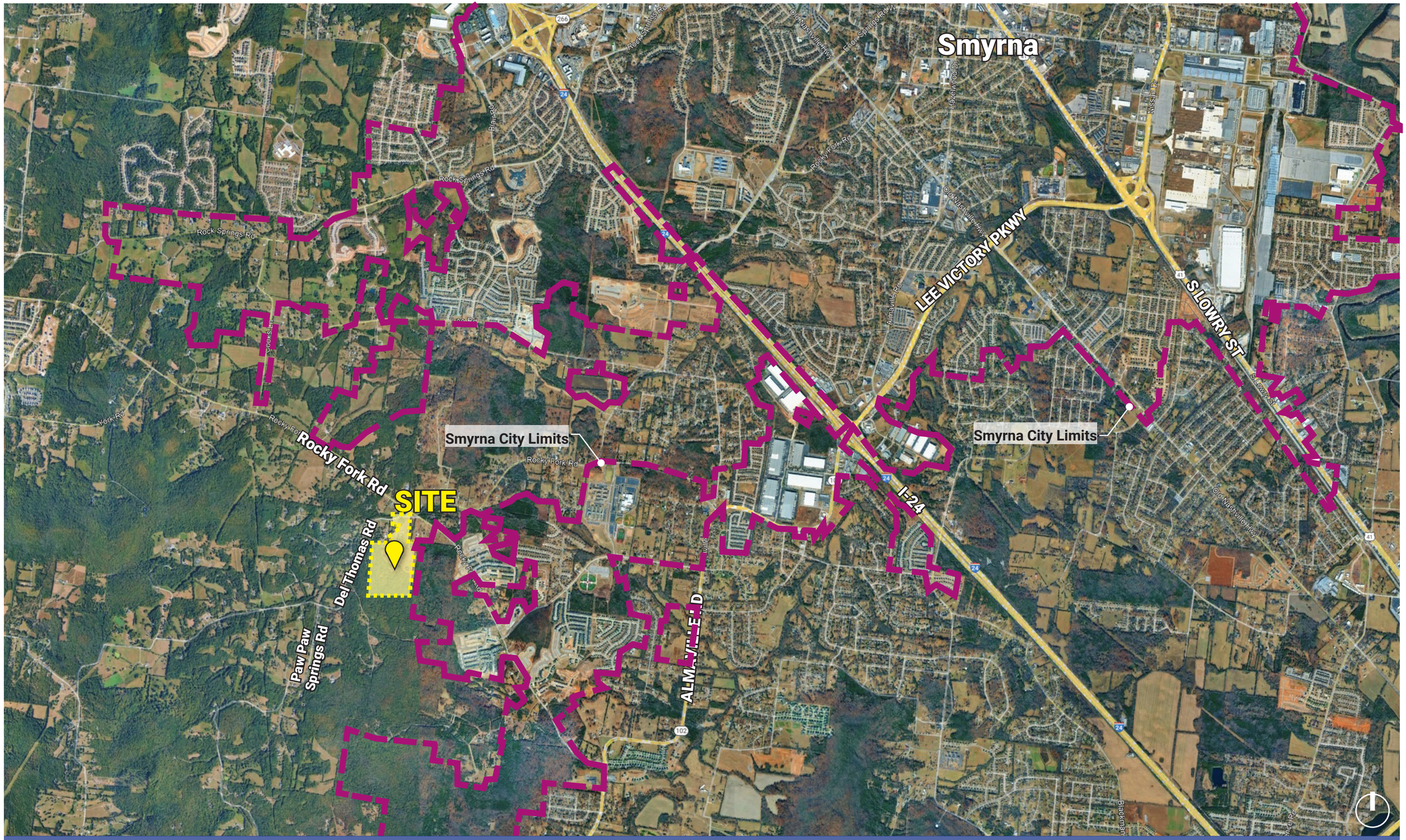
10 Additional Regulations + Notes

VISIONING

11-13 Visioning Imagery

The primary goal of this development is to create a diverse and integrated residential community with activated parks and amenity areas. The proposed development intends to maintain the existing character of the area, while improving pedestrian connectivity by providing a pedestrian friendly community. This development will be designed and operated in accordance with the applicable regulations set forth in the zoning ordinance to ensure the current policies and plans of the town are observed.

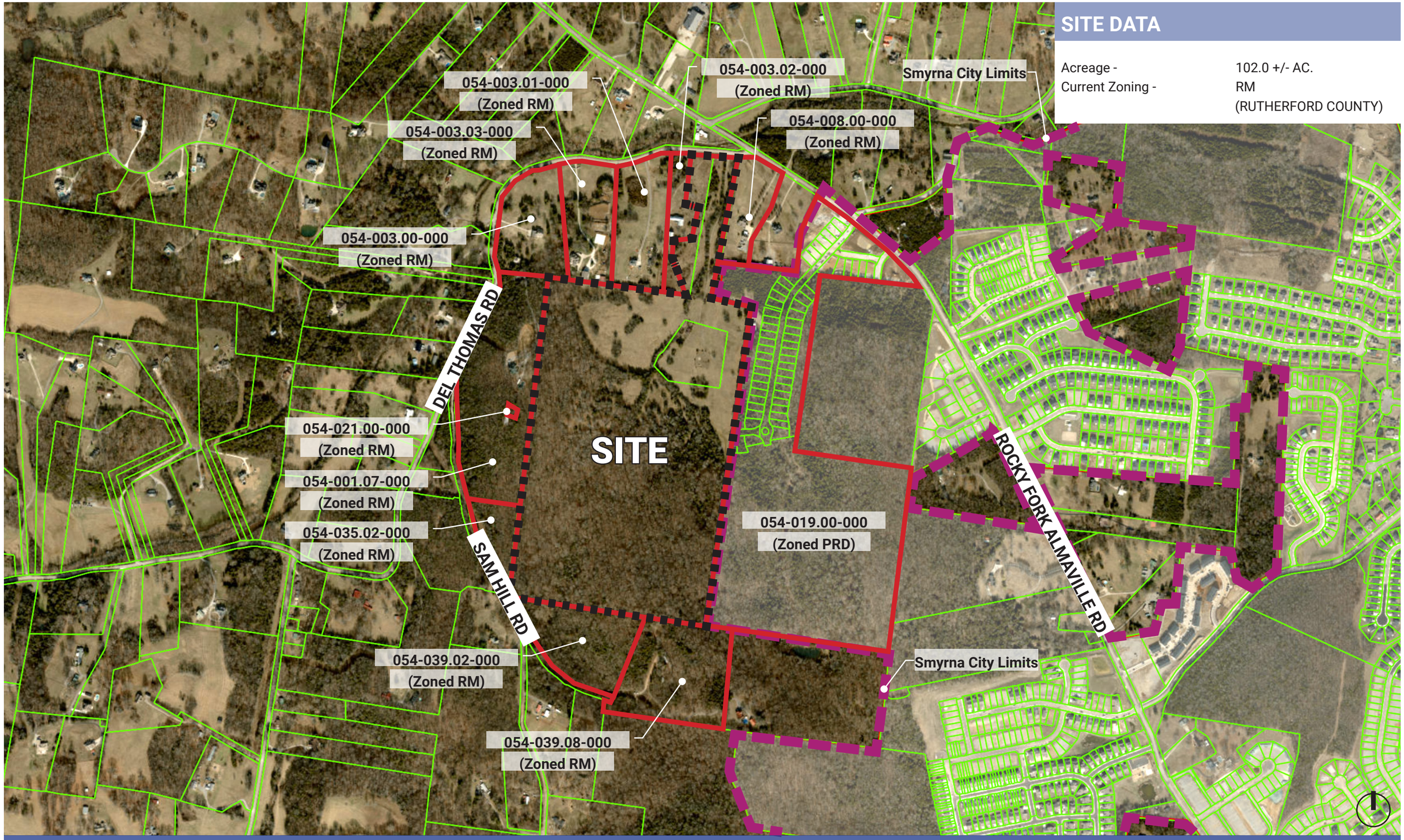
The proposed PRD provides 202 units on a +/- 102 acre property. This zoning would set the regulations under which the planned development is proposed. Additionally, it is proposed that the continued maintenance of common spaces and other common elements of the development be addressed with a long-term maintenance plan to be approved by the pertaining agency prior to construction, ensuring that proposed features of the site are maintained after construction.



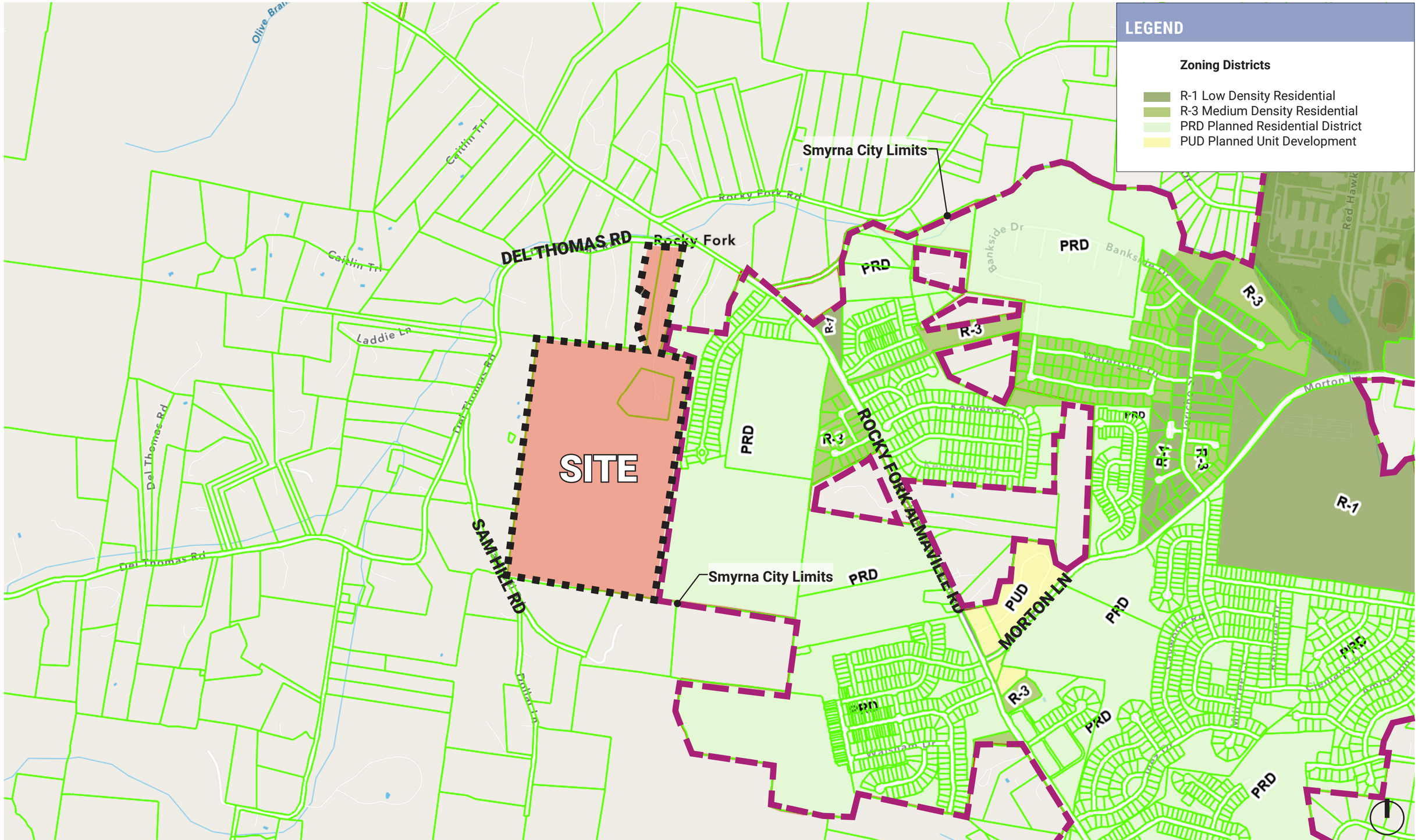
VICINITY MAP

SITE DATA

Acreage -	102.0 +/- AC.
Current Zoning -	RM (RUTHERFORD COUNTY)



EXISTING CONDITIONS



LAND USE CONTEXT

20' LANDSCAPE BUFFER CONSISTING OF PRESERVED EXISTING TREES

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SHRUBS (MIN. 50% EVERGREEN) - MIN. 4' MATURE HEIGHT
(SPECIES TO INCLUDE JUNIPERS, HOLLIES, YEWS, ETC.)

TRAILS SYSTEM (+/- 1.51 AC)

CENTRAL COMONS OPEN SPACE (OPEN PLAY TRAILS, SEATING, ETC.) (+/- 1.46 AC)

TRAILS SYSTEM (+/- 0.22 AC)

COMMONS OPEN SPACE (+/-0.43 Ac)

NEIGHBORHOOD AMENITY CENTER WITH RESTROOMS AND MAIL KIOSK, COMMUNITY POOL, AND PLAY AREA (+/- 0.95 AC)

20' LANDSCAPE BUFFER CONSISTING OF PRESERVED EXISTING TREES

ENTRY MONUMENT SIGNAGE

SEE CONCEPT PLAN PROVIDED WITH SUBMITTAL FOR MORE INFORMATION

SITE DATA

ACREAGE	± 102.0 AC
PROPOSED DENSITY	1.98 DU/AC
DENSITY WITHOUT 45.5 AC OPEN SPACE	3.58 DU/AC
TOWNHOMES (24' X 52')	40 UNITS
SINGLE FAMILY	162 TOTAL LOTS
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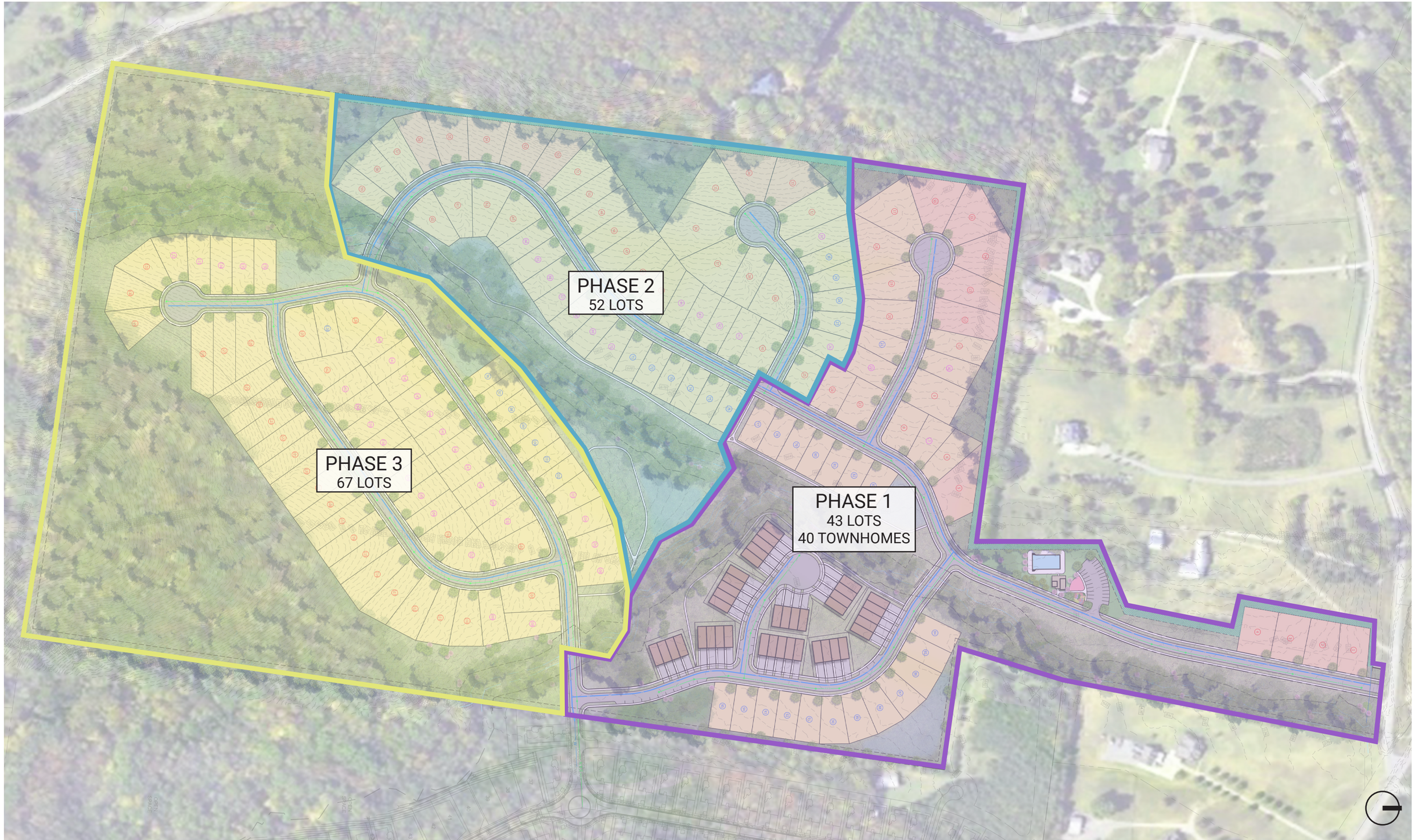
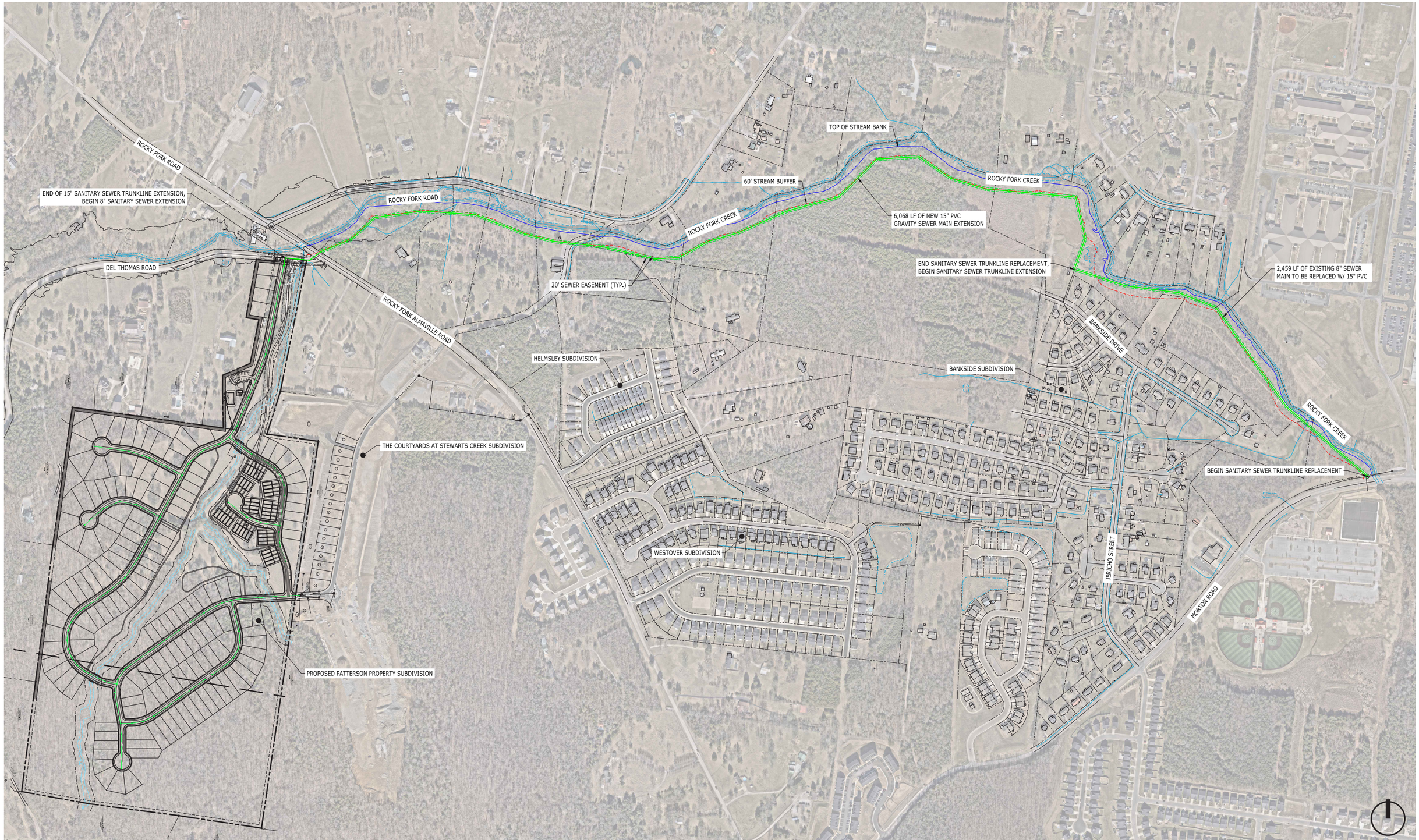
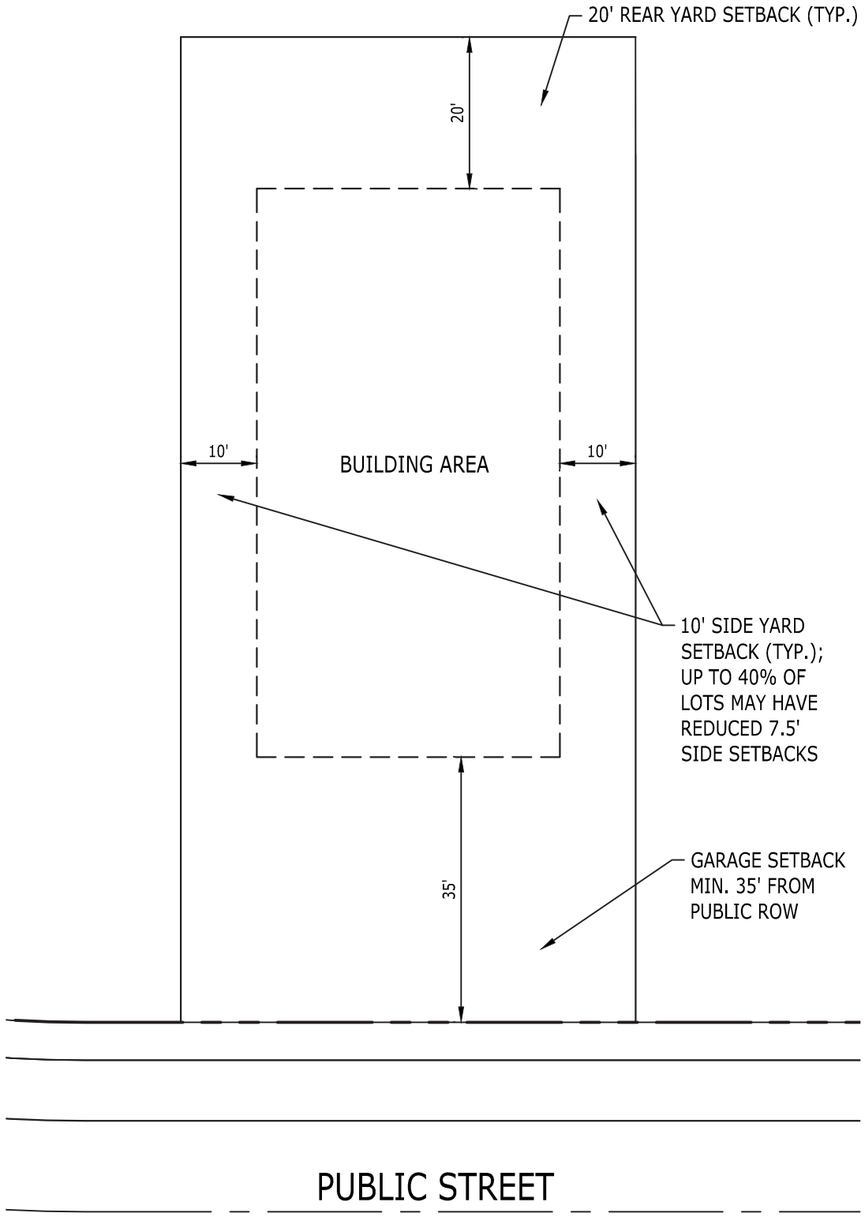
SITE PLAN



PHASING PLAN

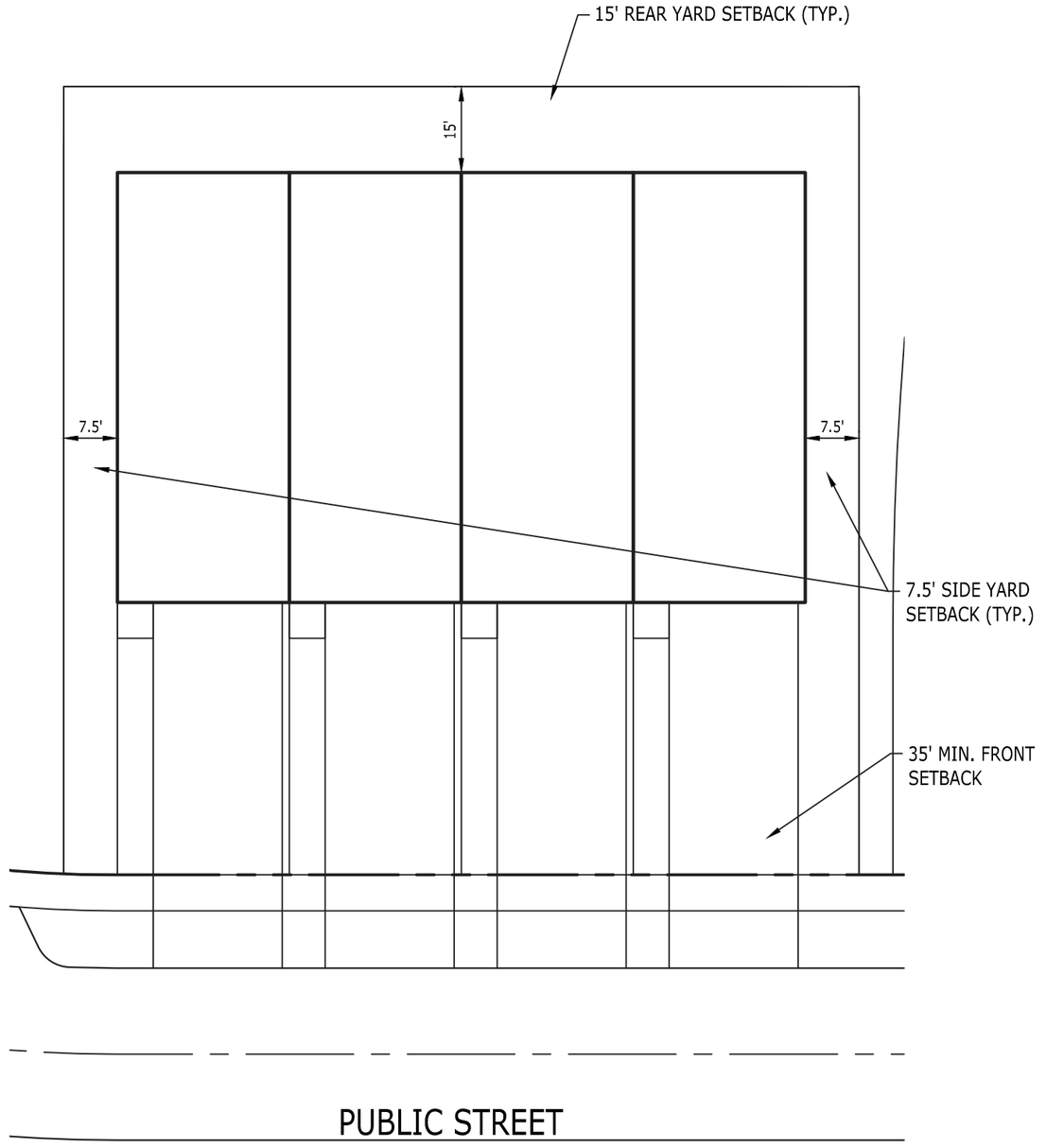


OVERALL CONCEPTUAL LAYOUT WITH OFFSITE SEWER IMPROVEMENTS



TYPICAL SINGLE FAMILY LOT

SCALE: 1" = 20'



TYPICAL TOWNHOME LOT

SCALE: 1" = 20'

TYPICAL LOT SETBACK DETAILS

ADDITIONAL REGULATIONS + NOTES

Architectural Standards

1. Residential structures shall be oriented to a public street.
2. The following design standards shall apply:
   a. Any garages shall not be situated in front of the plane created by the edge of the front extension on the street facing facade plane of the front of the house.
   b. All garage doors to have windows.
   c. Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, glass or materials substantially similar in form and function, unless otherwise approved on detailed building elevations included with the development plan.
   d. A minimum of 1 step from lead walk to front porch is required for all residential structures fronting a public street at the elevation facing the street.
3. Refuse collection and recycling facilities shall be screened from views from the public way through the combined use of fences, walls and landscaping in accordance with Smryna Code standards. Refuse collection will be contracted through a private hauler.
4. Maximum height allowance is based upon pitched roofs.
5. Mail delivery shall occur at shared facility located in the common amenity space.

Access & Parking

6. All parking regulations to meet Town of Smyrna ordinance requirements.

Landscape Standards

7. Landscape plans shall meet the Town of Smyrna zoning ordinance requirements.

Site Plan Notes:

8. Development standards, regulations and specific building requirements shall be governed by the approved PRD. All development shall continue to be governed by the building code and other code requirements of the Town of Smyrna.
9. Minor modifications to the PRD plan may be approved by the Planning Commission or Planning Department staff based upon final architectural, engineering, or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Major modifications shall not be permitted, except through an ordinance approved by Smyrna Town Council that increases the permitted density or floor area, adds uses not otherwise permitted, eliminates specific conditions or requirements contained in the plan as adopted through this enacting ordinance.

FEMA Note:

10. No portion of this property lies in a flood zone area as designated in the Federal Emergency Management Agency Flood Insurance Rate Map Panel Number 47149C0115K effective May 9, 2023.

Transportation Notes:

11. The final site plan/building permit shall depict the required public sidewalks, any required grass strip, and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip. Prior to the issuance of Use and Occupancy Permits, existing vertical obstructions shall be relocated outside of the required sidewalk.
12. The developer's final construction drawings shall comply with the design regulations established by the Town of Smyrna and the Town of Smyrna Subdivision Regulations, in effect at the time of the approval of the PRD or building permit, as applicable. Final design may vary based on field conditions.
13. All construction within the right of way shall comply with ADA and Town of Smyrna Public Works Standards and Specifications.
14. There shall be no vertical obstructions (signs, power poles, fire hydrants, etc.) within the proposed sidewalks. Where feasible, vertical obstructions shall be relocated out of the proposed sidewalks, where applicable.
15. Development is to have either a dumpster and/or other collection method serviced by a private hauler.

Fire Marshal Notes:

16. No part of any building shall be more than 500ft. from a fire hydrant via a hard surface road.
17. All dead-end private drives over 150 ft. in length require a turnaround, this includes temporary turnarounds.
18. Fire hydrants shall be in-service before any combustible material is brought on site.
19. One-hour rated fire walls to be constructed between townhome units.

Electrical Service Notes:

20. Where feasible, this development will be served with underground power and pad-mounted transformers.

Stormwater Notes:

21. Any excavation, fill, or disturbance of the existing ground elevation must be done in accordance with the Town of Smyrna Regulations.

Development Notes:

22. Private collection or privately serviced dumpsters will be required for the residential units.
23. All units are to be for sale.

VISIONING IMAGERY

TOWNHOME ELEVATION

MATERIAL %
Cement Lap Siding = 5% - 50%
Cement Board & Batten = 15% - 65%
Cement Shake = 25% - 50%
Brick = 35% - 90%

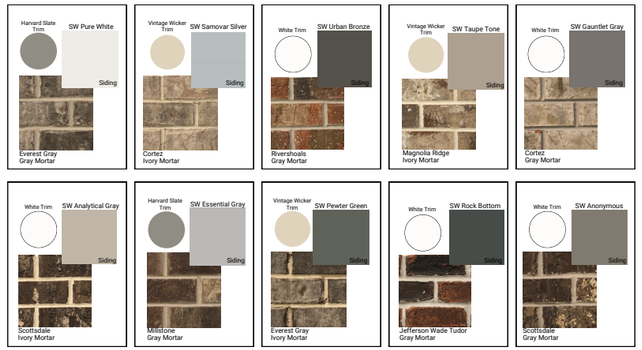
LEFT SIDE TOWNHOME ELEVATION

MATERIAL %
Cement Lap Siding = 100%

RIGHT SIDE TOWNHOME ELEVATION

MATERIAL %
Cement Lap Siding = 100%

COMMUNITY POOL AND CABANA AMENITY



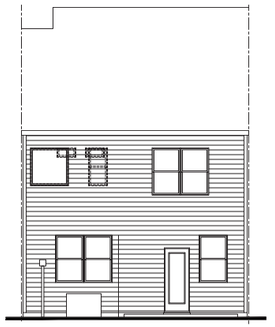
MATERIALS TO BE USED ON FRONT, SIDE, AND REAR OF ALL HOMES

REAR TOWNHOME ELEVATION A

MATERIAL %
Cement Lap Siding = 100%

REAR TOWNHOME ELEVATION B

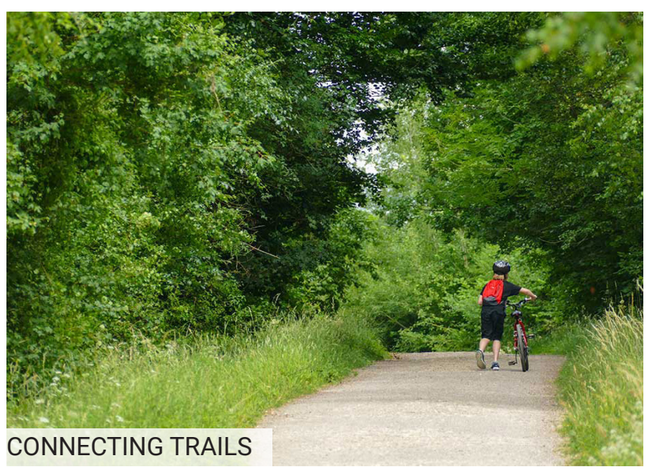
MATERIAL %
Cement Lap Siding = 100%



REAR TOWNHOME ELEVATION C

MATERIAL %
Cement Lap Siding = 100%

TOT LOT



CONNECTING TRAILS

40’ WIDTH HOME MODEL A ELEVATION

40’ WIDTH HOME MODEL B ELEVATION

VISIONING IMAGERY

40’ WIDTH HOME MODEL C ELEVATION

40’ WIDTH HOME MODEL D ELEVATION

40’ WIDTH HOME MODEL E ELEVATION

40’ WIDTH HOME MODEL F ELEVATION

40’ WIDTH HOME MODEL G ELEVATION

40’ WIDTH HOME MODEL H ELEVATION

40’ WIDTH HOME MODEL I ELEVATION

40’ WIDTH HOME MODEL J ELEVATION

40’ WIDTH HOME MODEL K ELEVATION

40’ WIDTH HOME MODEL L ELEVATION

40’ WIDTH HOME MODEL M ELEVATION

40’ WIDTH HOME MODEL N ELEVATION

52’ WIDTH HOME MODEL A ELEVATION

52’ WIDTH HOME MODEL B ELEVATION

52’ WIDTH HOME MODEL C ELEVATION

52’ WIDTH HOME MODEL D ELEVATION

VISIONING IMAGERY

CORNER LOT MODEL A ELEVATION

CORNER LOT MODEL B ELEVATION

CORNER LOT MODEL C ELEVATION

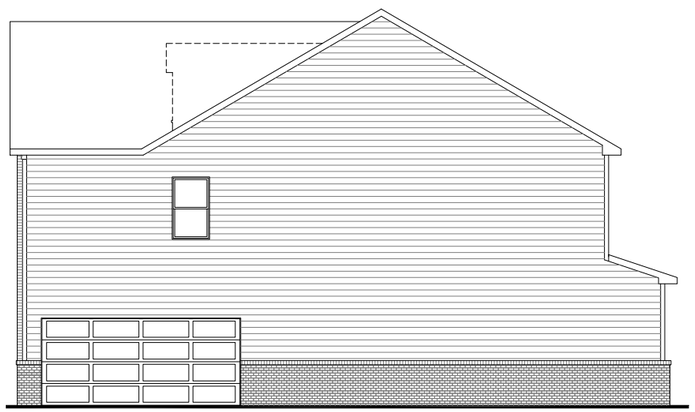
CORNER LOT MODEL D ELEVATION

CORNER LOT MODEL E ELEVATION

CORNER LOT MODEL F ELEVATION

CORNER LOT MODEL G ELEVATION

CORNER LOT MODEL H ELEVATION



CORNER LOT SIDE ELEVATION

CORNER LOT SIDE ELEVATION

ALL GARAGE DOORS TO HAVE WINDOWS AS ILLUSTRATED ABOVE

February 4, 2026

Smyrna Planning & Zoning Department
315 S Lowry Street
Smyrna, TN, 37167

Re: 7025 Del Thomas Road - Annexation & PRD Zoning
Tax Map: 54 Parcels: 20.00, 20.01, and 3.04
Comment Response Letter

To Whom it may concern,

Below is a summary of your comments received on January 28, 2026, and our responses for the above-referenced project.

1. The surrounding zoning is PRD (The Courtyards at Stewarts Creek) in Town and RM in Rutherford County.
   CDG Response: Acknowledged.

2. The Land Use Plan would support Medium Density Single Family Residential development in this area.
   CDG Response: Acknowledged.

3. The Major Thoroughfare Plan designates Rocky Fork Almaville Road as a minor arterial. This property has no frontage on this road.
   CDG Response: Acknowledged.

4. The requested PRD is for 162 single family lots and 40 townhomes. This translates to an overall density of 1.98 dwellings/acre. If the common open space of approximately 45.5 acres is removed from the calculation, it is 202 houses on 56.5 acres for a density of 3.58 dwellings/acre.
   CDG Response: Acknowledged.

5. Annexation of this tract would require the annexation of approximately 660' of the existing right-of-way of Rocky Fork Almaville Road and approximately 450' of the existing right-of-way of Del Thomas Road.
   CDG Response: Acknowledged.

6. The required minimum fire flow is 1,000 GPM @ 20 PSI. Any house construction over 3,600 sq. ft. under roof will require additional fire flow. The letter from the Rutherford County Fire Marshall regarding the fire flow requirements for the cabana will not be applicable if the property is annexed into the Town of Smyrna.
   CDG Response: Please refer to the included email correspondence with James Lawrence of the Town of Smyrna Fire Department where he confirms a 1,000 gpm fire flow is required for the cabana/amenity.

7. A second entrance must be in place before the 100th house is built.
   CDG Response: Acknowledged, a second entrance will be provided to the sub-division before the 100th house is built.

8. There are significant upgrades required to provide sewer for this project. Sewer is required to be extended from Bankside along Rocky Fork Creek to the site. The town would participate in the cost difference if the line is required to be upsized. The necessary offsite easements will be required to be obtained and the line installed prior to issuance of any building permits.
   CDG Response: Acknowledged, the attached plan in this submittal has been reviewed by staff in a meeting on 1/16/2026. Improvements will be completed and easements obtained as agreed upon with the Town of Smyrna.

9. An ARAP will be required for each road, trail, and utility crossing of any stream.
   CDG Response: Acknowledged, all required environmental permits will be obtained.

10. The improvements as recommended by the traffic study must be completed by the developer.
    CDG Response: The attached ROW Exhibits include improvements to R.O.W. that the Town has already annexed or has agreed to annex, as discussed in prior meetings held on 8/18/2025, 9/16/2025, and 11/7/2025. Please see the attached exhibits for improvements to the Del Thomas Road intersection and Restoration Drive intersection as presented and agreed upon with Town Staff.

11. The Fire Dept. must be able to get within 150' of all townhomes with a handline.
    CDG Response: Agreed, the required fire access will be provided.

12. All corner lots within the development are required to have side entry garages.
    CDG Response: Acknowledged, all corner lots will have side entry garages as required by the Town of Smyrna.

13. All street facing facades including the side elevations on corner lots are required to have architectural details such as shutter, windows, wrap around porch, bay windows, arches, or dormers. None of the submitted architectural elevations addresses this requirement for the side elevations.

CDG Response: Updated side elevations are currently in design. The side elevations will match the front elevations to meet the Town of Smyrna's Architectural Requirements.

14. Please ensure all dwellings on corner lots are oriented to face the more prominent roadway. The lot layout appears to show them facing cul-de-sac streets.
    CDG Response: This comment was addressed in the previous 01/21/2026 resubmittal. The included concept plan include the same revised lots that front the more prominent roadway.

15. HVAC units are required to be at the rear of each house.
    CDG Response: Acknowledged, HVAC units will be located at the rear of each home.

16. Right-of-way must be obtained to make the planned improvements to Del Thomas Road. Provide documentation that this right-of-way has been obtained prior to submittal of the preliminary plat.
    CDG Response: Acknowledged, the required documentation for the obtained right-of-way will be provided at the future preliminary plat submittal.

17. The electrical service for the townhomes must be a monument or pedestal service.
    CDG Response: Acknowledged, all townhomes will have a monument or pedestal electric service.

18. The four lots at the entrance are separated from the rest of the neighborhood and don't seem to make sense with the overall layout. Could this area be used as an amenity like a water feature and the lots relocated to the rest of the development?
    CDG Response: These four lots will be utilized for our future model homes and establish our gateway to the community along Del Thomas & Rocky Fork Road.

19. Show offsite sewer alignment on the concept plan.
    CDG Response: An Overall Concept Plan showing the offsite sewer alignment is now included in the PRD Booklet.

20. The stream buffer must be 30' wide on each side of all streams. No averaging is allowed. The entrance road is placed in violation of the minimum buffer width requirement from the stream.
    CDG Response: Please refer to the updated Concept Plan where the entrance road has been revised to remain outside of the 30' stream buffer. No buffer averaging is proposed as agreed with Town of Smyrna Staff (Bradly Jordan) so that no additional water quality buffer zone width adjustments will be required.

21. The existing field lines for the house on the property to the west appear to be located on Parcel 3.04. The amenities are shown in that area. Verify field line location and if the amenities are on the field lines, relocate the amenities.
    CDG Response: This has been clarified with Town Staff that the Zelenik property septic tank and soils area are outside the project boundaries and will not be disturbed as part of the proposed development. Refer to the included Zelenik property septic tank permit and Field Line Exhibit. A callout noting the existing field lines has been added to the Concept Plan for clarification.

22. See CUD Will Serve letters issued 8/1/2025 for more detailed information regarding the off-site improvements and the level of service that can be provided to the site.
    CDG Response: Acknowledged, please note that no off-site improvements are required per the CUD Will Serve Letter.

23. Once available, submit full set of plans directly to CUDengineering@cudrc.com for further review and comment.
    CDG Response: Acknowledged, full plans will be provided to CUD during the Site Plan / Construction Documents approval process.

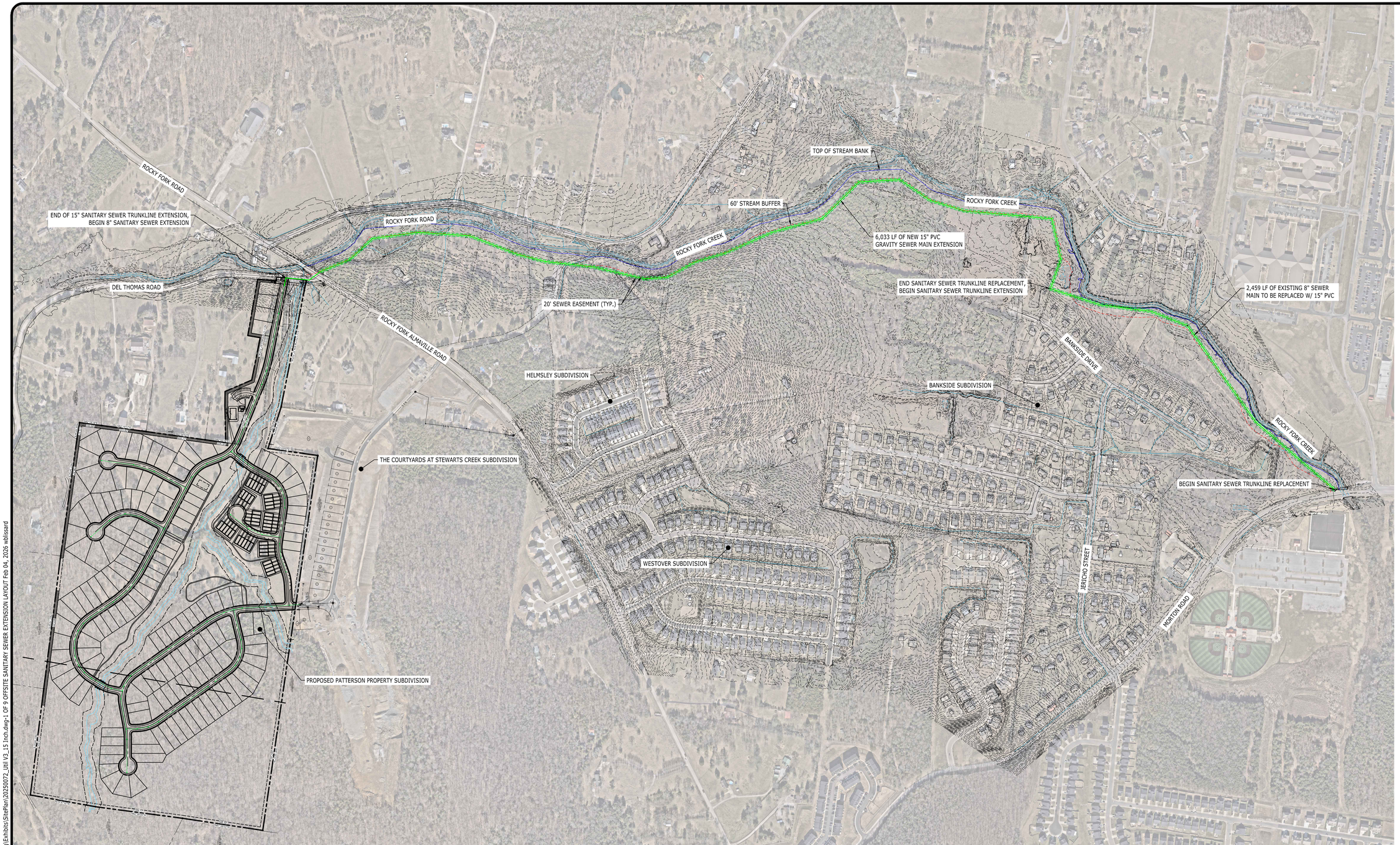
24. Submit at least one hard copy of all submitted documents, and 10 hard copies of the concept plan and PRD booklet.
    CDG Response: Hard copies have been provided as requested.

25. **Please submit revised plans by noon on Wednesday, October 1, 2025. One digital copy emailed to mark.crosslin@townofsmyrna.org and ten physical paper copies, sized 24x36 inches**
    CDG Response: Acknowledged, resubmitted plans will be delivered as instructed.

Regards,

Catalyst Design Group

Wesley Blissard, PE
Design Engineer



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3. ALL PROPOSED SANITARY SEWER MANHOLES SHALL BE VENTED WITH WATERTIGHT MANHOLE LIDS.
4. VENTS SHALL BE PROVIDED EVERY 1,000'.
5. SANITARY SEWER PIPE WITH MORE THAN 14' OF DEPTH SHALL BE DR18 PIPE.

N

0' 150' 300' 600' 900'

DRAWING SCALE (1"=300')

Catalyst DESIGN GROUP
1324 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
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GALLATIN, TN 37066
615.703.5883

GOODALL HOMES
PATTERSON PROPERTY
7025 DEL THOMAS ROAD
SMYRNA, TN 37167
RUTHERFORD COUNTY

NO.	DATE	DESCRIPTION

DRAWING TITLE

OFFSITE SANITARY SEWER EXTENSION LAYOUT

PROJECT NUMBER
20250072

DRAWING NUMBER
1 OF 9

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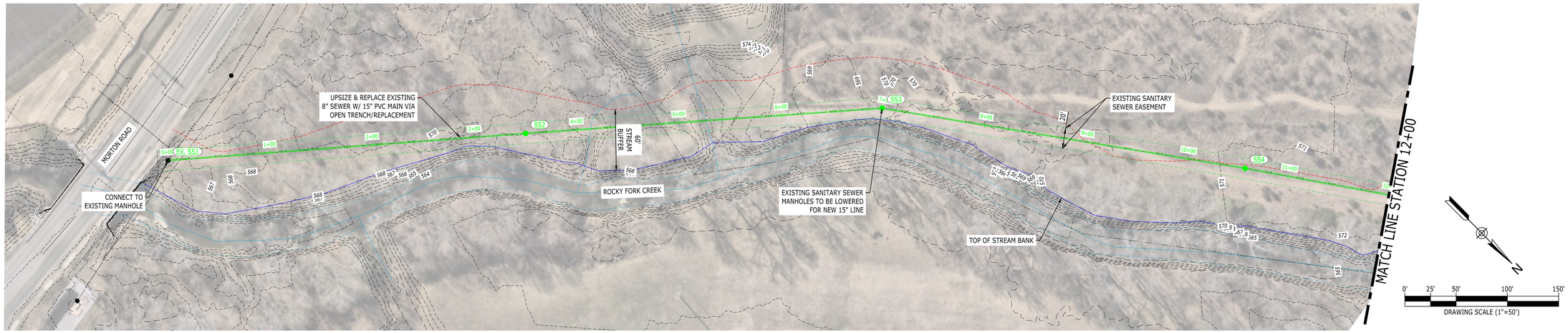

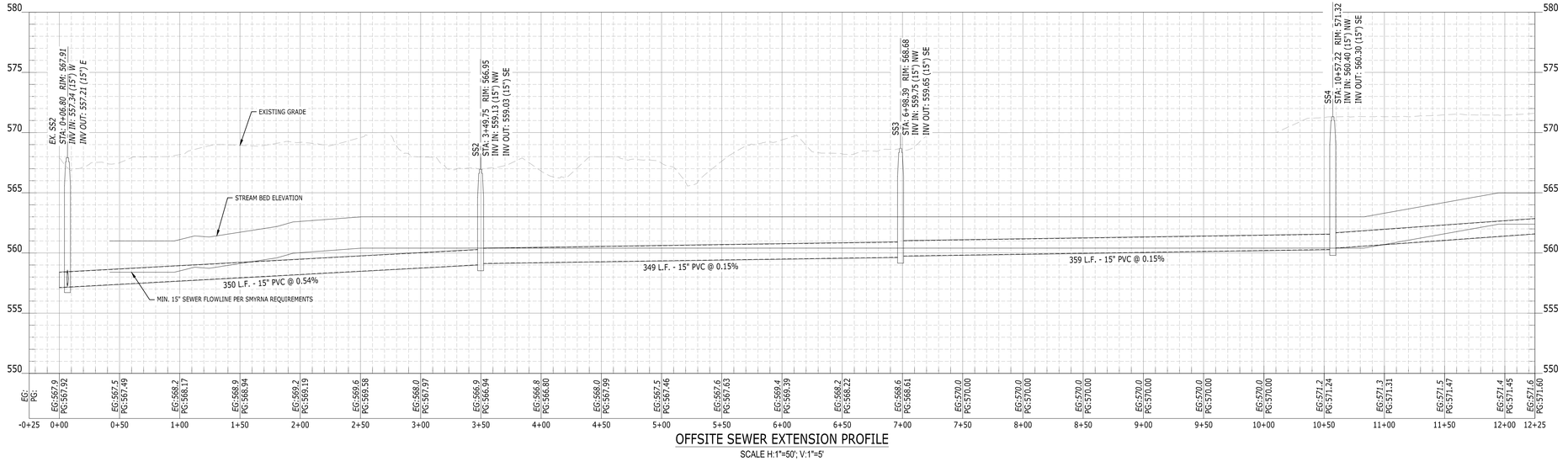

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-0+25	0+00	0+50	1+00	1+50	2+00	2+50	3+00	3+50	4+00	4+50	5+00	5+50	6+00	6+50	7+00	7+50	8+00	8+50	9+00	9+50	10+00	10+50	11+00	11+50	12+00	12+25

OFFSITE SEWER EXTENSION PROFILE

SCALE H:1"=50'; V:1"=5'

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PROJECT NUMBER
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2 OF 9

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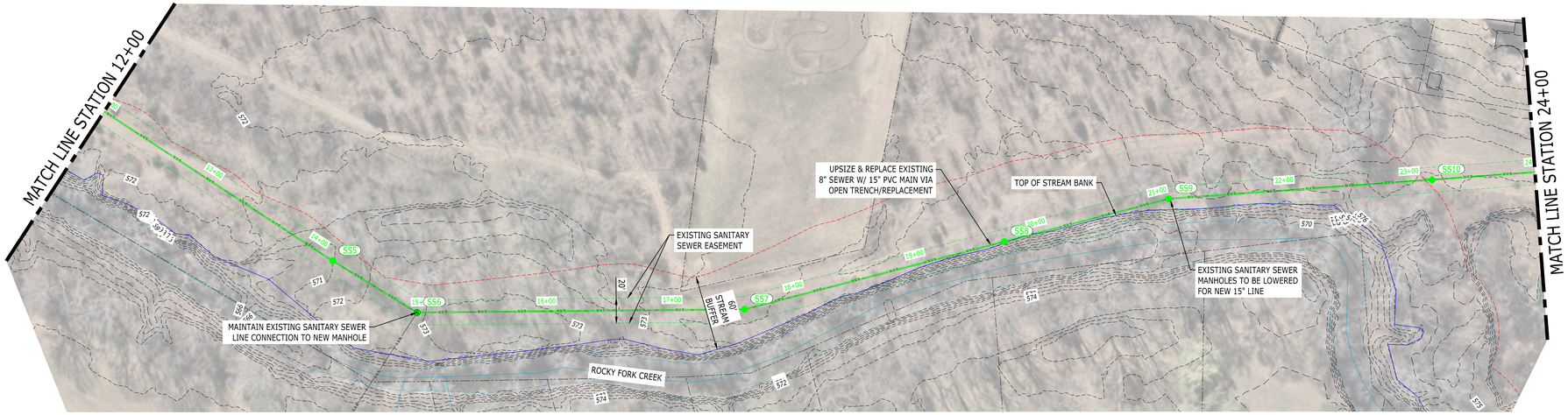

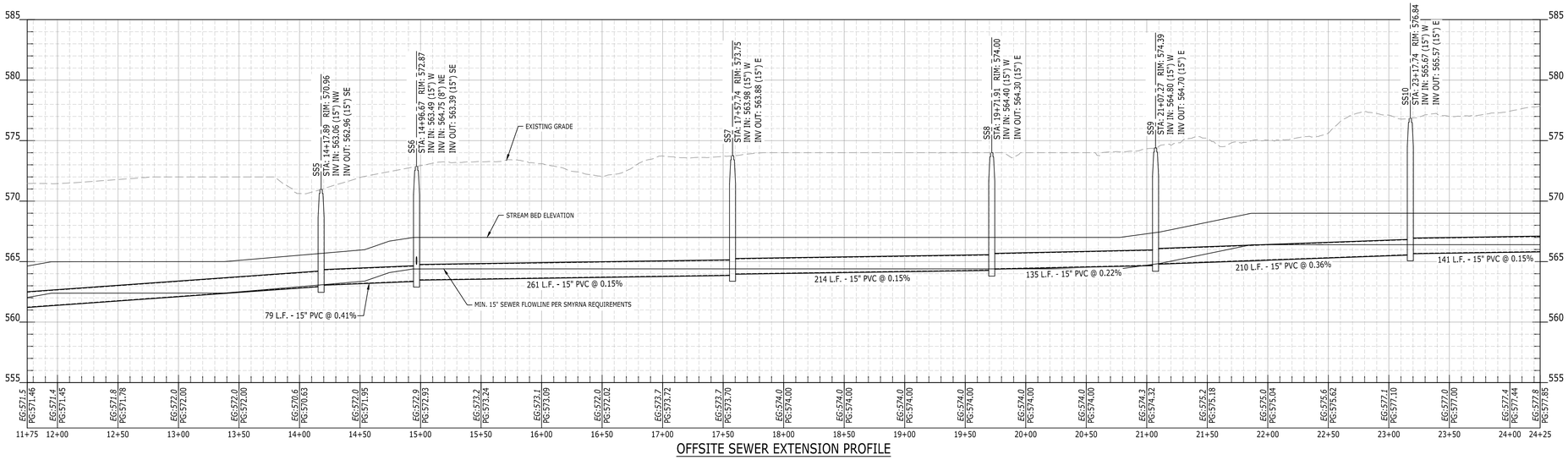

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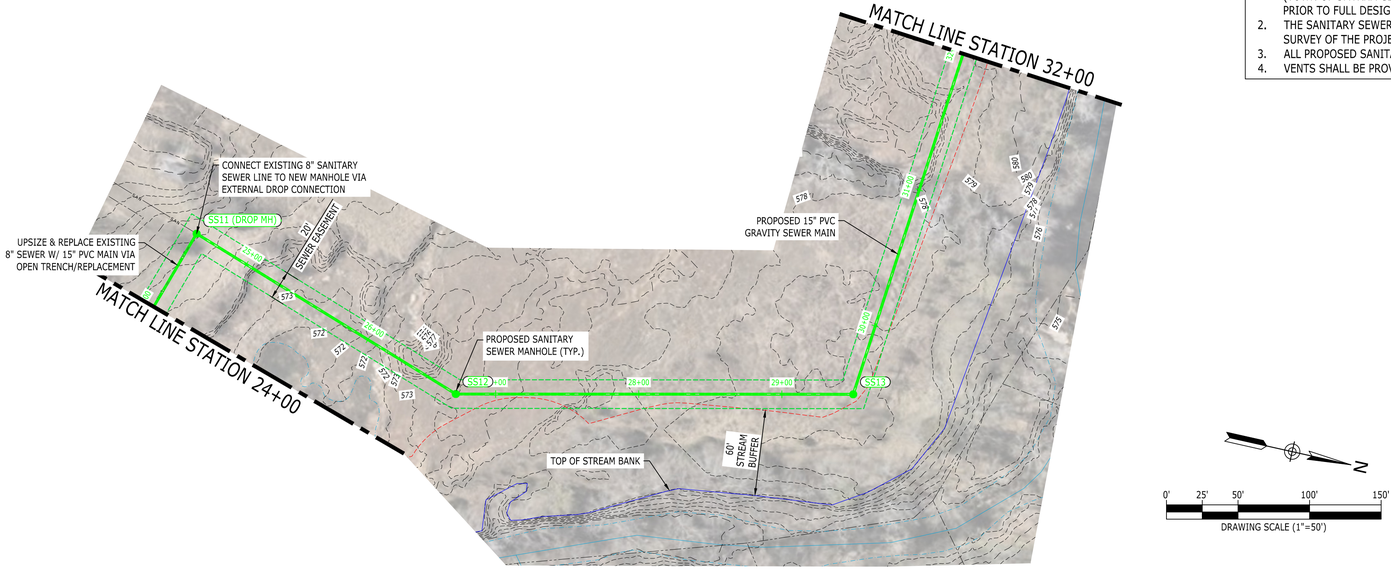

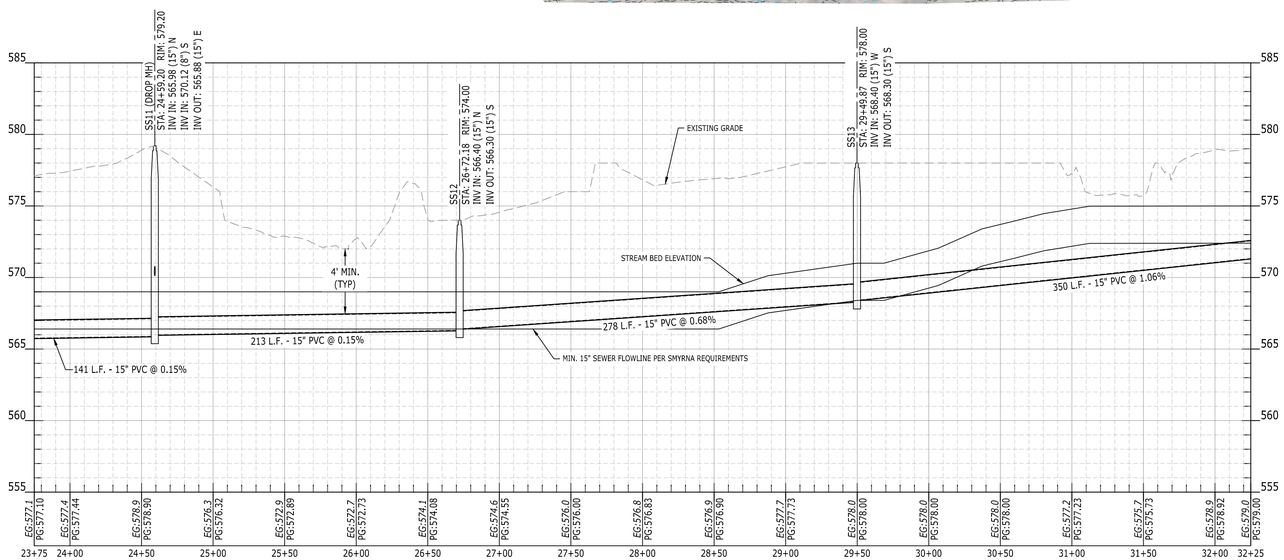

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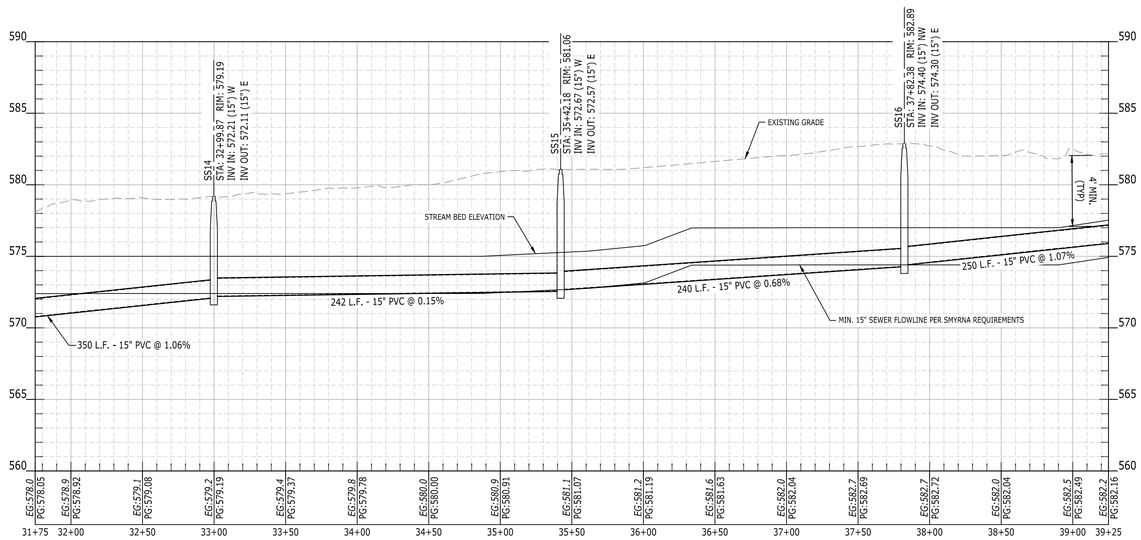

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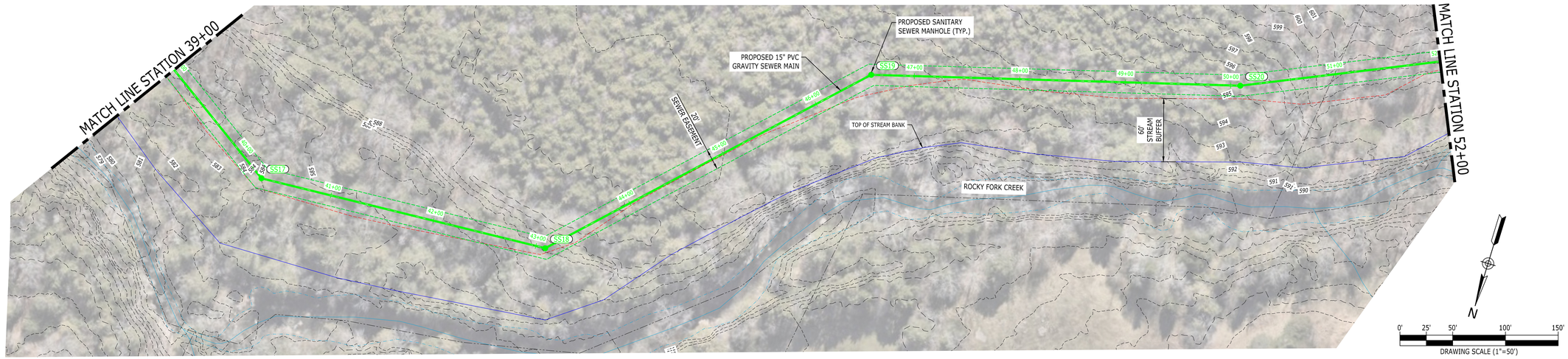
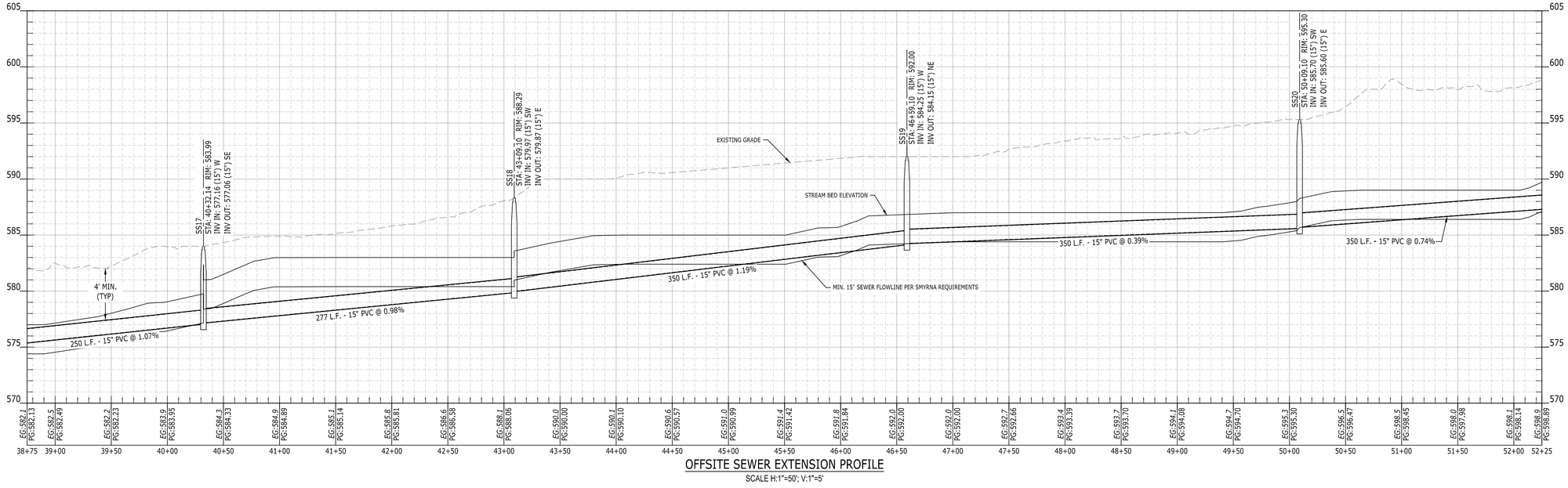




OFFSITE SEWER EXTENSION PROFILE

SCALE H:1"=50', V:1"=5'

Catalyst DESIGN GROUP
1524 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
(615) 622-7200 | WWW.CATALYST-DG.COM

GOODALL HOMES
393 MAPLE STREET
#100
GALLATIN, TN 37066
615.703.5883

GOODALL HOMES
PATTERSON PROPERTY
7025 DEL THOMAS ROAD
SMYRNA, TN 37167
RUTHERFORD COUNTY

NO.	DATE	DESCRIPTION

DRAWING TITLE

OFFSITE SANITARY SEWER EXTENSION PLAN & PROFILE

PROJECT NUMBER
20250072

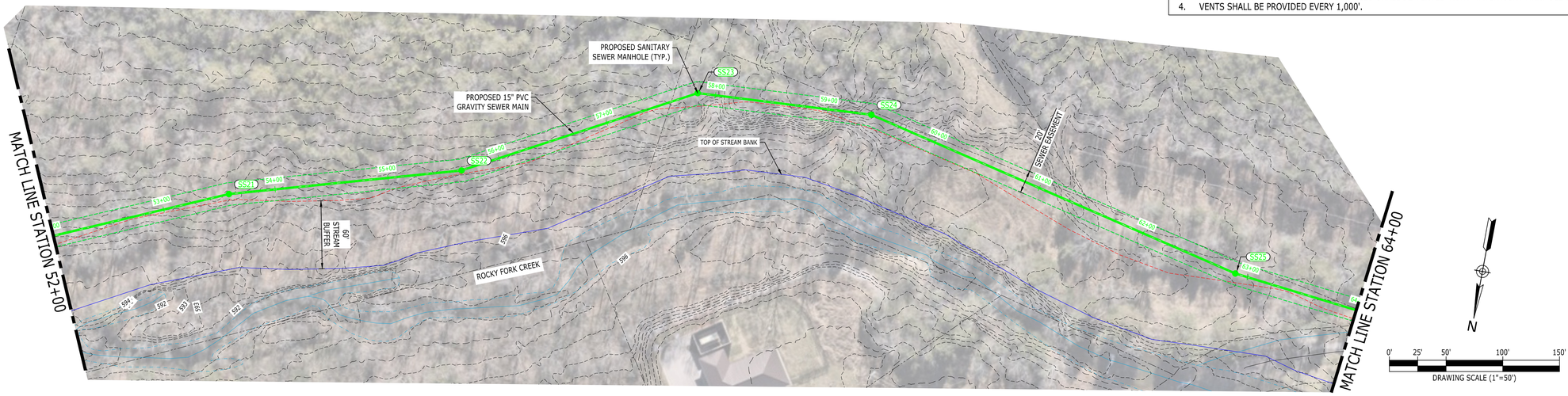
DRAWING NUMBER

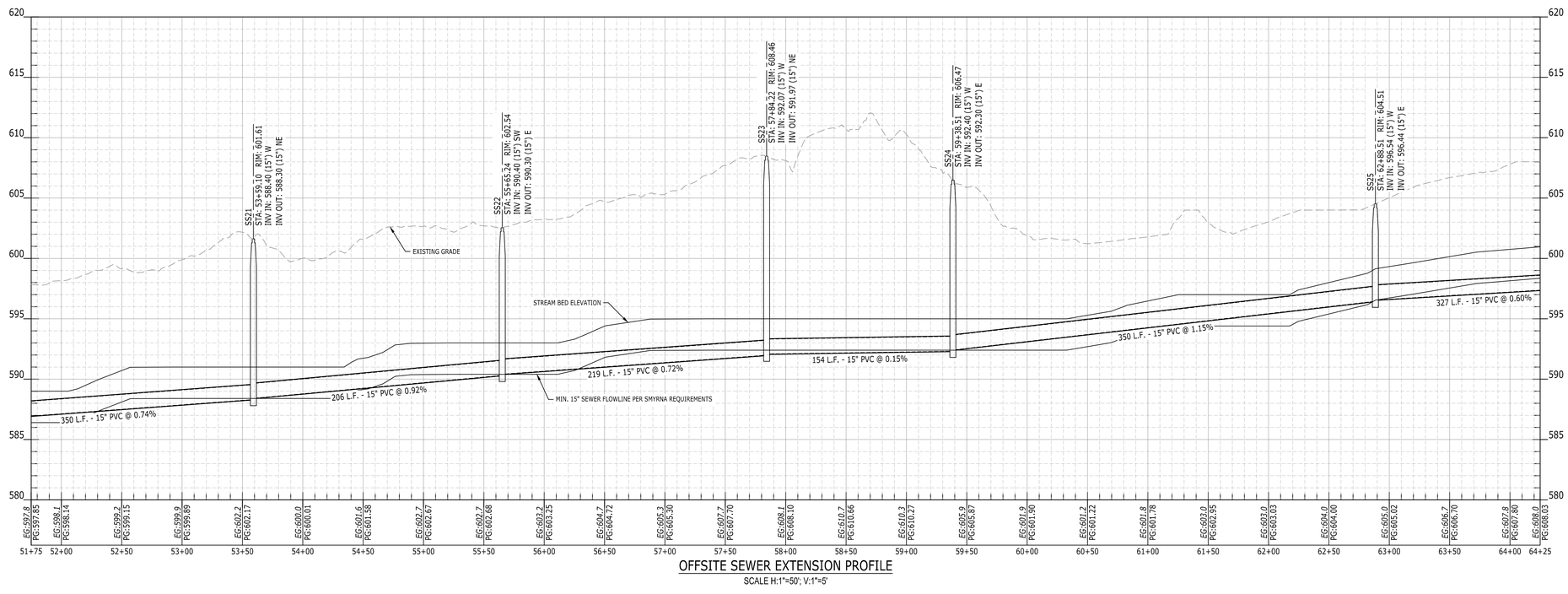
6 OF 9

P:\2025\20250072_Goodall - Patterson Property\dwg\Exhibits\SitePlan\20250072_UtilV3_15 Inch.dwg-6 OF 9 OFFSITE SANITARY SEWER EXTENSION PLAN & PROFILE Feb 04, 2026 wblissard

NOTES:

1. THE OFF SITE SANITARY SEWER TRUNK LINE BASE INFORMATION WAS PROVIDED BY OTHERS (TOWN OF SMYRNA GIS). THE PROJECT AREA SHALL BE SURVEYED TO CONFIRM ALL INFORMATION PRIOR TO FULL DESIGN.
2. THE SANITARY SEWER TRUNK LINE SHOWN IS FOR SCHEMATIC AND COORDINATION PURPOSES, A SURVEY OF THE PROJECT AREA WILL BE REQUIRED PRIOR TO FINAL DESIGN.
3. ALL PROPOSED SANITARY SEWER MANHOLES SHALL BE VENTED WITH WATERTIGHT MANHOLE LIDS.
4. VENTS SHALL BE PROVIDED EVERY 1,000'.





OFFSITE SEWER EXTENSION PROFILE

SCALE H:1"=50'; V:1"=5'

Catalyst DESIGN GROUP
1524 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
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GOODALL HOMES
PATTERSON PROPERTY
7025 DEL THOMAS ROAD
SMYRNA, TN 37167
RUTHERFORD COUNTY

NO.	DATE	DESCRIPTION

DRAWING TITLE

OFFSITE SANITARY SEWER EXTENSION PLAN & PROFILE

PROJECT NUMBER
20250072

DRAWING NUMBER
7 OF 9

P:\2025\20250072_Goodall – Patterson Property\dwg\Exhibits\SitePlan\20250072_Util V3_15 Inch.dwg-7 OF 9 OFFSITE SANITARY SEWER EXTENSION PLAN & PROFILE Feb 04, 2026 vollissard

NOTES:

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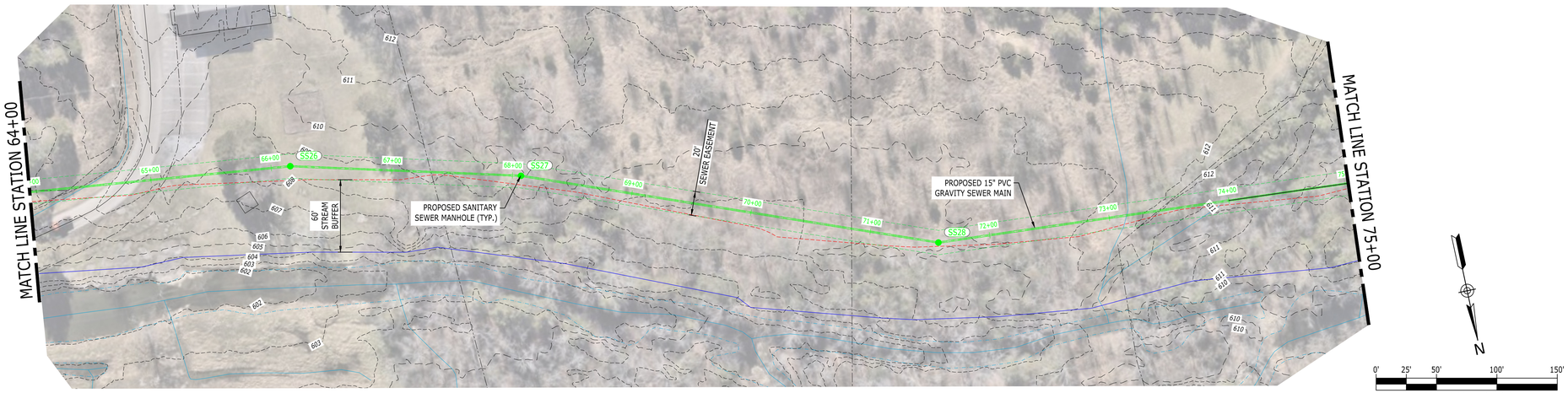

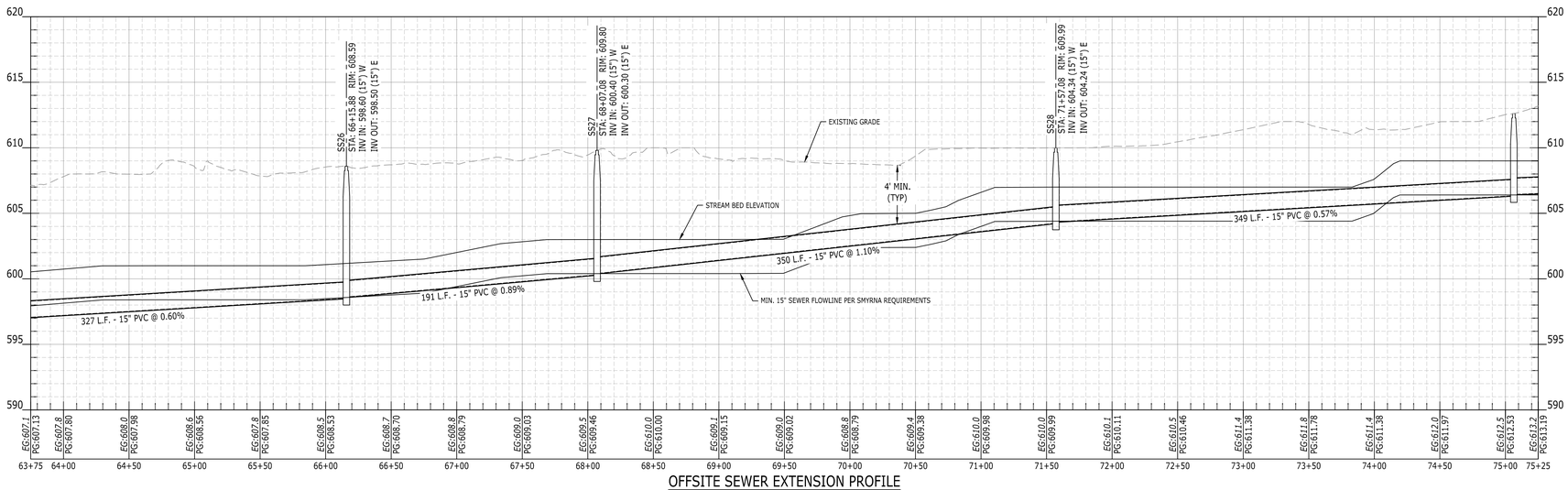

OFFSITE SEWER EXTENSION PROFILE

SCALE H:1"=50'; V:1"=5'

Catalyst DESIGN GROUP
1524 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
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RUTHERFORD COUNTY

NO.	DATE	DESCRIPTION

DRAWING TITLE

OFFSITE SANITARY SEWER EXTENSION PLAN & PROFILE

PROJECT NUMBER
20250072

DRAWING NUMBER

8 OF 9

P:\2025\20250072_Goodall - Patterson Property\dwg\Exhibits\SitePlan\20250072_Util V3_15 Inch.dwg-8 OF 9 OFFSITE SANITARY SEWER EXTENSION PLAN & PROFILE Feb 04, 2026 wallissard

NOTES:

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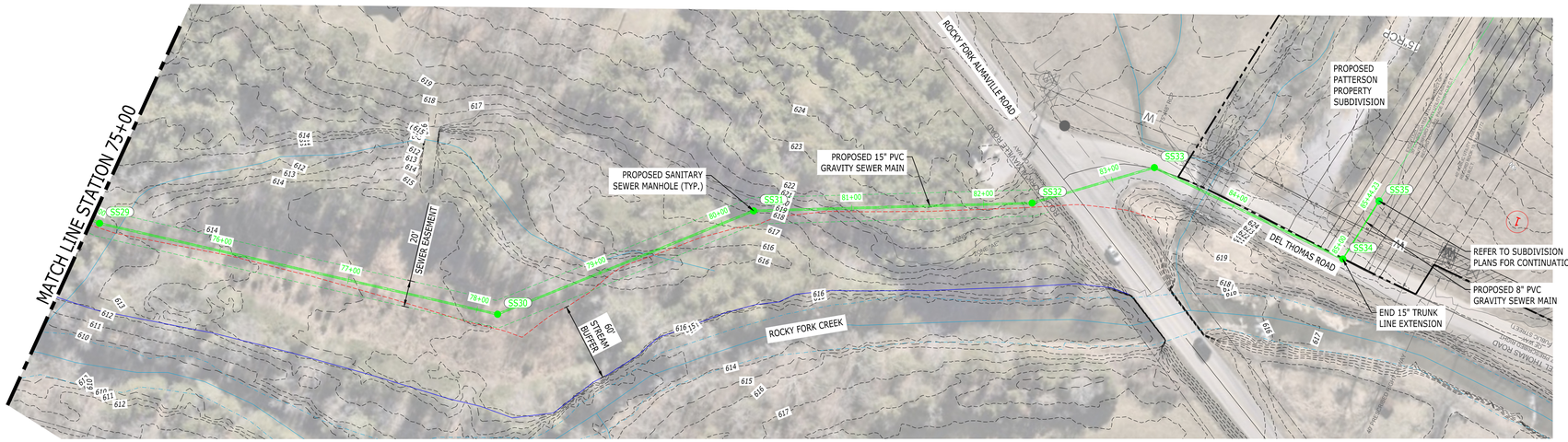

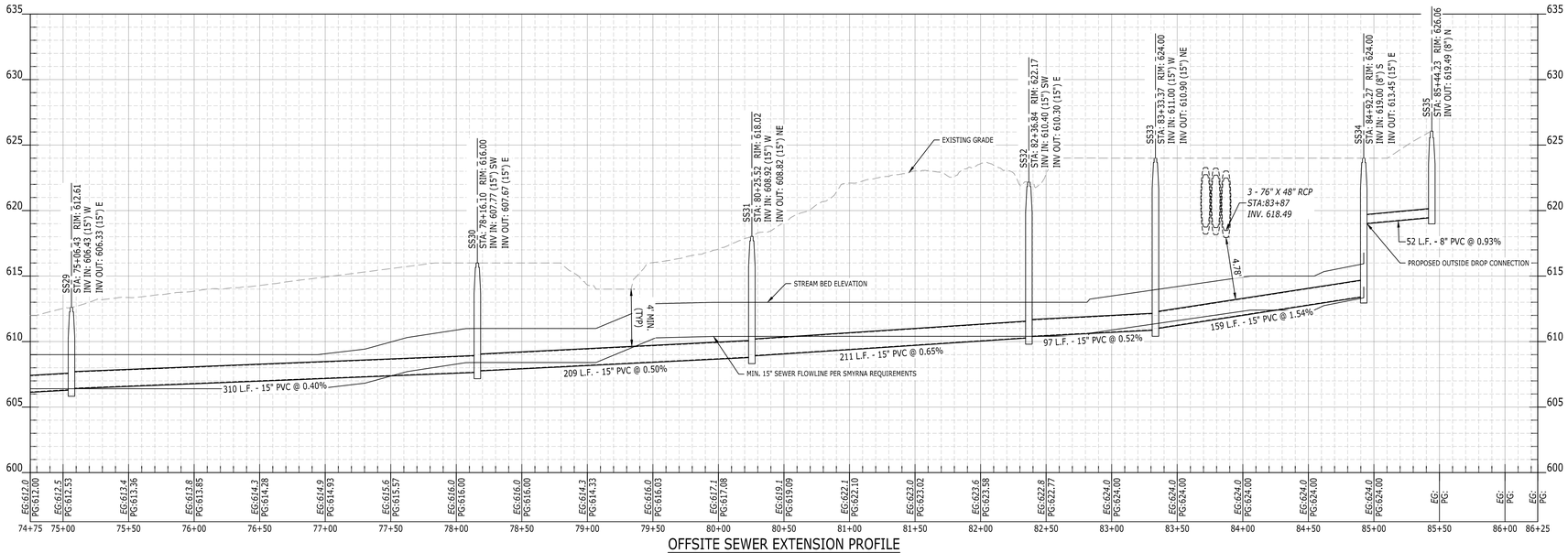

OFFSITE SEWER EXTENSION PROFILE

SCALE H:1"=50'; V:1"=5'

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RUTHERFORD COUNTY

NO.	DATE	DESCRIPTION

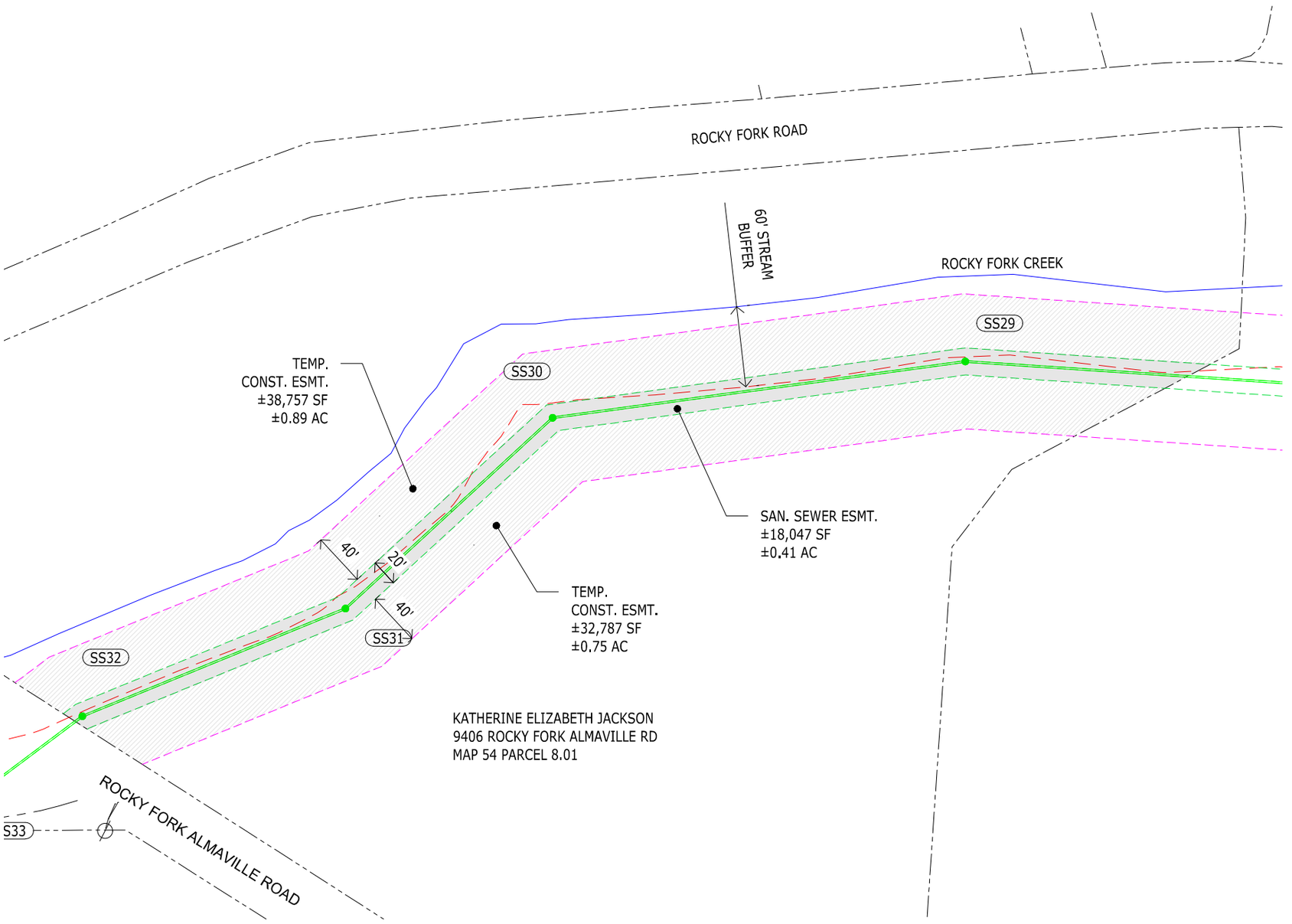
DRAWING TITLE

OFFSITE SANITARY SEWER EXTENSION PLAN & PROFILE

PROJECT NUMBER
20250072

DRAWING NUMBER
9 OF 9

P:\2025\20250072_Goodall – Patterson Property\dwg\Exhibits\SitePlan\20250072_UtilV3_15 Inch.dwg-9 OF 9 OFFSITE SANITARY SEWER EXTENSION PLAN & PROFILE Feb 04, 2026 vbilsard



LEGEND

- PROPERTY LINE
- TEMP. CONST. ESMT.
- PERMANENT SANITARY SEWER ESMT.
- STREAM BUFFER
- TOP OF STREAM BANK
- SAN. SEWER LINE

N

0' 25' 50' 100' 150'

DRAWING SCALE (1"=100')

PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 1 OF 13

PROJ # 20250072

DATE: 01/13/2026

ROCKY FORK CREEK SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst DESIGN GROUP
1524 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
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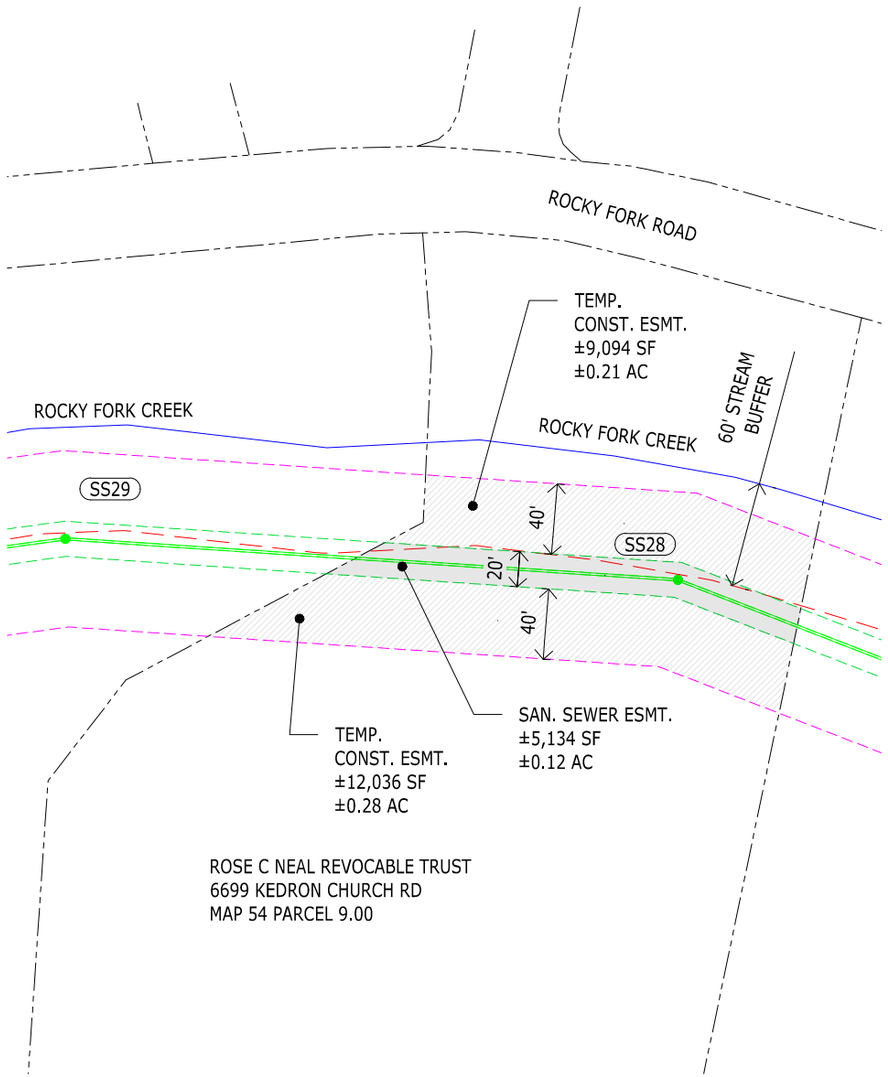
P:\2025\20250072_Goodall - Patterson Property\dwg\Exhibits\SitePlan\20250072_Util-Easements.dwg-1 EASEMENT Jan 09, 2026 dhaupert



LEGEND	
PROPERTY LINE	
TEMP. CONST. ESMT.	
PERMANENT SANITARY SEWER ESMT.	
STREAM BUFFER	
TOP OF STREAM BANK	
SAN. SEWER LINE	

N

0' 25' 50' 100' 150'

DRAWING SCALE (1"=100')

PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 2 OF 13

PROJ # 20250072

DATE: 01/13/2026

ROCKY FORK CREEK SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst DESIGN GROUP
1524 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
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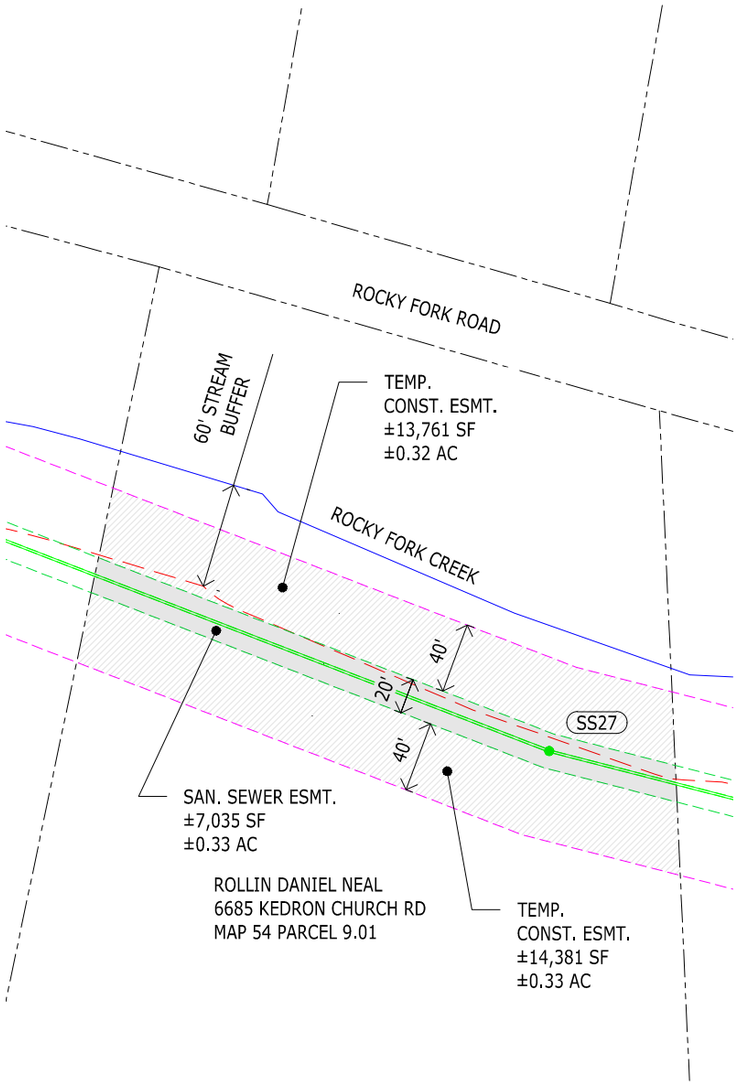

LEGEND
PROPERTY LINE
TEMP. CONST. ESMT.
PERMANENT SANITARY SEWER ESMT.
STREAM BUFFER
TOP OF STREAM BANK
SAN. SEWER LINE

N

0' 25' 50' 100' 150'

DRAWING SCALE (1"=100')

PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 3 OF 13

PROJ # 20250072

DATE: 01/13/2026

ROCKY FORK CREEK
SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst Design Group
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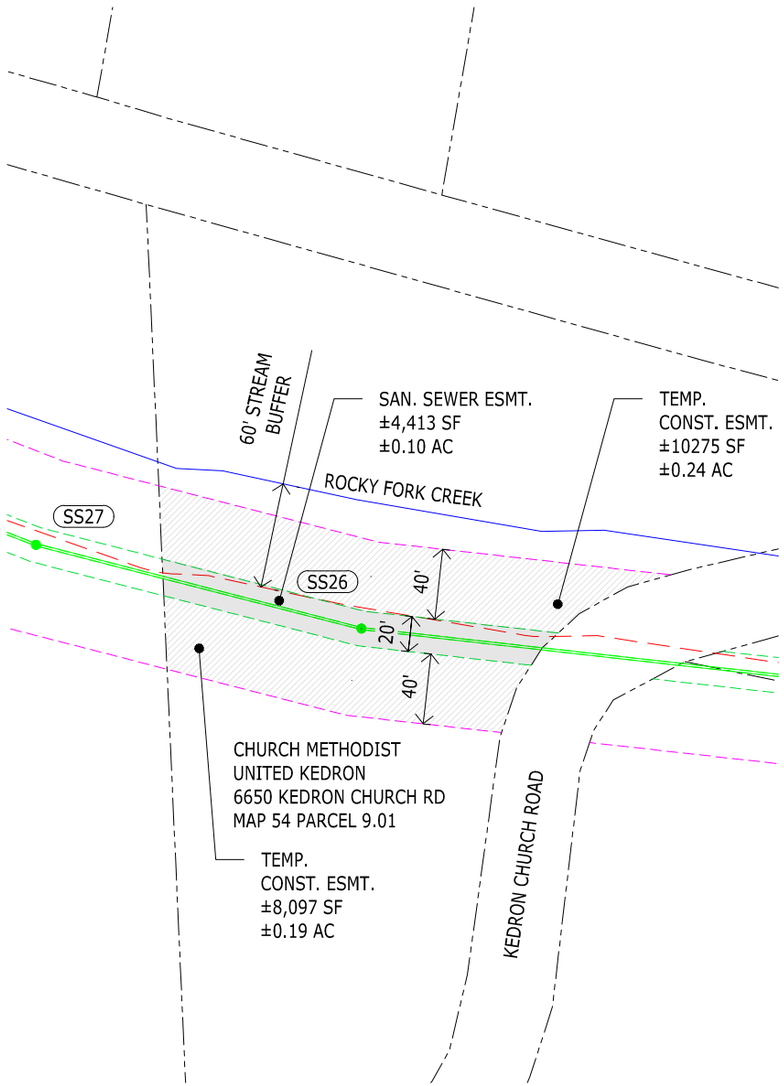


LEGEND
PROPERTY LINE
TEMP. CONST. ESMT.
PERMANENT SANITARY SEWER ESMT.
STREAM BUFFER
TOP OF STREAM BANK
SAN. SEWER LINE

N

0' 25' 50' 100' 150'

DRAWING SCALE (1"=100')

PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 4 OF 13

PROJ # 20250072

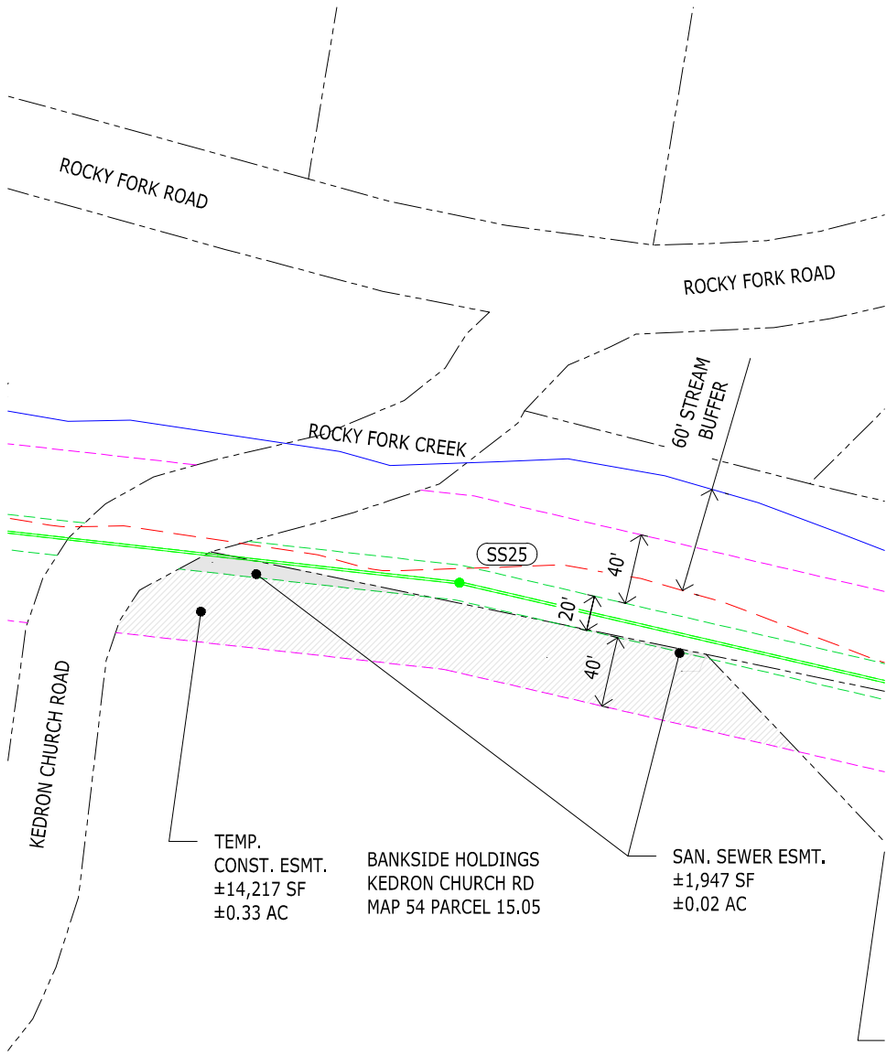
DATE: 01/13/2026

ROCKY FORK CREEK
SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst Design Group
1524 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
(615) 622-7200 | WWW.CATALYST-DG.COM

P:\2025\20250072_Goodall - Patterson Property\dwg\Exhibits\SitePlan\20250072_Util-Easements.dwg-4 EASEMENT Jan 09, 2026 dhaupert



LEGEND
PROPERTY LINE
TEMP. CONST. ESMT.
PERMANENT SANITARY SEWER ESMT.
STREAM BUFFER
TOP OF STREAM BANK
SAN. SEWER LINE

N

0' 25' 50' 100' 150'

DRAWING SCALE (1"=100')

PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 5 OF 13

PROJ # 20250072

DATE: 01/13/2026

ROCKY FORK CREEK SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst Design Group
1524 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
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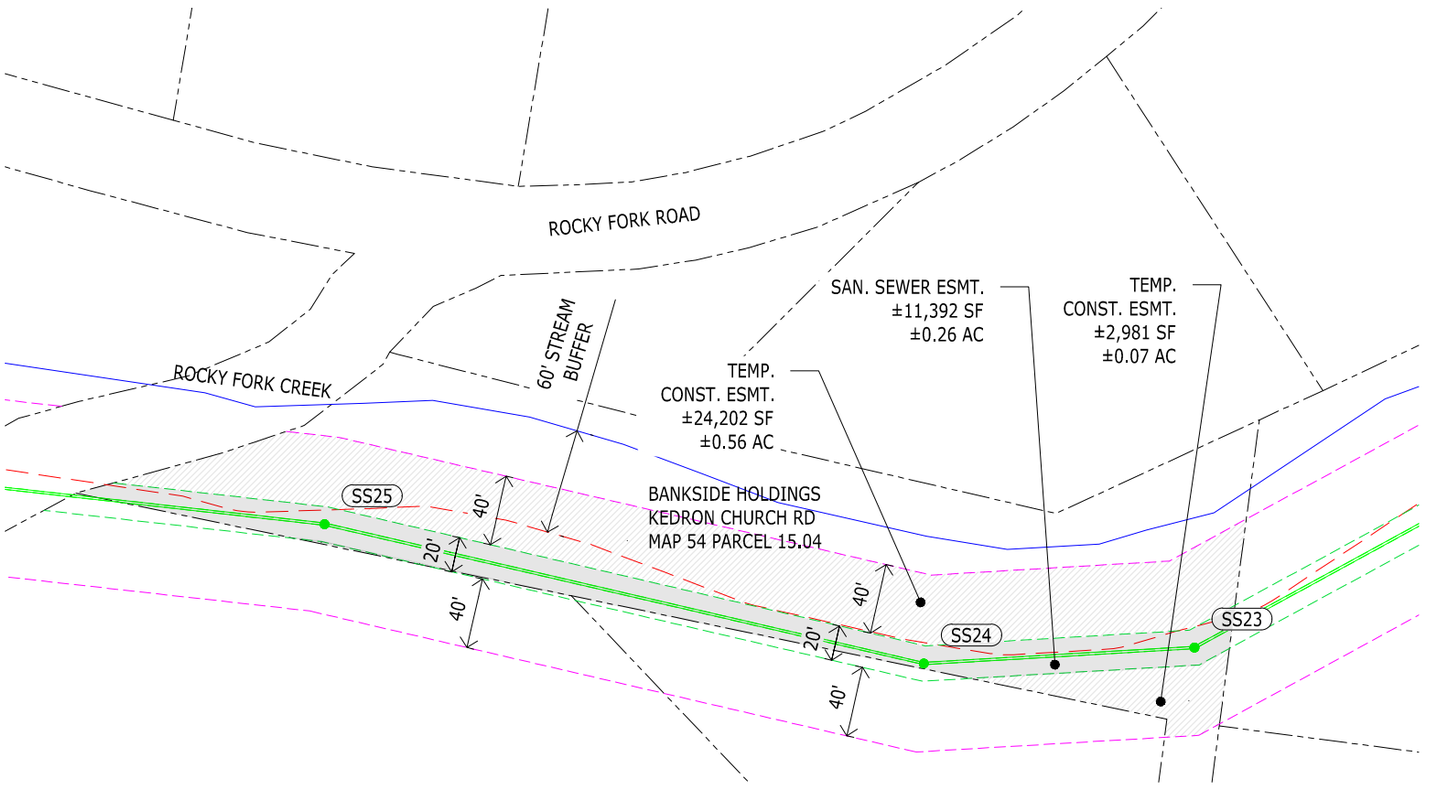

LEGEND

- PROPERTY LINE
- TEMP. CONST. ESMT.
- PERMANENT SANITARY SEWER ESMT.
- STREAM BUFFER
- TOP OF STREAM BANK
- SAN. SEWER LINE

N

0' 25' 50' 100' 150'

DRAWING SCALE (1"=100')

PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 6 OF 13

PROJ # 20250072

DATE: 01/13/2026

ROCKY FORK CREEK
SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst Design Group
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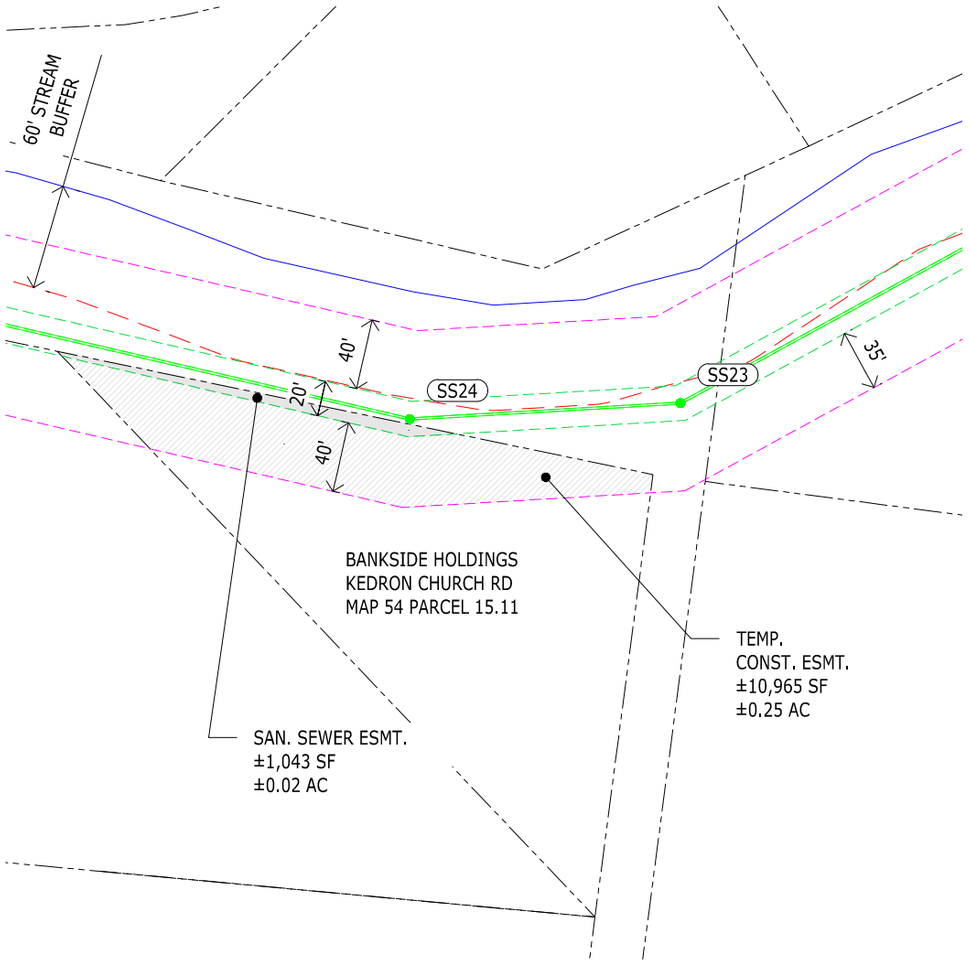

LEGEND
PROPERTY LINE
TEMP. CONST. ESMT.
PERMANENT SANITARY SEWER ESMT.
STREAM BUFFER
TOP OF STREAM BANK
SAN. SEWER LINE

N

0' 25' 50' 100' 150'

DRAWING SCALE (1"=100')

PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 7 OF 13

PROJ # 20250072

DATE: 01/13/2026

ROCKY FORK CREEK
SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst Design Group
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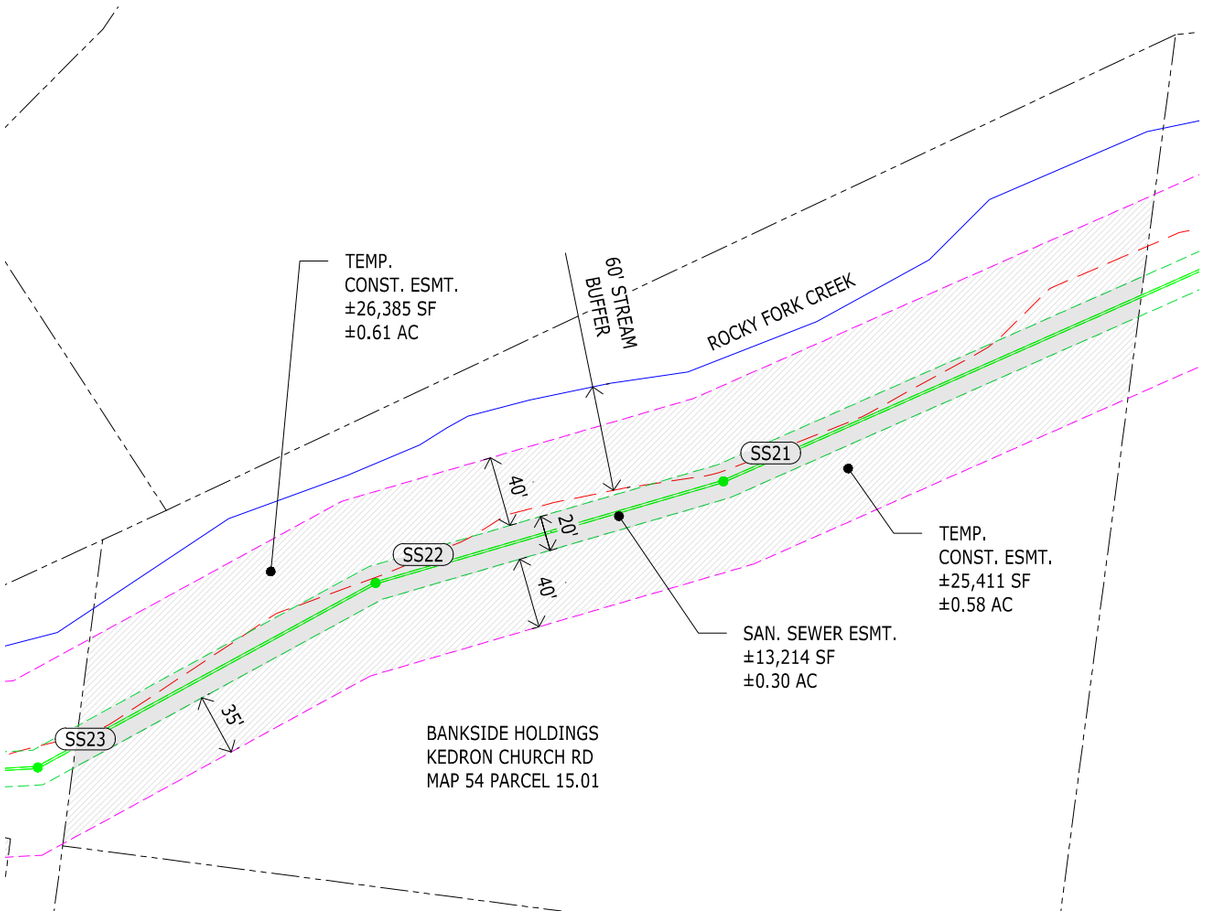

LEGEND

- PROPERTY LINE
- TEMP. CONST. ESMT.
- PERMANENT SANITARY SEWER ESMT.
- STREAM BUFFER
- TOP OF STREAM BANK
- SAN. SEWER LINE

N

0' 25' 50' 100' 150'

DRAWING SCALE (1"=100')

PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 8 OF 13

PROJ # 20250072

DATE: 01/13/2026

ROCKY FORK CREEK SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst Design Group
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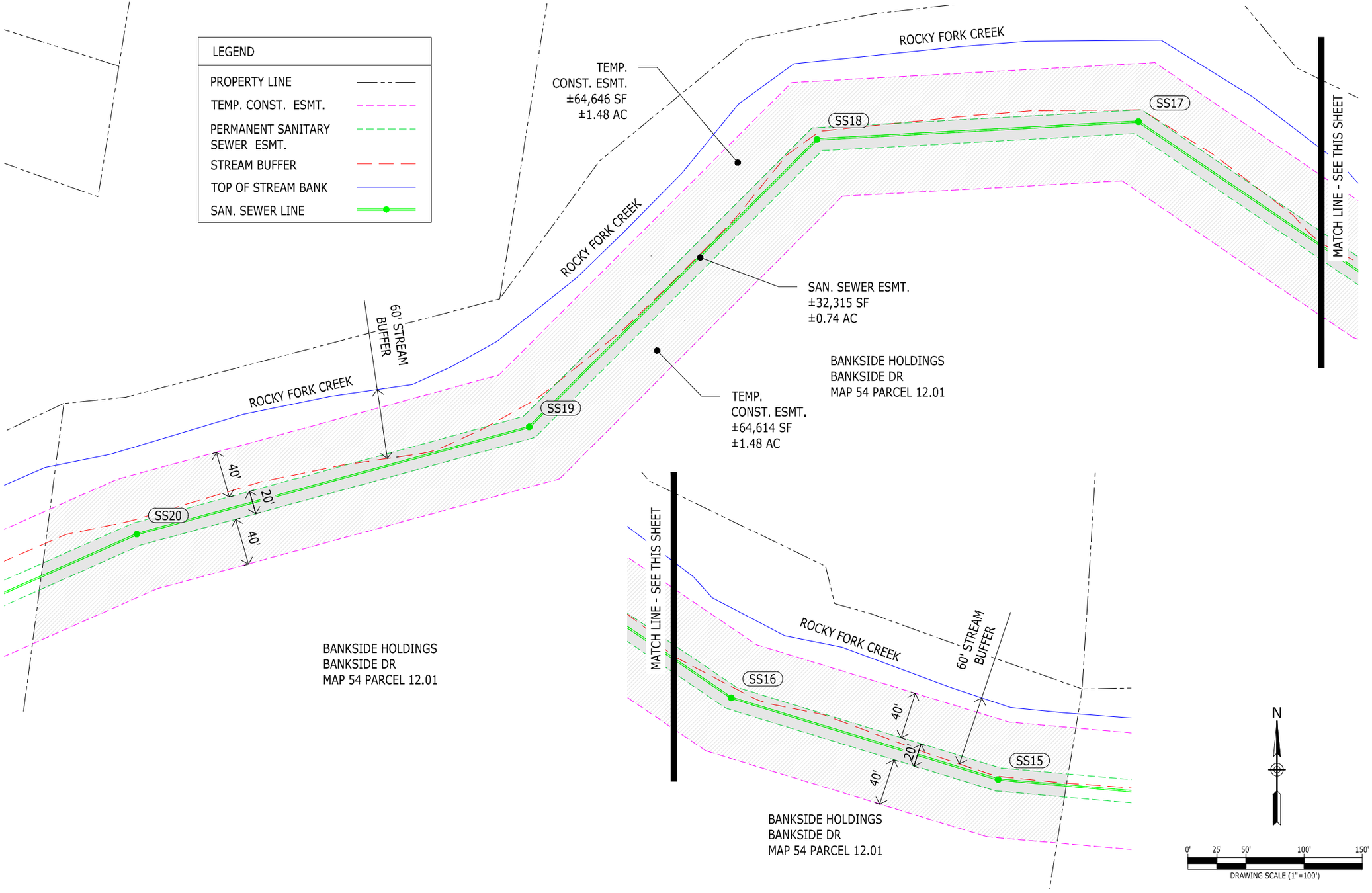

PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 9 OF 13

PROJ # 20250072

DATE: 01/13/2026

ROCKY FORK CREEK SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst Design Group
1524 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
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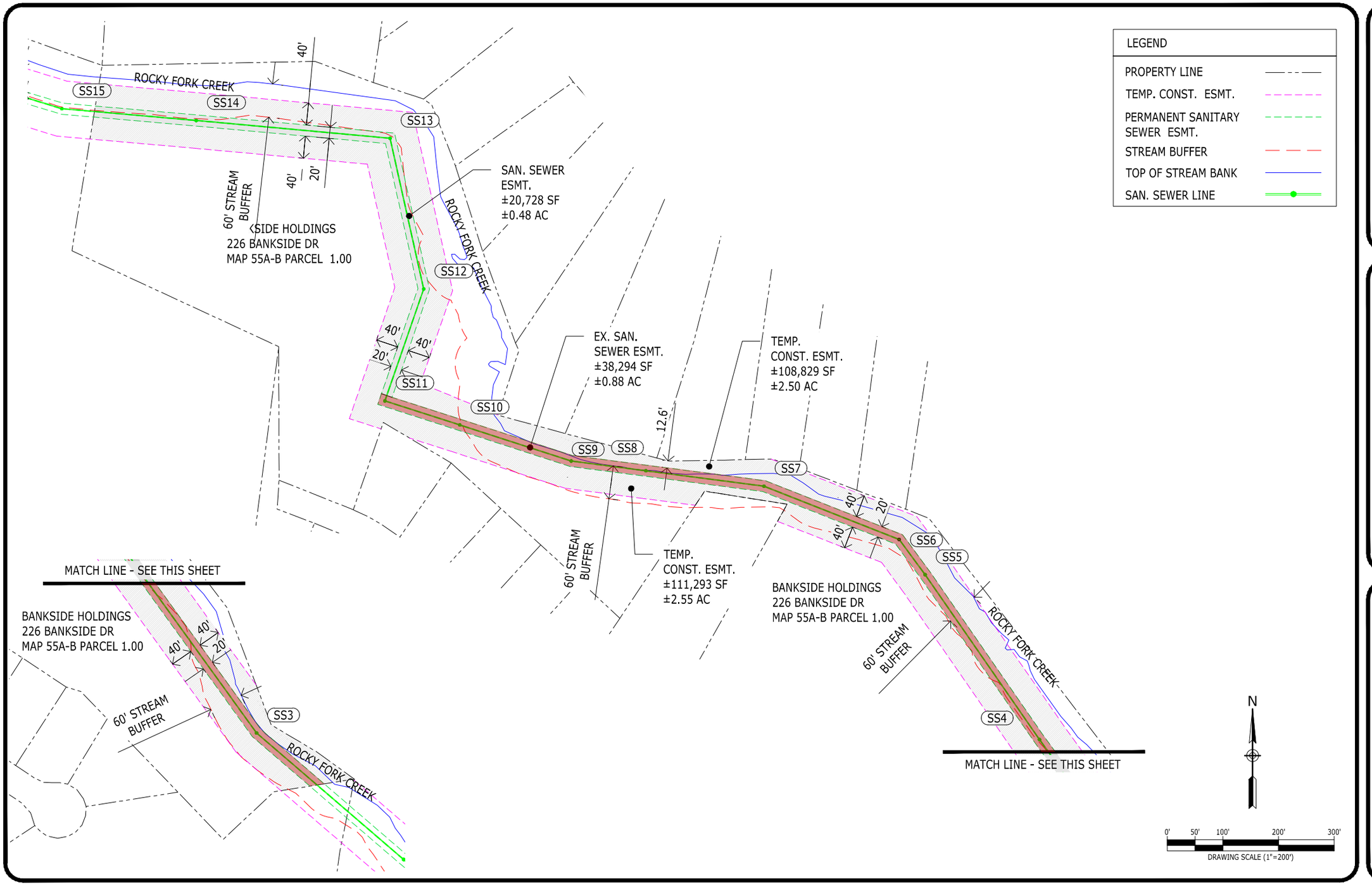
P:\2025\20250072_Goodall - Patterson Property\dwg\Exhibits\SitePlan\20250072_Util-Easements.dwg-9 EASEMENT Jan 09, 2026 dhaupert



PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 10 OF 13

PROJ # 20250072

DATE: 01/13/2026

ROCKY FORK CREEK SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst Design Group
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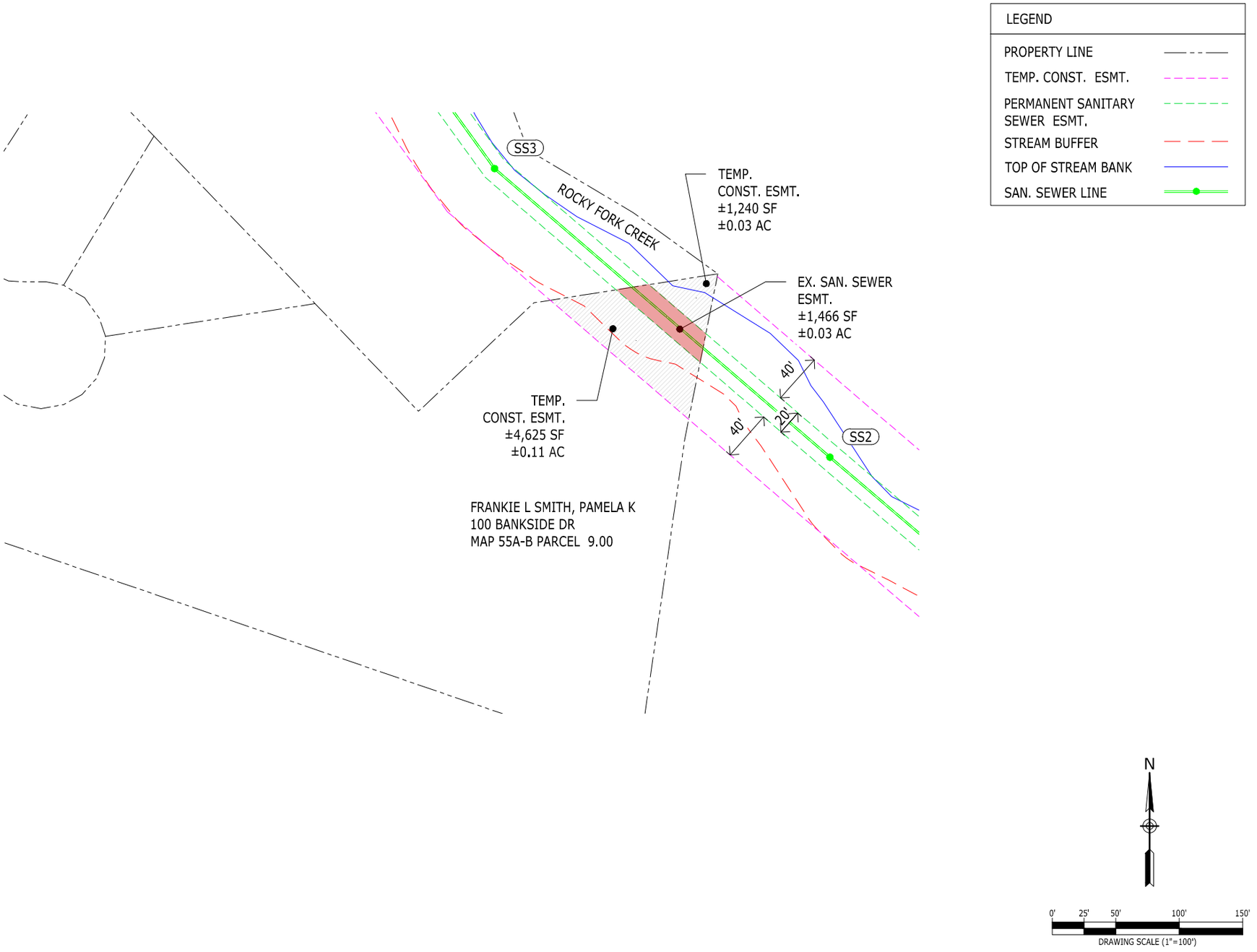
P:\2025\20250072_Goodall - Patterson Property\dwg\Exhibits\SitePlan\20250072_Util-Easements.dwg-10 EASEMENT Jan 09, 2026 dhaupert



PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 11 OF 13

PROJ # 20250072

DATE: 01/13/2026

ROCKY FORK CREEK
SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst Design Group
1524 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
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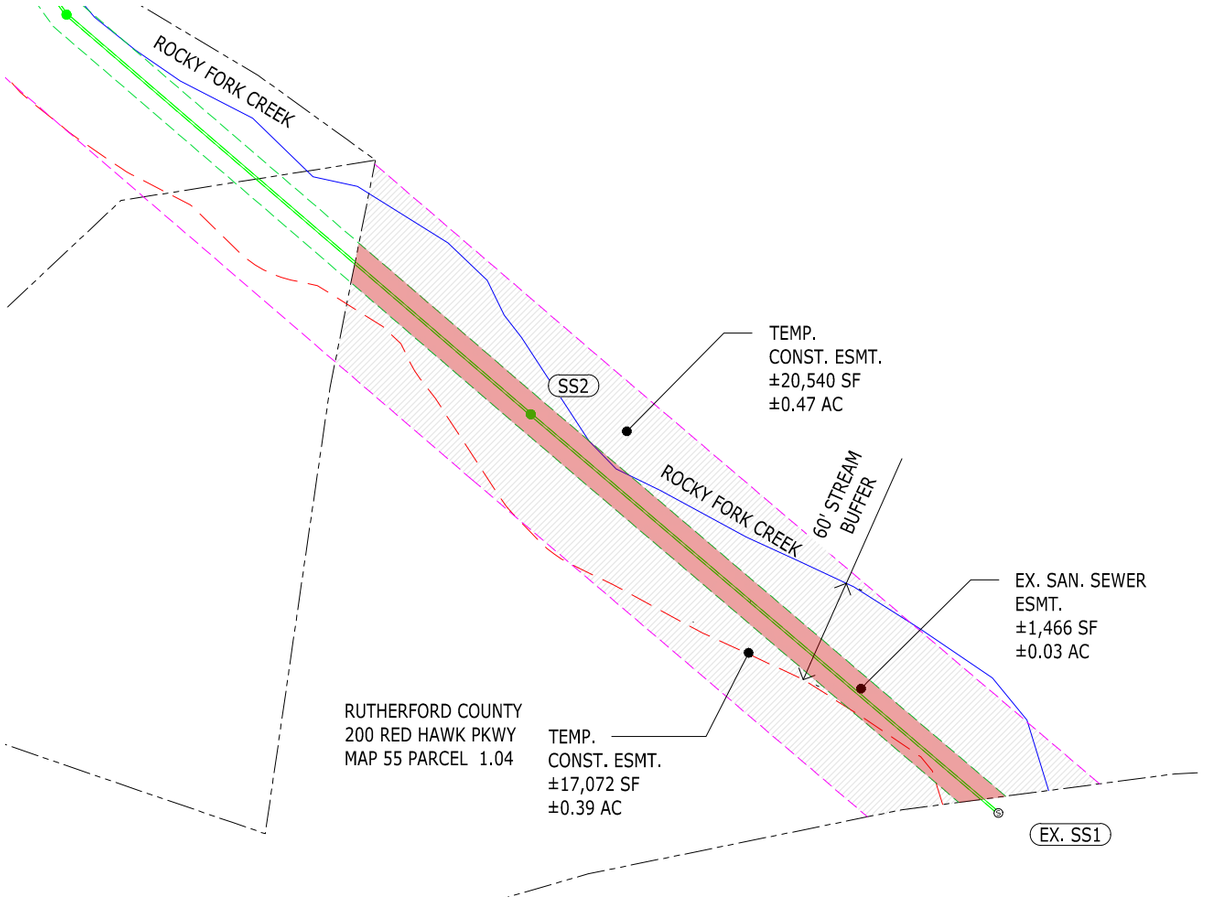
P:\2025\20250072_Goodall - Patterson Property\dwg\Exhibits\SitePlan\20250072_Util-Easements.dwg-11 EASEMENT Jan 09, 2026 dhaupert



LEGEND

- PROPERTY LINE
- TEMP. CONST. ESMT.
- PERMANENT SANITARY SEWER ESMT.
- STREAM BUFFER
- TOP OF STREAM BANK
- SAN. SEWER LINE

N

0' 25' 50' 100' 150'

DRAWING SCALE (1"=100')

PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 12 OF 13

PROJ # 20250072

DATE: 01/13/2026

ROCKY FORK CREEK
SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst Design Group
1524 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
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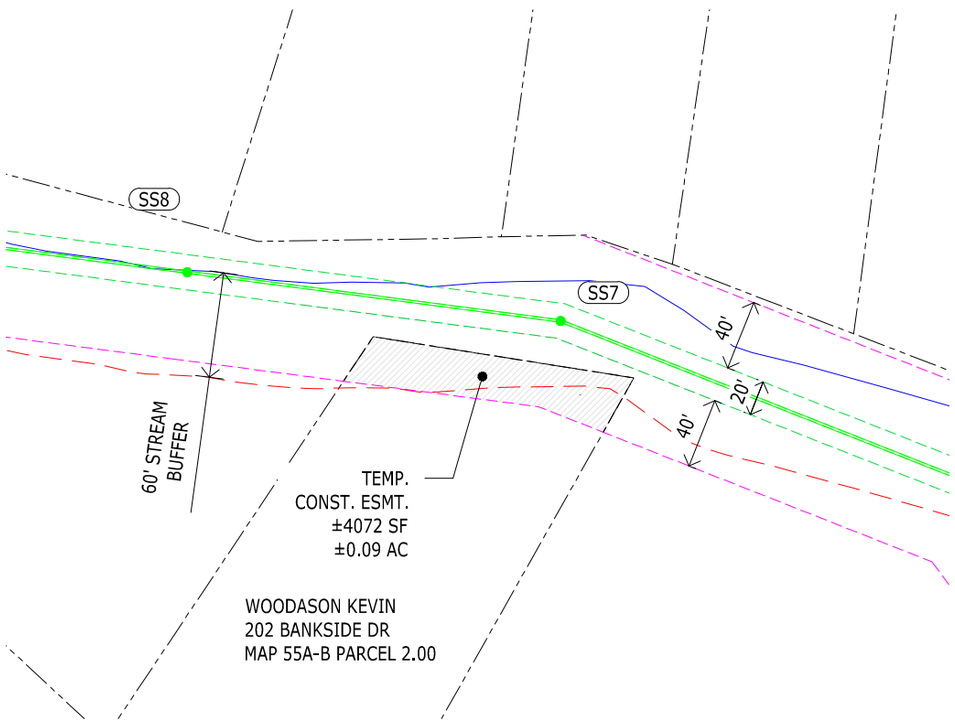
P:\2025\20250072_Goodall - Patterson Property\dwg\Exhibits\SitePlan\20250072_Util-Easements.dwg-12 EASEMENT Jan 09, 2026 dhaupert



LEGEND	
PROPERTY LINE	
TEMP. CONST. ESMT.	
PERMANENT SANITARY SEWER ESMT.	
STREAM BUFFER	
TOP OF STREAM BANK	
SAN. SEWER LINE	

N

0' 25' 50' 100' 150'

DRAWING SCALE (1"=100')

PRELIMINARY SANITARY SEWER EASEMENT EXHIBIT

DWG. NO. 13 OF 13

PROJ # 20250072

DATE: 01/13/2026

ROCKY FORK CREEK SANITARY SEWER EXTENTION

SMYRNA, TN 37167
RUTHERFORD COUNTY

Catalyst Design Group
1524 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
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TRAFFIC IMPACT STUDY

for

PATTERSON SMYRNA

TOWN OF SMYRNA, TENNESSEE

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PATTERSON SMYRNA
TRAFFIC IMPACT STUDY

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EXECUTIVE SUMMARY

INTRODUCTION

The proposed Patterson Smyrna development will be located south of Del Thomas Road and between Sam Hill Road and Rocky Fork Almaville Road in the Town of Smyrna, Tennessee. The site will consist of 162 detached single family units and 40 townhome units.

SITE TRAFFIC

The traffic impact of the Patterson Smyrna development is based upon a calculation of the number of vehicle trips that will enter and/or exit the site. An estimate of future traffic was generated according to the *Trip Generation Manual, 11th Edition* published by the Institute of Transportation Engineers (ITE). The trip generation for the Patterson Smyrna development is shown in the table below.

PATTERSON SMYRNA									
TRIP GENERATION									
Land Use	Land Use Code	Total Units	Daily Trips	A.M. Peak Hour			P.M. Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single Family Detached	210	162 Units	1,573	27	89	116	98	58	156
Multifamily (Low-Rise)	220	40 Units	332	8	27	35	24	14	38
Total Trip Generation			**1,905**	**35**	**116**	**151**	**122**	**72**	**194**

TRAFFIC ANALYSIS

The following public intersections were analyzed for capacity deficiencies and improvement needs:

- Rocky Fork Almaville Road at Del Thomas Road
- Rocky Fork Road at Rocky Fork Almaville Road
- Del Thomas Road at Project Access
- Rocky Fork Almaville Road at Courtyard Access / Kedron Church Road

For these intersections, the following traffic scenarios were analyzed, where applicable:

- 2025 Existing Traffic
- 2029 Background Traffic
- 2029 Total Traffic with all traffic projected in the study area, including Patterson Smyrna

CONCLUSIONS AND RECOMMENDATIONS

Rocky Fork Almaville Road at Del Thomas Road

- Traffic operations at this intersection will be characterized by level of service B during the a.m. peak hour and level of service C during the p.m. peak hour during background traffic conditions.

- No intersection control changes are recommended at this intersection due to the impact of the Patterson Smyrna development. It should be noted that this portion of Rocky Fork Almaville Road is not currently in the Town of Smyrna limits.

- Traffic operations at this intersection will be characterized by level of service C during the a.m. peak hour and the p.m. peak hour after full build-out of the Patterson Smyrna development.

- Traffic volume-based left turn lane warrant analysis were conducted for a northbound left turn lane on Rocky Fork Almaville Road at Del Thomas Road and it was determined a left turn lane is not expected to be warranted at this intersection.

- Traffic volume-based right turn lane warrant analysis were conducted for a southbound right turn lane on Rocky Fork Almaville Road at Del Thomas Road. It was determined a right turn lane is expected to be warranted at this intersection during the p.m. peak hour during total traffic conditions, which includes the traffic from background developments as well as the Patterson Smyrna development. The right turn lane warrant is expected to be met when approximately 50% of the Patterson Smyrna development is complete. The right turn lane would require the annexation of this portion of Rocky Fork Almaville Road and Del Thomas Road intersection to improve the intersection to Town standards. Additionally, the existing bridge that spans Rocky Fork Creek should be widened as part of a regional improvement to include the improvements at Rocky Fork Almaville Road and Rocky Fork Road.

Rocky Fork Road at Rocky Fork Almaville Road

- Traffic operations at this intersection will be characterized by level of service E during the a.m. peak hour and level of service F during the p.m. peak hour during background traffic conditions.

- No intersection control changes or additional laneage are recommended at this intersection due to the impact of the Patterson Smyrna development. It should be noted that this portion of Rocky Fork Almaville Road and Rocky Fork Road is not currently in the Town of Smyrna limits.

- Traffic operations at this intersection will be characterized by level of service F during the a.m. and p.m. peak hour after full build-out of the Patterson Smyrna development.

- Traffic volume-based left turn lane warrant analysis were conducted for a southbound left turn lane on Rocky Fork Almaville Road at Rocky Fork Road during background traffic conditions, and it was determined a left turn lane would be warranted at this intersection without the addition of the Patterson Smyrna development traffic. This is an indication that the Town of Smyrna should construct a southbound left turn lane on Rocky Fork Almaville Road at Rocky Fork Road.

- Traffic volume-based right turn lane warrant analysis were conducted for a northbound right turn lane on Rocky Fork Almaville Road at Rocky Fork Road and it was determined a right turn lane is not expected to be warranted at this intersection.

Del Thomas Road at Project Access

- Traffic operations at this intersection will be characterized by level of service A during the a.m. and p.m. peak hour after full build-out of the Patterson Smyrna development.

- The south leg of the intersection and portion of Del Thomas Road should be designed to meet the Town of Smyrna standards, with a minimum of one lane exiting and one lane entering.

- Traffic volume-based right turn lane warrant analysis was completed for an eastbound right turn lane on Del Thomas Road at the Project Access and it was determined a right turn lane is not expected to be warranted at this intersection.

- Traffic volume-based left turn lane warrant analysis was completed for a westbound left turn lane on Del Thomas Road at the Project Access and it was determined a left turn lane is not expected to be warranted at this intersection.

- During the design of the project access, it should be confirmed that there is the minimum sight distance available. Landscaping, monuments, and signage for the Patterson Smyrna Road development should be placed outside the right-of-way of Del Thomas Road and a minimum of 20 feet from the nearest edge of pavement on Del Thomas Road to preserve intersection sight lines.

Rocky Fork Almaville Road at Courtyard Access / Kedron Church Road

- Traffic operations at this intersection will be characterized by level of service C during the a.m. and p.m. peak hour during background traffic conditions.

- No intersection control changes are recommended at this intersection due to the impact of the Patterson Smyrna development. It should be noted that this portion of Rocky Fork Almaville Road is not currently in the Town of Smyrna limits.

- Traffic operations at this intersection will be characterized by level of service C during the a.m. p.m. peak hour after full build-out of the Patterson Smyrna development.

- Traffic volume-based right turn lane warrant analysis were conducted for a southbound right turn lane on Rocky Fork Almaville Road at Courtyard Access and it was determined a right turn lane is not expected to be warranted at this intersection.

- Traffic volume-based left turn lane warrant analysis were conducted for a northbound left turn lane on Rocky Fork Almaville Road at Courtyard Access. It was determined a left turn lane is expected to be warranted at this intersection during the p.m. peak hour during total traffic conditions, which includes the traffic from background developments as well as the Patterson Smyrna development. The left turn lane warrant is expected to be met when approximately 80% of the Patterson Smyrna development is complete.

I. INTRODUCTION

The purpose of this study is to analyze the transportation-related impacts due to the proposed Patterson Smyrna development located in the Town of Smyrna, Tennessee. This report has been requested by the Town of Smyrna staff in order to address transportation impacts and mitigating measures.

In order to evaluate and quantify the impacts of this development, an inventory of the existing roadway was carried out, along with an assessment of its adequacy. Based on the project schedule, a design year was established and system-wide growth rates were applied to existing traffic volumes. Site traffic was generated, distributed, and assigned to the roadway to quantify the site impact. Transportation analyses were performed in order to assess any site or non-site related impacts on the roadway. Finally, recommendations for roadway improvements and/or transportation system improvements were offered.

II. PROPOSED DEVELOPMENT

A. Project Description

As shown in Figure 1, the proposed Patterson Smyrna site is approximately 90.01 acres and located south of Del Thomas Road and between Sam Hill Road and Rocky Fork Almaville Road in the Town of Smyrna, Tennessee. The site is located on Parcels 020.00 and 020.01 of the Rutherford County Map 054. The proposed Patterson Smyrna site will consist of detached single-family units and townhomes. At the time of this report, the following land uses are proposed:

- 162 Detached Single Family Units
- 40 Townhomes

The property is bound by Del Thomas Road to the north, residential homes and Sam Hill Road to the west, residential homes and Rocky Fork Almaville Road to the east, and vacant land to the south.

Figure 2 shows the Patterson Smyrna Conceptual Layout.

B. Site Access

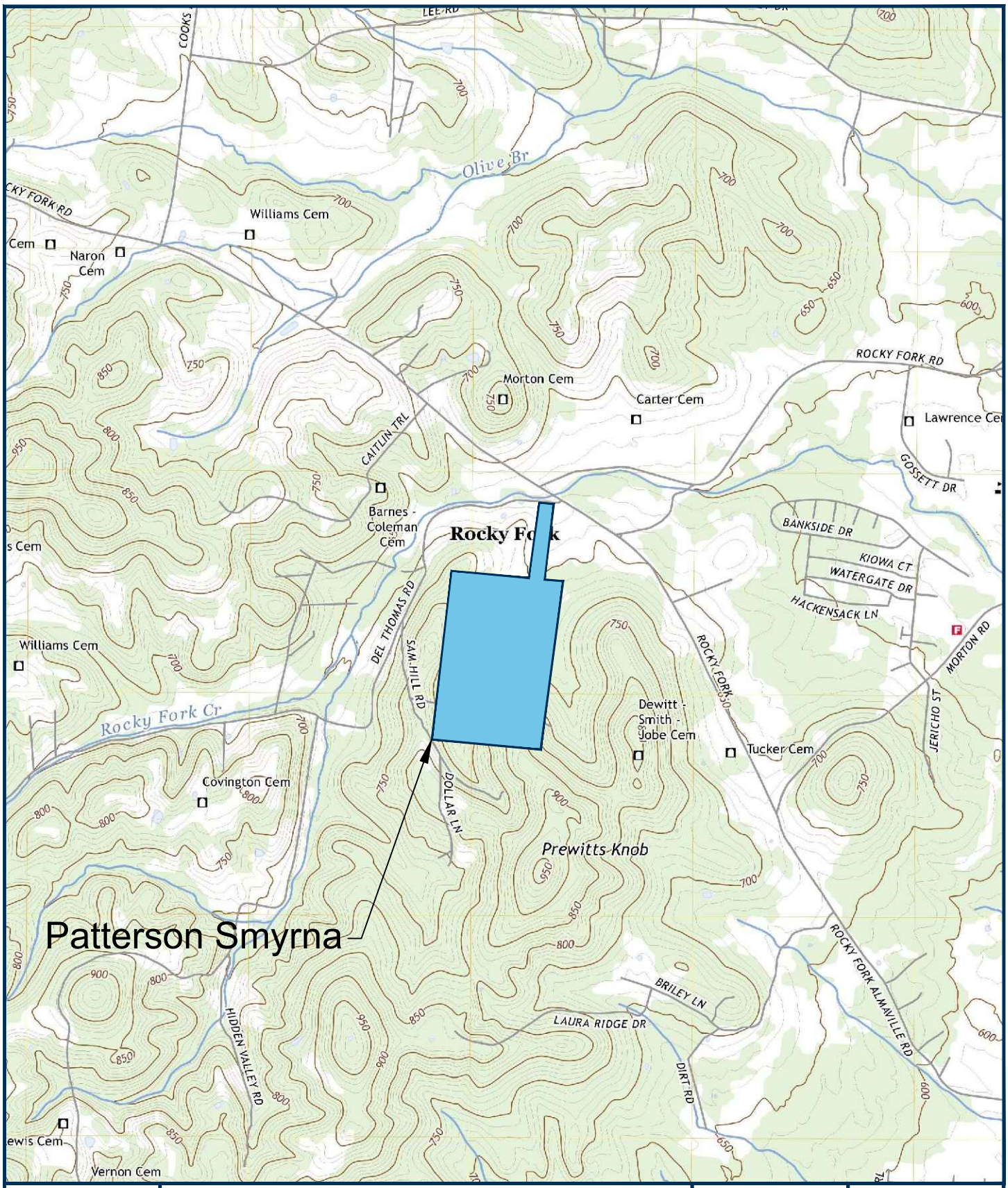
The conceptual layout shows that access to the Patterson Smyrna site will be provided at the following locations:

- Del Thomas Road Project Access: The proposed project access will be located on Del Thomas Road approximately 200 feet west of the Rocky Fork Almaville Road at Del Thomas Road intersection.

- Courtyards at Stewarts Creek Stub-Out: A secondary access will be provided via a proposed stub-out connection to the Courtyards at Stewarts Creek development. The Courtyards at Stewarts Creek development has access to Rocky Fork Almaville Road.

C. Phasing and Timing

For the analysis of this report, the full build-out of the Patterson Smyrna development has been assumed to occur in the year 2029. The year 2029 is established as the horizon year for this study.



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Patterson Smyrna

Location Map

Figure
1

SITE DATA

ACREAGE	± 102.0 AC
PROPOSED DENSITY	1.98 DU/AC
DENSITY WITHOUT 45.5 AC OPEN SPACE	3.58 DU/AC
TOWNHOMES (24’ X 52’)	40 UNITS
SINGLE FAMILY	162 TOTAL LOTS
11,000+ SF BUFFER LOTS	17 LOTS
INTERIOR LOTS (DO NOT ABUT RUTHERFORD COUNTY)	145 LOTS
	202 TOTAL UNITS
TOTAL OPEN SPACE	45.5 ACRES
PRESERVED OPEN SPACE	30.0 ACRES
COMMON OPEN SPACE	
REQUIRED	15.3 ACRES (15%)
PROVIDED	15.5 ACRES (15%)
IMPROVED OPEN SPACE (AS PART OF COMMON OPEN SPACE)	
REQUIRED	4.6 ACRES (30%)
PROVIDED	4.6 ACRES (30%)
OPEN SPACES TO BE MAINTAINED BY AN HOA	
PARKING	
TOWNHOMES	180 TOTAL SPACES (4.5 SP/UNIT)
	23 SURFACE SPACES
	157 DRIVEWAY SPACES
SINGLE FAMILY	4 DRIVEWAY SPACES PER RESIDENCE
AMENITY	24 SURFACE SPACES

PLANTINGS SHOWN ARE CONCEPTUAL IN NATURE; ALL LANDSCAPE TO COMPLY WITH TOWN OF SMYRNA REQUIREMENTS

LEGEND

	BUILDING ENVELOPE	LOT SF	MINIMUM DIMENSIONS	NUMBER OF LOTS
00	40’± X 75’±	7,000 SF +	56’ X 130’	40 (20%) + 40 TOWNHOME LOTS (20%)
00	40’± X 95’±	9,000 SF +	60’ X 150’	47 (23%)
00	40’± X 130’± (LOTS 12-20 AND 33-39 ACCOMMODATE A 52’ X 75’ BUILDING ENVELOPE)	11,000 SF +	56’ X 197’	75 (37%)

DEL THOMAS RD

ROCKY FORK ALMAVILLE RD

ENTRY MONUMENT SIGNAGE

REFER TO THE R.O.W. IMPROVEMENTS EXHIBIT FOR PUBLIC ROADWAY IMPROVEMENTS PLAN

ADJACENT PROPERTY OWNER: ZELENIK LOU ANN

STREAM

CABANA BUILDING WITH RESTROOMS AND MAIL CENTER. VIEW FROM ENTRY DRIVE

NEIGHBORHOOD AMENITY, INCLUSIVE OF POOL AND TOT LOT

POOL

PHASE 1

PHASE 2

PHASE 3

A

B

C

D

E

F

G

H

OPEN SPACE

20’ LANDSCAPE BUFFER

THE COURTYARDS AT STEWARTS CREEK

DU BOIS AVENUE (50’ ROW)

PRESERVED TREE COVER IN OPEN SPACE (TYP.)

OPEN SPACE MAINTAINED ALONG STREAM TO PRESERVE TREE COVER AND ACCOMMODATE WALKING TRAIL

STORMWATER TREATMENT, TYP.

AVG. 30’ STREAM BUFFER, TYP.

STORMWATER TREATMENT, TYP.

AVG. 30’ STREAM BUFFER, TYP.

760 ELEVATION LINE - LIMITS OF WATER SERVICE

EXISTING TREES TO BE PRESERVED (TYP.)

0 100’ 200’

GOODALL PATTERSON PROPERTY | conceptual site plan

SMYRNA, TN | JULY 2025

III. EXISTING CONDITIONS

A. Transportation System

The existing transportation system in the area is made up of arterial and local roadways which will provide regional and local access to the site. The roadways shown in Table 1 will comprise the study area for consideration of the traffic impact of the Patterson Smyrna development.

TABLE 1

EXISTING ROADWAY CHARACTERISTICS

Roadway Name	Designation	Classification[(1)]	Speed Limit	Lanes	Multimodal
Rocky Fork Almaville Road	Town Street	Minor Arterial	35	2	None
Rocky Fork Road	Town Street	Minor Arterial / Future Principal Arterial	35	2	None
Del Thomas Road	Town Street	Local Street	35	2	None

(1) Based on 2023 Major Thoroughfare Plan from the Town of Smyrna, Tennessee

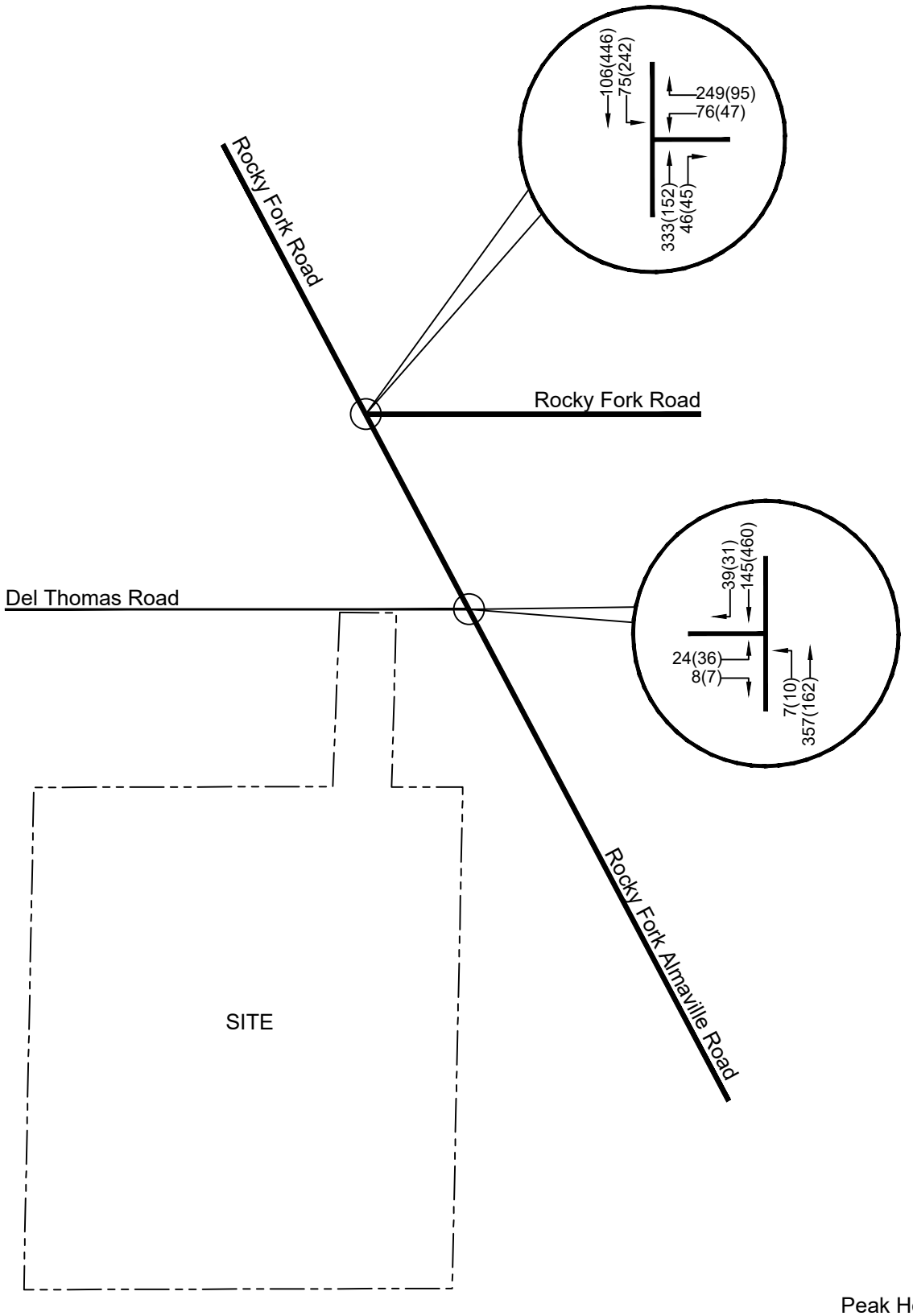
B. Traffic Volumes

The peak hour of the adjacent street traffic was used to determine the impact of the Patterson Smyrna development on the existing transportation system. Hourly traffic data was collected in April 2025 to identify the peak periods for analysis.

Turning movement traffic counts were collected at the following intersections:

- Rocky Fork Almaville Road at Del Thomas Road
- Rocky Fork Road at Rocky Fork Almaville Road

Existing peak hour traffic volumes are shown in Figure 3.



Peak Hours
AM (PM)

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2025 Existing Traffic Volumes

Figure
3

IV. FORECASTED BACKGROUND TRAFFIC

A. Introduction

Before any impacts to the study area could be addressed, some estimate of background traffic volumes for the horizon years had to be established. Background traffic volumes were established by segregating potential growth into two categories:

- Specific development traffic growth within the immediate study area
- Growth due to small scale development and/or general population growth

B. Specific Development Growth

Based on discussions with the Town of Smyrna staff and reviewing the Development Tracker GIS Map from the Town of Smyrna, there are three (3) specific developments in the general study area that will contribute new traffic to the system prior to the completion of the Patterson Smyrna development in 2029. The trip generation for the background projects are shown in Table 2. Additional information about the background developments can be found in the appendix of this report.

TABLE 2

TRIP GENERATION: BACKGROUND DEVELOPMENTS

Development [1]	Daily Trips	A.M. Peak Hour			P.M. Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
The Courtyards at Stewarts Creek	944	16	54	70	58	35	93
Rocky Fork Almaville Road Annexation	869	15	49	64	53	32	85
Tuckers Pointe	901	19	60	79	59	36	95
Total Trip Generation	**2,714**	**50**	**163**	**213**	**170**	**103**	**273**

[1] Source: Town of Smyrna's Development Tracker

C. Annual Growth

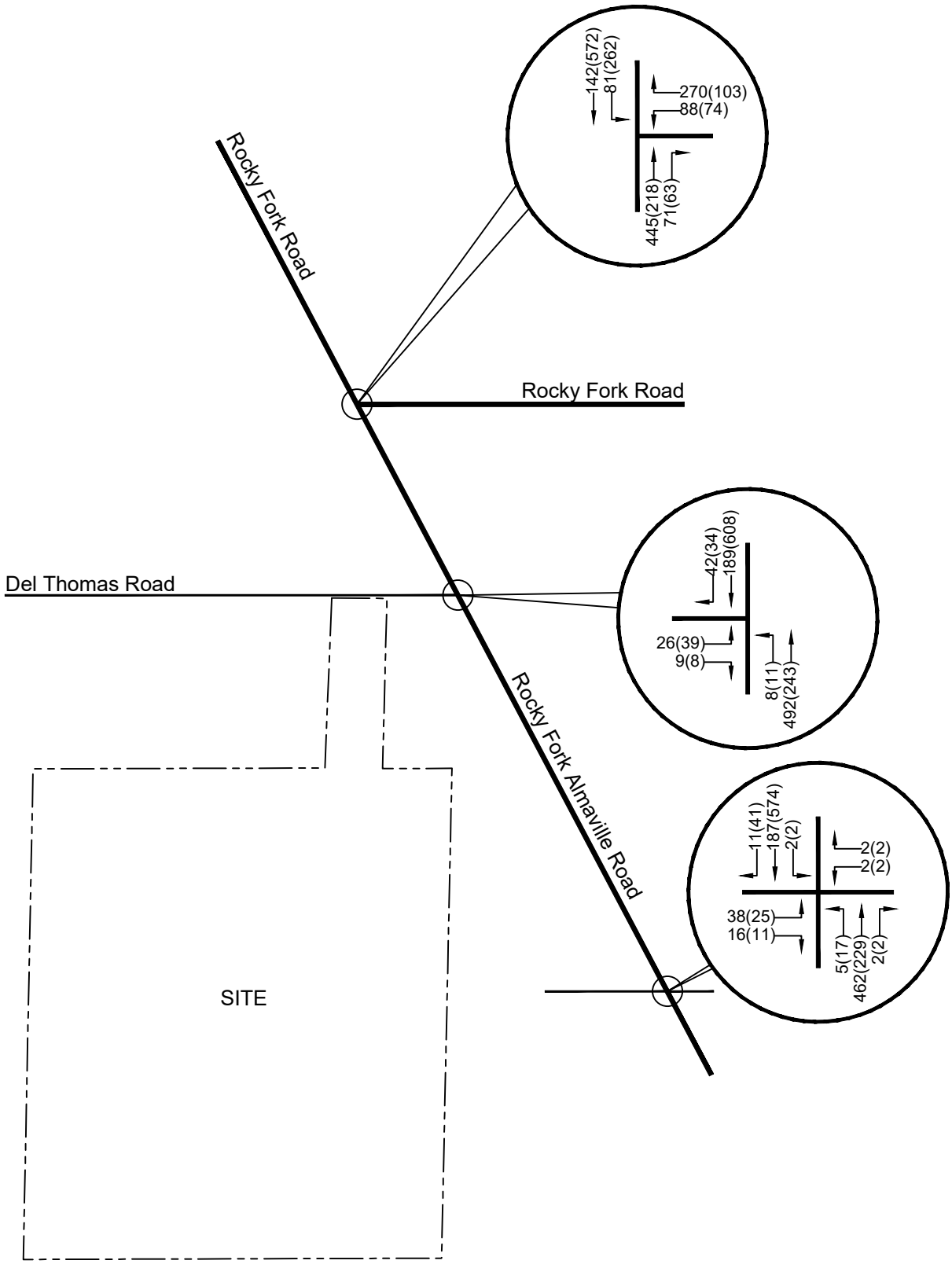
To establish background traffic volumes, TDOT historical traffic was obtained in the study area along Rocky Fork Almaville Road. Based upon linear regression analysis of the historical traffic data, the annual growth rate in the area is approximately 7 percent. However, due to the background development's daily traffic of approximately 2,500 trips being added to the study area with existing 3,251 daily trips, a conservative ***2 percent annual growth rate*** will be used as the base growth for the existing traffic volumes.

D. Background Traffic Summary

Background traffic for the future traffic forecasts was compiled based on the following:

- Existing traffic count data
- Specific background developments: The Courtyards at Stewarts Creek, Rocky Fork Almaville Road Annexation, and Tuckers Pointe
- 2% annual increase of traffic volumes for the period from 2025 to 2029

Background traffic volumes on the study area roadways, representing existing traffic volumes plus background growth, for the year 2029 are shown in Figure 4.



Peak Hours
AM (PM)

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Patterson Smyrna

2029 Background Traffic Volumes

Figure
4

V. PROPOSED SITE TRAFFIC

A. Site Trip Generation

In order to quantify site-related impacts within the study area, some estimates of site trip generation and traffic assignment had to be established. Trip generation rates for the development were established using information for the weekday a.m. and p.m. peak hour of the adjacent street as shown in the ITE *Trip Generation Manual, 11th Edition*.

The trip generation for the Patterson Smyrna development is shown in Table 3.

TABLE 3

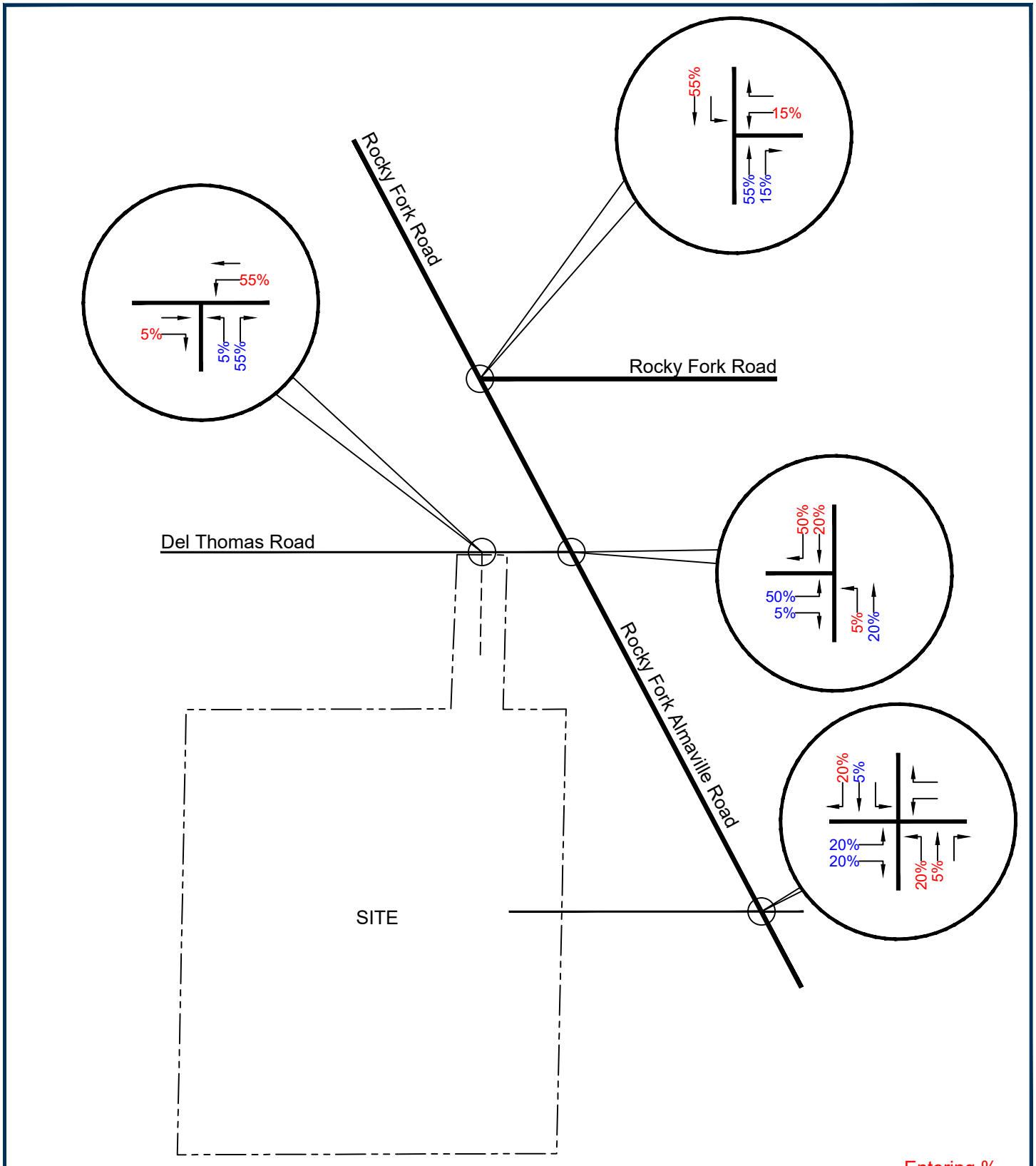
TRIP GENERATION

Land Use	Land Use Code	Total Units	Daily Trips	A.M. Peak Hour			P.M. Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single Family Detached	210	162 Units	1,573	27	89	116	98	58	156
Multifamily (Low-Rise)	220	40 Units	332	8	27	35	24	14	38
Total Trip Generation			**1,905**	**35**	**116**	**151**	**122**	**72**	**194**

B. Site Trip Distribution and Assignment

Site trips were distributed based primarily upon the prevalent commuter traffic patterns in the area and the proximity and routes to major transportation facilities. Figure 5 shows the distribution of the site trips for the Patterson Smyrna development.

Site traffic volumes generated by the Patterson Smyrna development in the horizon year 2029 are shown in Figure 6. The accumulation of existing, background growth, and site-generated traffic for the horizon year 2029 is shown in Figure 7.



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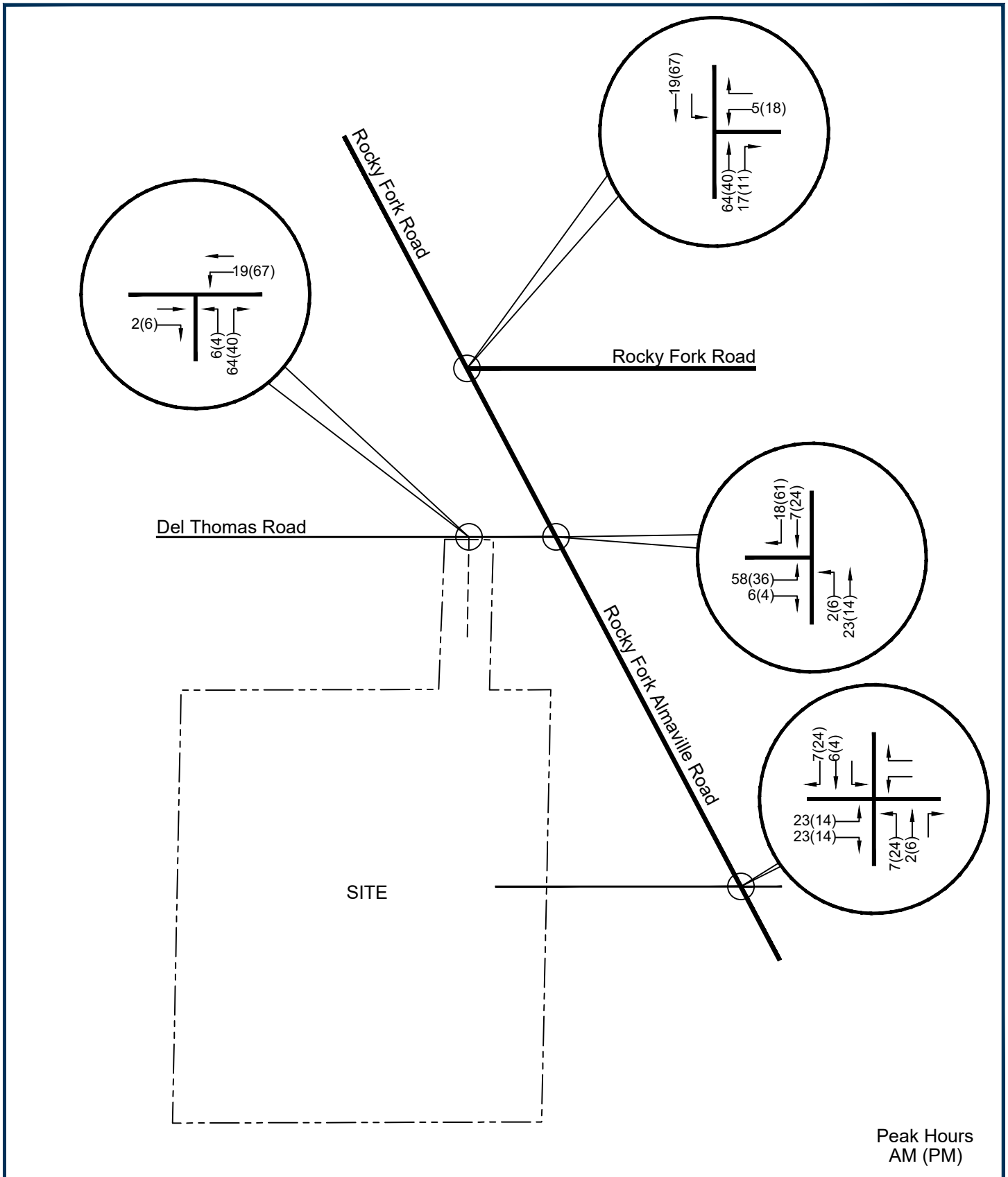
Site Trip Distribution

Figure
5



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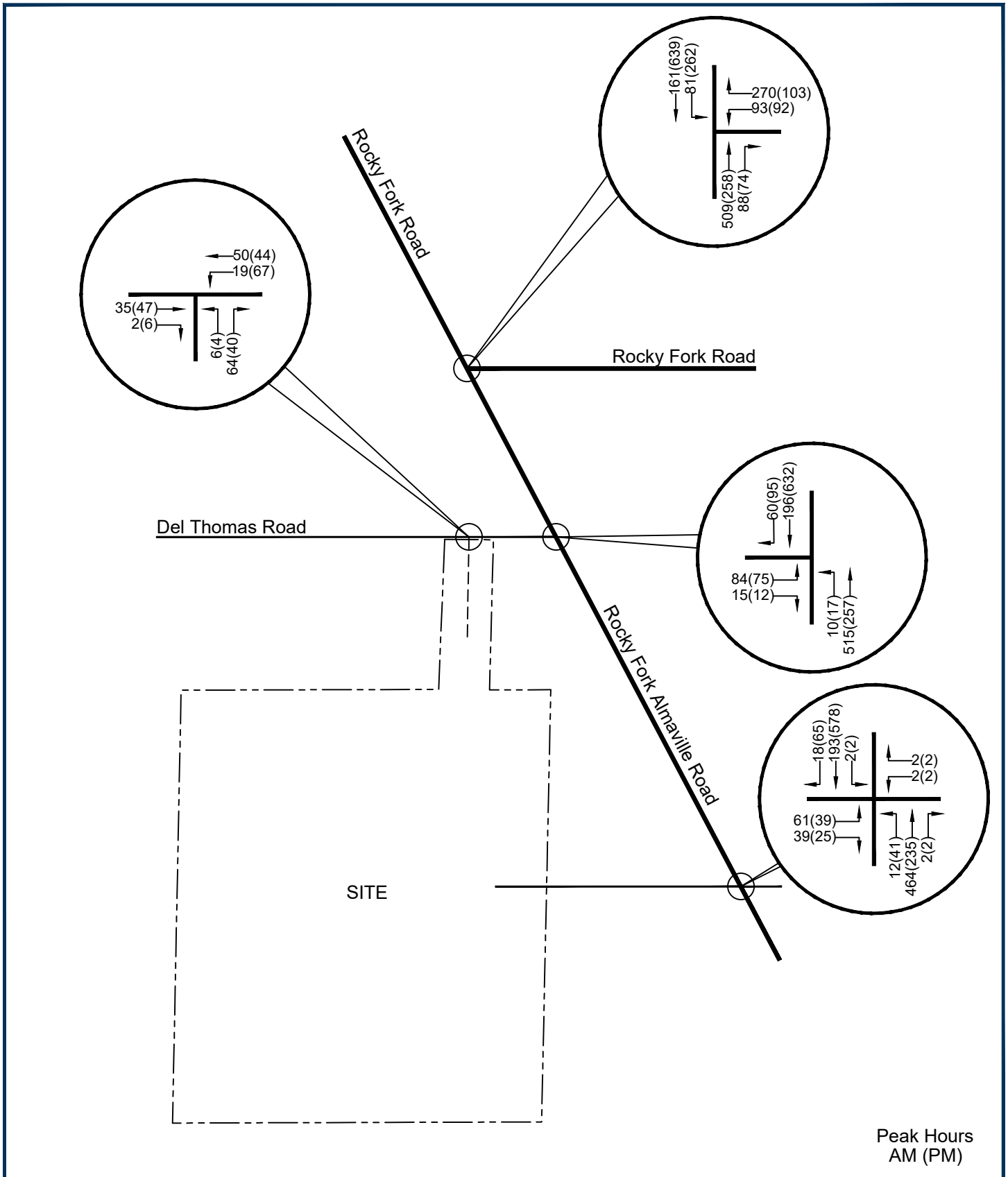
Patterson Smyrna

Site Traffic Volumes

Figure
6



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Patterson Smyrna

2029 Total Traffic Volumes

Figure
7

VI. TRANSPORTATION ANALYSIS

A. Intersection Capacity Analysis

In order to gauge the site impact and identify capacity deficiencies, intersection capacity analyses were conducted at the proposed Patterson Smyrna development study area intersections. Capacity analyses were conducted according to the methodology and procedures outlined in the *Highway Capacity Manual*, HCM 7th Edition, published by Transportation Research Board. Intersections were analyzed for capacity deficiencies and geometric improvement needs during the a.m. and p.m. peak hours for existing, background and total traffic conditions.

Level of service (LOS) criteria for unsignalized intersections is shown in Table 4 below.

TABLE 4

LEVEL OF SERVICE DESCRIPTIONS FOR UNSIGNALIZED INTERSECTIONS

Level of Service	Description	Control Delay (sec. /veh.)
A	Usually no conflicting traffic	0 - 10
B	Occasionally some delay due to conflicting traffic	> 10 - 15
C	Delay is noticeable but not inconveniencing	> 15 - 25
D	Delay is noticeable and irritating, increased risk taking	> 25 - 35
E	Delay approaches tolerance level, risk taking likely	> 35 - 50
F	Delay exceeds tolerance level, high likelihood of risk taking	> 50

Source: Highway Capacity Manual, HCM 7th Edition

Capacity analysis results for the a.m. peak hour are shown in Table 5.

TABLE 5

INTERSECTION CAPACITY RESULTS – A.M. PEAK HOUR

Intersection	Condition(1)	Level of Service (avg. delay/vehicle – sec.)		
		2025 Existing	2029 Background	2029 Total
Rocky Fork Almaville Road at Del Thomas Road	NB Left	A (7.7)	A (7.8)	A (7.9)
	TWSC EB	B (12.51)	B (14.93)	C (19.99)
Rocky Fork Road at Rocky Fork Almaville Road	SB Left	A (8.3)	A (8.8)	A (9.1)
	TWSC WB	C (19.61)	E (36.70)	F (57.40)
Rocky Fork Almaville Road at Courtyard Access / Kedron Church Road	SB Left	-	A (8.4)	A (8.4)
	TWSC WB	-	B (13.67)	B (14.12)
	NB Left	-	A (7.7)	A (7.7)
	TWSC EB	-	C (15.31)	C (16.58)
Del Thomas Road at Project Access	WB Left	-	-	A (7.3)
	TWSC NB	-	-	A (8.87)

(1) TWSC = Two-way Stop Control

Capacity analysis results for the p.m. peak hour are shown in Table 6.

TABLE 6

INTERSECTION CAPACITY RESULTS – P.M. PEAK HOUR

Intersection	Condition[1]	Level of Service (avg. delay/vehicle – sec.)		
		2025 Existing	**2029** Background	**2029 Total**
Rocky Fork Almaville Road at Del Thomas Road	NB Left	A (8.4)	A (8.9)	A (9.3)
	TWSC EB	B (14.25)	C (18.37)	C (23.97)
Rocky Fork Road at Rocky Fork Almaville Road	SB Left	A (8.3)	A (8.7)	A (8.9)
	TWSC WB	C (23.88)	F (108.28)	F (297.47)
Rocky Fork Almaville Road at Courtyard Access / Kedron Church Road	SB Left	-	A (7.7)	A (7.8)
	TWSC WB	-	B (14.87)	C (16.31)
	NB Left	-	A (9.0)	A (9.2)
	TWSC EB	-	C (19.89)	C (23.75)
Del Thomas Road at Project Access	WB Left	-	-	A (7.4)
	TWSC NB	-	-	A (8.85)

[1] TWSC = Two-way Stop Control

B. Turn Lane Warrants

The National Cooperative Highway Research Program (NCHRP) Report 467 provides guidance for evaluating intersection improvements at unsignalized intersections. Specific volume-based warrants have been checked to evaluate the need for right turn and left turn deceleration and storage lanes.

Table 7 below details pertinent right turn lane warrant information for applicable intersections in the study area during 2029 Background Traffic Conditions.

TABLE 7

RIGHT TURN LANE WARRANT ANALYSIS – 2029 BACKGROUND TRAFFIC CONDITIONS

Location	Peak Hour	Advancing Volume	Right Turn Volume	Speed (mph)	Right Turn Lane Warranted[1]
Rocky Fork Almaville Road (SB) at Del Thomas Road	A.M.	231	42	35	No
	P.M.	642	34		No
Rocky Fork Road at Rocky Fork Almaville Road (NB)	A.M.	516	71	35	No
	P.M.	281	63		No
Rocky Fork Almaville Road (SB) at Courtyard Access / Kedron Church Road	A.M.	198	11	35	No
	P.M.	615	41		No

[1] Evaluating Intersection Improvements: An Engineering Study Guide, NCHRP Report 467 Transportation Research Board, pg. 22-23

Table 8 below details pertinent right turn lane warrant information for applicable intersections in the study area during 2029 Total Traffic Conditions.

TABLE 8

RIGHT TURN LANE WARRANT ANALYSIS – 2029 TOTAL TRAFFIC CONDITIONS

Location	Peak Hour	Advancing Volume	Right Turn Volume	Speed (mph)	Right Turn Lane Warranted[1]
Rocky Fork Almaville Road (SB) at Del Thomas Road	A.M.	256	60	35	No
	P.M.	727	95		Yes
Rocky Fork Road at Rocky Fork Almaville Road (NB)	A.M.	597	88	35	No
	P.M.	332	74		No
Rocky Fork Almaville Road (NB) at Courtyard Access / Kedron Church Road	A.M.	211	18	35	No
	P.M.	643	65		No
Del Thomas Road (EB) at Project Access	A.M.	37	2	35	No
	P.M.	53	6		No

[1] Evaluating Intersection Improvements: An Engineering Study Guide, NCHRP Report 467 Transportation Research Board, pg. 22-23

Table 9 below details pertinent left turn lane warrant information for applicable intersections in the study area during 2029 Background Traffic Conditions.

TABLE 9

LEFT TURN LANE WARRANT ANALYSIS – 2029 BACKGROUND TRAFFIC CONDITIONS

Location	Peak Hour	Advancing Volume	Opposing Volume	L%	Speed (mph)	Left Turn Lane Warranted[1]
Rocky Fork Almaville Road (NB) at Del Thomas Road	A.M.	500	231	1.6%	35	No
	P.M.	254	642	4.3%		No
Rocky Fork Road (SB) at Rocky Fork Almaville Road	A.M.	223	516	36.3%	35	Yes
	P.M.	834	281	31.4%		Yes
Rocky Fork Almaville Road (NB) at Courtyard Access	A.M.	469	198	1.1%	35	No
	P.M.	248	615	6.9%		No

[1] Evaluating Intersection Improvements: An Engineering Study Guide, NCHRP Report 457 Transportation Research Board, pg. 21-22

Table 10 below details pertinent left turn lane warrant information for applicable intersections in the study area during 2029 Total Traffic Conditions.

TABLE 10

LEFT TURN LANE WARRANT ANALYSIS – 2029 TOTAL TRAFFIC CONDITIONS

Location	Peak Hour	Advancing Volume	Opposing Volume	L%	Speed (mph)	Left Turn Lane Warranted[(1)]
Rocky Fork Almaville Road (NB) at Del Thomas Road	A.M.	525	256	1.9%	35	No
	P.M.	274	727	6.2%		No
Rocky Fork Road (SB) at Rocky Fork Almaville Road	A.M.	242	597	33.5%	35	Yes
	P.M.	901	332	29.1%		Yes
Rocky Fork Almaville Road (NB) at Courtyard Access	A.M.	478	211	2.5%	35	No
	P.M.	278	643	14.9%		Yes
Del Thomas Road (WB) at Project Access	A.M.	69	37	27.5%	35	No
	P.M.	111	53	60.4%		No

(1) Evaluating Intersection Improvements: An Engineering Study Guide, NCHRP Report 457 Transportation Research Board, pg. 21-22

VII. CONCLUSIONS AND RECOMMENDATIONS

A. Rocky Fork Almaville Road at Del Thomas Road

- Traffic operations at this intersection will be characterized by level of service B during the a.m. peak hour and level of service C during the p.m. peak hour during background traffic conditions.

- No intersection control changes are recommended at this intersection due to the impact of the Patterson Smyrna development. It should be noted that this portion of Rocky Fork Almaville Road is not currently in the Town of Smyrna limits.

- Traffic operations at this intersection will be characterized by level of service C during the a.m. peak hour and the p.m. peak hour after full build-out of the Patterson Smyrna development.

- Traffic volume-based left turn lane warrant analysis were conducted for a northbound left turn lane on Rocky Fork Almaville Road at Del Thomas Road and it was determined a left turn lane is not expected to be warranted at this intersection.

- Traffic volume-based right turn lane warrant analysis were conducted for a southbound right turn lane on Rocky Fork Almaville Road at Del Thomas Road. It was determined a right turn lane is expected to be warranted at this intersection during the p.m. peak hour during total traffic conditions, which includes the traffic from background developments as well as the Patterson Smyrna development. The right turn lane warrant is expected to be met when approximately 50% of the Patterson Smyrna development is complete. The right turn lane would require the annexation of this portion of Rocky Fork Almaville Road and Del Thomas Road intersection to improve the intersection to Town standards. Additionally, the existing bridge that spans Rocky Fork Creek should be widened as part of a regional improvement to include the improvements at Rocky Fork Almaville Road and Rocky Fork Road.

B. Rocky Fork Road at Rocky Fork Almaville Road

- Traffic operations at this intersection will be characterized by level of service E during the a.m. peak hour and level of service F during the p.m. peak hour during background traffic conditions.

- No intersection control changes or additional laneage are recommended at this intersection due to the impact of the Patterson Smyrna development. It should be noted that this portion of Rocky Fork Almaville Road and Rocky Fork Road is not currently in the Town of Smyrna limits.

- Traffic operations at this intersection will be characterized by level of service F during the a.m. and p.m. peak hour after full build-out of the Patterson Smyrna development.

- Traffic volume-based left turn lane warrant analysis were conducted for a southbound left turn lane on Rocky Fork Almaville Road at Rocky Fork Road during background traffic conditions, and it was determined a left turn lane would be warranted at this intersection without the addition of the Patterson Smyrna development traffic. This is an indication that the Town of Smyrna should construct a southbound left turn lane on Rocky Fork Almaville Road at Rocky Fork Road.

- Traffic volume-based right turn lane warrant analysis were conducted for a northbound right turn lane on Rocky Fork Almaville Road at Rocky Fork Road and it was determined a right turn lane is not expected to be warranted at this intersection.

C. Del Thomas Road at Project Access

- Traffic operations at this intersection will be characterized by level of service A during the a.m. and p.m. peak hour after full build-out of the Patterson Smyrna development.

- The south leg of the intersection and portion of Del Thomas Road should be designed to meet the Town of Smyrna standards, with a minimum of one lane exiting and one lane entering.

- Traffic volume-based right turn lane warrant analysis was completed for an eastbound right turn lane on Del Thomas Road at the Project Access and it was determined a right turn lane is not expected to be warranted at this intersection.

- Traffic volume-based left turn lane warrant analysis was completed for a westbound left turn lane on Del Thomas Road at the Project Access and it was determined a left turn lane is not expected to be warranted at this intersection.

- During the design of the project access, it should be confirmed that there is the minimum sight distance available. Landscaping, monuments, and signage for the Patterson Smyrna Road development should be placed outside the right-of-way of Del Thomas Road and a minimum of 20 feet from the nearest edge of pavement on Del Thomas Road to preserve intersection sight lines.

D. Rocky Fork Almaville Road at Courtyard Access / Kedron Church Road

- Traffic operations at this intersection will be characterized by level of service C during the a.m. and p.m. peak hour during background traffic conditions.

- No intersection control changes are recommended at this intersection due to the impact of the Patterson Smyrna development. It should be noted that this portion of Rocky Fork Almaville Road is not currently in the Town of Smyrna limits.

- Traffic operations at this intersection will be characterized by level of service C during the a.m. p.m. peak hour after full build-out of the Patterson Smyrna development.

- Traffic volume-based right turn lane warrant analysis were conducted for a southbound right turn lane on Rocky Fork Almaville Road at Courtyard Access and it was determined a right turn lane is not expected to be warranted at this intersection.

- Traffic volume-based left turn lane warrant analysis were conducted for a northbound left turn lane on Rocky Fork Almaville Road at Courtyard Access. It was determined a left turn lane is expected to be warranted at this intersection during the p.m. peak hour during total traffic conditions, which includes the traffic from background developments as well as the Patterson Smyrna development. The left turn lane warrant is expected to be met when approximately 80% of the Patterson Smyrna development is complete.

APPENDIX

A. TRAFFIC COUNTS

B. TRIP GENERATION & TRAFFIC DERIVATION WORKSHEETS

C. CAPACITY ANALYSIS WORKSHEETS – EXISTING TRAFFIC

D. CAPACITY ANALYSIS WORKSHEETS – BACKGROUND TRAFFIC

E. CAPACITY ANALYSIS WORKSHEETS – TOTAL TRAFFIC

APPENDIX A

TRAFFIC COUNTS

Peak Hour Turning Movement Count

Smyrna, TN

Click here for Map

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Thursday, April 24, 2025		
Mostly Cloudy		68°F
Period	0600 - 0900	APPLY
Peak Hour	0700 - 0800	APPLY
Global PH	0700 - 0800	APPLY

* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume

All vehicles

	Northbound						Southbound						Eastbound												
	Rocky Fork Almaville Rd (South)						Rocky Fork Almaville Rd (North)						Del Thomas Rd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	1.1	1.2			1.3	Total		1.4	1.5		1.6	Total	1.7		1.8		1.9	Total						Total	Total
0700 - 0715	2	96	-	-	0	98	-	29	6	-	0	35	11	-	1	-	0	12	-	-	-	-	-	0	145
0715 - 0730	3	84	-	-	0	87	-	38	9	-	0	47	5	-	4	-	0	9	-	-	-	-	-	0	143
0730 - 0745	2	96	-	-	0	98	-	45	14	-	0	59	5	-	2	-	0	7	-	-	-	-	-	0	164
0745 - 0800	0	81	-	-	0	81	-	33	10	-	0	43	3	-	1	-	0	4	-	-	-	-	-	0	128
Total	7	357	0	0	0	364	0	145	39	0	0	184	24	0	8	0	0	32	0	0	0	0	0	0	580
Approach %	1.92	98.08	0.00	0.00	0.00	-	0.00	78.80	21.20	0.00	0.00	-	75.00	0.00	25.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.58	0.93	0.00	0.00	0.00	**0.93**	0.00	0.81	0.70	0.00	0.00	**0.78**	0.55	0.00	0.50	0.00	0.00	**0.67**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.88**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound												
	Rocky Fork Almaville Rd (South)						Rocky Fork Almaville Rd (North)						Del Thomas Rd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	1.1	1.2			1.3	Total		1.4	1.5		1.6	Total	1.7		1.8		1.9	Total						Total	Total
0700 - 0715	1	95	-	-	0	96	-	26	6	-	0	32	11	-	0	-	0	11	-	-	-	-	-	0	139
0715 - 0730	3	81	-	-	0	84	-	36	9	-	0	45	5	-	4	-	0	9	-	-	-	-	-	0	138
0730 - 0745	2	89	-	-	0	91	-	44	14	-	0	58	5	-	2	-	0	7	-	-	-	-	-	0	156
0745 - 0800	0	78	-	-	0	78	-	32	10	-	0	42	3	-	1	-	0	4	-	-	-	-	-	0	124
Total	6	343	0	0	0	349	0	138	39	0	0	177	24	0	7	0	0	31	0	0	0	0	0	0	557
Approach %	1.72	98.28	0.00	0.00	0.00	-	0.00	77.97	22.03	0.00	0.00	-	77.42	0.00	22.58	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.50	0.90	0.00	0.00	0.00	**0.91**	0.00	0.78	0.70	0.00	0.00	**0.76**	0.55	0.00	0.44	0.00	0.00	**0.70**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.89**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound												
	Rocky Fork Almaville Rd (South)						Rocky Fork Almaville Rd (North)						Del Thomas Rd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	1.1	1.2			1.3	Total		1.4	1.5		1.6	Total	1.7		1.8		1.9	Total						Total	Total
0700 - 0715	1	1	-	-	0	2	-	3	0	-	0	3	0	-	1	-	0	1	-	-	-	-	-	0	6
0715 - 0730	0	3	-	-	0	3	-	2	0	-	0	2	0	-	0	-	0	0	-	-	-	-	-	0	5
0730 - 0745	0	7	-	-	0	7	-	1	0	-	0	1	0	-	0	-	0	0	-	-	-	-	-	0	8
0745 - 0800	0	3	-	-	0	3	-	1	0	-	0	1	0	-	0	-	0	0	-	-	-	-	-	0	4
Total	1	14	0	0	0	15	0	7	0	0	0	7	0	0	1	0	0	1	0	0	0	0	0	0	23
Approach %	6.67	93.33	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	0.00	0.00	100.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.25	0.50	0.00	0.00	0.00	**0.54**	0.00	0.58	0.00	0.00	0.00	**0.58**	0.00	0.00	0.25	0.00	0.00	**0.25**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.72**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound												
	Rocky Fork Almaville Rd (South)						Rocky Fork Almaville Rd (North)						Del Thomas Rd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	1.1	1.2			1.3	Total		1.4	1.5		1.6	Total	1.7		1.8		1.9	Total						Total	Total
0700 - 0715	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
0715 - 0730	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
0730 - 0745	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
0745 - 0800	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Bicycles

	Northbound						Southbound						Eastbound												
	Rocky Fork Almaville Rd (South)						Rocky Fork Almaville Rd (North)						Del Thomas Rd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	1.1	1.2			1.3	Total		1.4	1.5		1.6	Total	1.7		1.8		1.9	Total						Total	Total
0700 - 0715	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
0715 - 0730	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
0730 - 0745	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
0745 - 0800	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Click here for Map

Smyrna, TN

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Thursday, April 24, 2025		
Mostly Cloudy		68°F
Period	1600 - 1800	APPLY
Peak Hour	1630 - 1730	APPLY
Global PH	1630 - 1730	APPLY

* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume

All vehicles

	Northbound						Southbound						Eastbound												
	Rocky Fork Almaville Rd (South)						Rocky Fork Almaville Rd (North)						Del Thomas Rd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	1.1	1.2			1.3	Total		1.4	1.5		1.6	Total	1.7		1.8		1.9	Total						Total	Total
1630 - 1645	4	47	-	-	0	51	-	99	10	-	0	109	10	-	2	-	0	12	-	-	-	-	-	0	172
1645 - 1700	0	30	-	-	0	30	-	129	4	-	0	133	12	-	4	-	0	16	-	-	-	-	-	0	179
1700 - 1715	3	48	-	-	0	51	-	109	7	-	0	116	6	-	0	-	0	6	-	-	-	-	-	0	173
1715 - 1730	3	37	-	-	0	40	-	123	10	-	0	133	9	-	1	-	0	10	-	-	-	-	-	0	183
Total	10	162	0	0	0	172	0	460	31	0	0	491	37	0	7	0	0	44	0	0	0	0	0	0	707
Approach %	5.81	94.19	0.00	0.00	0.00	-	0.00	93.69	6.31	0.00	0.00	-	84.09	0.00	15.91	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.63	0.84	0.00	0.00	0.00	**0.84**	0.00	0.89	0.78	0.00	0.00	**0.92**	0.77	0.00	0.44	0.00	0.00	**0.69**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.97**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound												
	Rocky Fork Almaville Rd (South)						Rocky Fork Almaville Rd (North)						Del Thomas Rd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	1.1	1.2			1.3	Total		1.4	1.5		1.6	Total	1.7		1.8		1.9	Total						Total	Total
1630 - 1645	3	46	-	-	0	49	-	97	10	-	0	107	9	-	2	-	0	11	-	-	-	-	-	0	167
1645 - 1700	0	30	-	-	0	30	-	126	4	-	0	130	12	-	4	-	0	16	-	-	-	-	-	0	176
1700 - 1715	3	44	-	-	0	47	-	109	7	-	0	116	6	-	0	-	0	6	-	-	-	-	-	0	169
1715 - 1730	2	36	-	-	0	38	-	123	10	-	0	133	8	-	1	-	0	9	-	-	-	-	-	0	180
Total	8	156	0	0	0	164	0	455	31	0	0	486	35	0	7	0	0	42	0	0	0	0	0	0	692
Approach %	4.88	95.12	0.00	0.00	0.00	-	0.00	93.62	6.38	0.00	0.00	-	83.33	0.00	16.67	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.67	0.85	0.00	0.00	0.00	**0.84**	0.00	0.90	0.78	0.00	0.00	**0.91**	0.73	0.00	0.44	0.00	0.00	**0.66**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.96**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound												
	Rocky Fork Almaville Rd (South)						Rocky Fork Almaville Rd (North)						Del Thomas Rd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	1.1	1.2			1.3	Total		1.4	1.5		1.6	Total	1.7		1.8		1.9	Total						Total	Total
1630 - 1645	1	1	-	-	0	2	-	1	0	-	0	1	1	-	0	-	0	1	-	-	-	-	-	0	4
1645 - 1700	0	0	-	-	0	0	-	2	0	-	0	2	0	-	0	-	0	0	-	-	-	-	-	0	2
1700 - 1715	0	4	-	-	0	4	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	4
1715 - 1730	1	1	-	-	0	2	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	2
Total	2	6	0	0	0	8	0	3	0	0	0	3	1	0	0	0	0	1	0	0	0	0	0	0	12
Approach %	25.00	75.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.50	0.38	0.00	0.00	0.00	**0.50**	0.00	0.38	0.00	0.00	0.00	**0.38**	0.25	0.00	0.00	0.00	0.00	**0.25**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.75**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound												
	Rocky Fork Almaville Rd (South)						Rocky Fork Almaville Rd (North)						Del Thomas Rd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	1.1	1.2			1.3	Total		1.4	1.5		1.6	Total	1.7		1.8		1.9	Total						Total	Total
1630 - 1645	0	0	-	-	0	0	-	1	0	-	0	1	0	-	0	-	0	0	-	-	-	-	-	0	1
1645 - 1700	0	0	-	-	0	0	-	1	0	-	0	1	0	-	0	-	0	0	-	-	-	-	-	0	1
1700 - 1715	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
1715 - 1730	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
Total	0	0	0	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.50	0.00	0.00	0.00	**0.50**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.50**

Bicycles

	Northbound						Southbound						Eastbound												
	Rocky Fork Almaville Rd (South)						Rocky Fork Almaville Rd (North)						Del Thomas Rd												
	Left	Thru			U-Turn	App		Thru	Right		U-Turn	App	Left		Right		U-Turn	App						App	Int
Time	1.1	1.2			1.3	Total		1.4	1.5		1.6	Total	1.7		1.8		1.9	Total						Total	Total
1630 - 1645	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
1645 - 1700	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
1700 - 1715	0	0	-	-	0	0	-	0	0	-	0	0	0	-	0	-	0	0	-	-	-	-	-	0	0
1715 - 1730	0	0	-	-	0	0	-	0	0	-	0	0	1	-	0	-	0	1	-	-	-	-	-	0	1
Total	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	1
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.25	0.00	0.00	0.00	0.00	**0.25**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.25**

Classified Turn Movement Count || All vehicles

Smyrna, TN

Marr Traffic DATA COLLECTION
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Site 1
Rocky Fork Almaville Rd (South)
Rocky Fork Almaville Rd (North)
Del Thomas Rd

Date
Thursday, April 24, 2025

Lat/Long
35.926463°, -86.585369°
Click here for Map

Weather
Mostly Cloudy
68°F
Click here for Detailed Weather

0600 - 0900 (Weekday 3h Session) (04-24-2025)
All vehicles

	Northbound				Southbound				Eastbound				
	Rocky Fork Almaville Rd (South)				Rocky Fork Almaville Rd (North)				Del Thomas Rd				
TIME	Left 1.1	Thru 1.2	U-Turn 1.3	App Total	Thru 1.4	Right 1.5	U-Turn 1.6	App Total	Left 1.7	Right 1.8	U-Turn 1.9	App Total	Int Total
0600 - 0615	1	43	0	44	5	1	0	6	4	2	0	6	56
0615 - 0630	0	69	0	69	12	3	0	15	4	1	0	5	89
0630 - 0645	1	92	0	93	7	2	0	9	8	2	0	10	112
0645 - 0700	3	94	0	97	17	4	0	21	5	3	0	8	126
Hourly Total	5	298	0	**303**	41	10	0	**51**	21	8	0	**29**	**383**
0700 - 0715	2	96	0	98	29	6	0	35	11	1	0	12	145
0715 - 0730	3	84	0	87	38	9	0	47	5	4	0	9	143
0730 - 0745	2	96	0	98	45	14	0	59	5	2	0	7	164
0745 - 0800	0	81	0	81	33	10	0	43	3	1	0	4	128
Hourly Total	7	357	0	**364**	145	39	0	**184**	24	8	0	**32**	**580**
0800 - 0815	5	73	0	78	47	8	0	55	3	3	0	6	139
0815 - 0830	1	56	0	57	29	2	0	31	3	2	0	5	93
0830 - 0845	0	55	0	55	22	4	0	26	1	0	0	1	82
0845 - 0900	0	39	0	39	23	4	0	27	3	0	0	3	69
Hourly Total	6	223	0	**229**	121	18	0	**139**	10	5	0	**15**	**383**
Grand Total	18	878	0	**896**	307	67	0	**374**	55	21	0	**76**	**1346**
Approach %	2.01	97.99	0.00	-	82.09	17.91	0.00	-	72.37	27.63	0.00	-	
Intersection %	1.34	65.23	0.00	66.57	22.81	4.98	0.00	27.79	4.09	1.56	0.00	5.65	
Heavy Vehicle %	6	3	-	**3**	7	1	-	**6**	2	10	-	**4**	**4**
PHF	0.58	0.93	0.00	**0.93**	0.81	0.70	0.00	**0.78**	0.55	0.50	0.00	**0.67**	**0.88**
Peak Hour Total	7	357	0	**364**	145	39	0	**184**	24	8	0	**32**	**580**
Peak Hour HV %	14	4	0	**4**	5	0	0	**4**	0	13	0	**3**	**4**

1600 - 1800 (Weekday 2h Session) (04-24-2025)
All vehicles

	Northbound				Southbound				Eastbound				
	Rocky Fork Almaville Rd (South)				Rocky Fork Almaville Rd (North)				Del Thomas Rd				
TIME	Left 1.1	Thru 1.2	U-Turn 1.3	App Total	Thru 1.4	Right 1.5	U-Turn 1.6	App Total	Left 1.7	Right 1.8	U-Turn 1.9	App Total	Int Total
1600 - 1615	1	31	0	32	58	11	0	69	5	1	0	6	107
1615 - 1630	1	26	0	27	89	6	0	95	8	1	0	9	131
1630 - 1645	4	47	0	51	99	10	0	109	10	2	0	12	172
1645 - 1700	0	30	0	30	129	4	0	133	12	4	0	16	179
Hourly Total	6	134	0	**140**	375	31	0	**406**	35	8	0	**43**	**589**
1700 - 1715	3	48	0	51	109	7	0	116	6	0	0	6	173
1715 - 1730	3	37	0	40	123	10	0	133	9	1	0	10	183
1730 - 1745	4	26	0	30	84	11	0	95	6	3	0	9	134
1745 - 1800	4	28	0	32	66	5	0	71	9	4	0	13	116
Hourly Total	14	139	0	**153**	382	33	0	**415**	30	8	0	**38**	**606**
Grand Total	20	273	0	**293**	757	64	0	**821**	65	16	0	**81**	**1195**
Approach %	6.83	93.17	0.00	-	92.20	7.80	0.00	-	80.25	19.75	0.00	-	
Intersection %	1.67	22.85	0.00	24.52	63.35	5.36	0.00	68.70	5.44	1.34	0.00	6.78	
Heavy Vehicle %	15	3	-	**4**	1	0	-	**1**	3	6	-	**4**	**2**
PHF	0.63	0.84	0.00	**0.84**	0.89	0.78	0.00	**0.92**	0.77	0.44	0.00	**0.69**	**0.97**
Peak Hour Total	10	162	0	**172**	460	31	0	**491**	37	7	0	**44**	**707**
Peak Hour HV %	20	4	0	**5**	1	0	0	**1**	3	0	0	**2**	**2**

Peak Hour Turning Movement Count

Smyrna, TN

Click here for Map

Marr Traffic DATA COLLECTION

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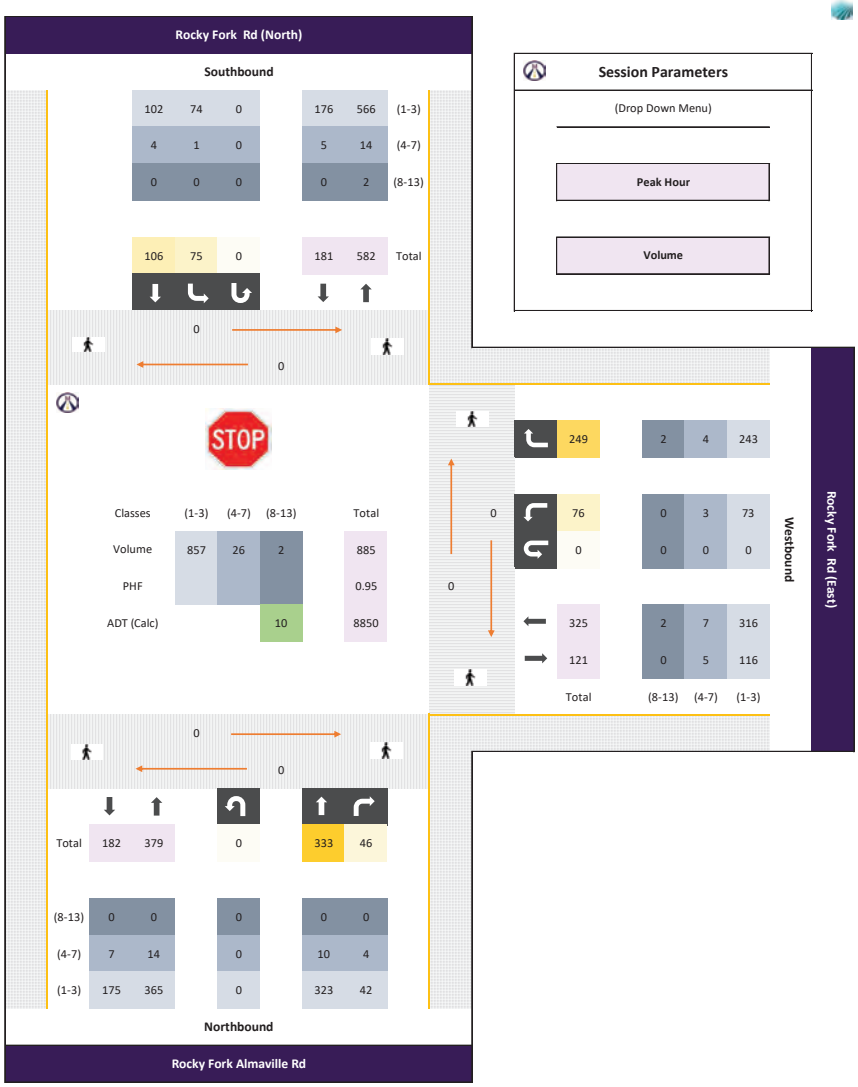
Thursday, April 24, 2025		
Mostly Cloudy		68°F
Period	0600 - 0900	APPLY
Peak Hour	0700 - 0800	APPLY
Global PH	0700 - 0800	APPLY

* the Peak Hour Diagram does not include bicycles



All vehicles

	Northbound						Southbound												Westbound						
	Rocky Fork Almaville Rd						Rocky Fork Rd (North)												Rocky Fork Rd (East)						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
0700 - 0715	-	89	19	-	0	108	20	19	-	-	0	39	-	-	-	-	-	0	15	-	70	-	0	85	232
0715 - 0730	-	75	12	-	0	87	11	25	-	-	0	36	-	-	-	-	-	0	24	-	76	-	0	100	223
0730 - 0745	-	93	8	-	0	101	21	34	-	-	0	55	-	-	-	-	-	0	22	-	43	-	0	65	221
0745 - 0800	-	76	7	-	0	83	23	28	-	-	0	51	-	-	-	-	-	0	15	-	60	-	0	75	209
Total	0	333	46	0	0	379	75	106	0	0	0	181	0	0	0	0	0	0	76	0	249	0	0	325	885
Approach %	0.00	87.86	12.14	0.00	0.00	-	41.44	58.56	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	23.38	0.00	76.62	0.00	0.00	-	
PHF	0.00	0.90	0.61	0.00	0.00	**0.88**	0.82	0.78	0.00	0.00	0.00	**0.82**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.79	0.00	0.82	0.00	0.00	**0.81**	**0.95**

Passenger Vehicles (1-3)

	Northbound						Southbound												Westbound						
	Rocky Fork Almaville Rd						Rocky Fork Rd (North)												Rocky Fork Rd (East)						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
0700 - 0715	-	89	18	-	0	107	20	18	-	-	0	38	-	-	-	-	-	0	13	-	70	-	0	83	228
0715 - 0730	-	74	10	-	0	84	11	24	-	-	0	35	-	-	-	-	-	0	23	-	76	-	0	99	218
0730 - 0745	-	87	7	-	0	94	21	33	-	-	0	54	-	-	-	-	-	0	22	-	41	-	0	63	211
0745 - 0800	-	73	7	-	0	80	22	27	-	-	0	49	-	-	-	-	-	0	15	-	56	-	0	71	200
Total	0	323	42	0	0	365	74	102	0	0	0	176	0	0	0	0	0	0	73	0	243	0	0	316	857
Approach %	0.00	88.49	11.51	0.00	0.00	-	42.05	57.95	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	23.10	0.00	76.90	0.00	0.00	-	
PHF	0.00	0.91	0.58	0.00	0.00	**0.85**	0.84	0.77	0.00	0.00	0.00	**0.81**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.79	0.00	0.80	0.00	0.00	**0.80**	**0.94**

Single Unit Trucks (4-7)

	Northbound						Southbound												Westbound						
	Rocky Fork Almaville Rd						Rocky Fork Rd (North)												Rocky Fork Rd (East)						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
0700 - 0715	-	0	1	-	0	1	0	1	-	-	0	1	-	-	-	-	-	0	2	-	0	-	0	2	4
0715 - 0730	-	1	2	-	0	3	0	1	-	-	0	1	-	-	-	-	-	0	1	-	0	-	0	1	5
0730 - 0745	-	6	1	-	0	7	0	1	-	-	0	1	-	-	-	-	-	0	0	-	2	-	0	2	10
0745 - 0800	-	3	0	-	0	3	1	1	-	-	0	2	-	-	-	-	-	0	0	-	2	-	0	2	7
Total	0	10	4	0	0	14	1	4	0	0	0	5	0	0	0	0	0	0	3	0	4	0	0	7	26
Approach %	0.00	71.43	28.57	0.00	0.00	-	20.00	80.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	42.86	0.00	57.14	0.00	0.00	-	
PHF	0.00	0.42	0.50	0.00	0.00	**0.50**	0.25	1.00	0.00	0.00	0.00	**0.63**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.38	0.00	0.50	0.00	0.00	**0.88**	**0.65**

Combination Trucks (8-13)

	Northbound						Southbound												Westbound						
	Rocky Fork Almaville Rd						Rocky Fork Rd (North)												Rocky Fork Rd (East)						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
0700 - 0715	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
0715 - 0730	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
0730 - 0745	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
0745 - 0800	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	2	-	0	2	2
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	2
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	100.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.25	0.00	0.00	**0.25**	**0.25**

Bicycles

	Northbound						Southbound												Westbound						
	Rocky Fork Almaville Rd						Rocky Fork Rd (North)												Rocky Fork Rd (East)						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
0700 - 0715	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
0715 - 0730	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
0730 - 0745	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
0745 - 0800	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Smyrna, TN

Click here for Map

Marr Traffic DATA COLLECTION

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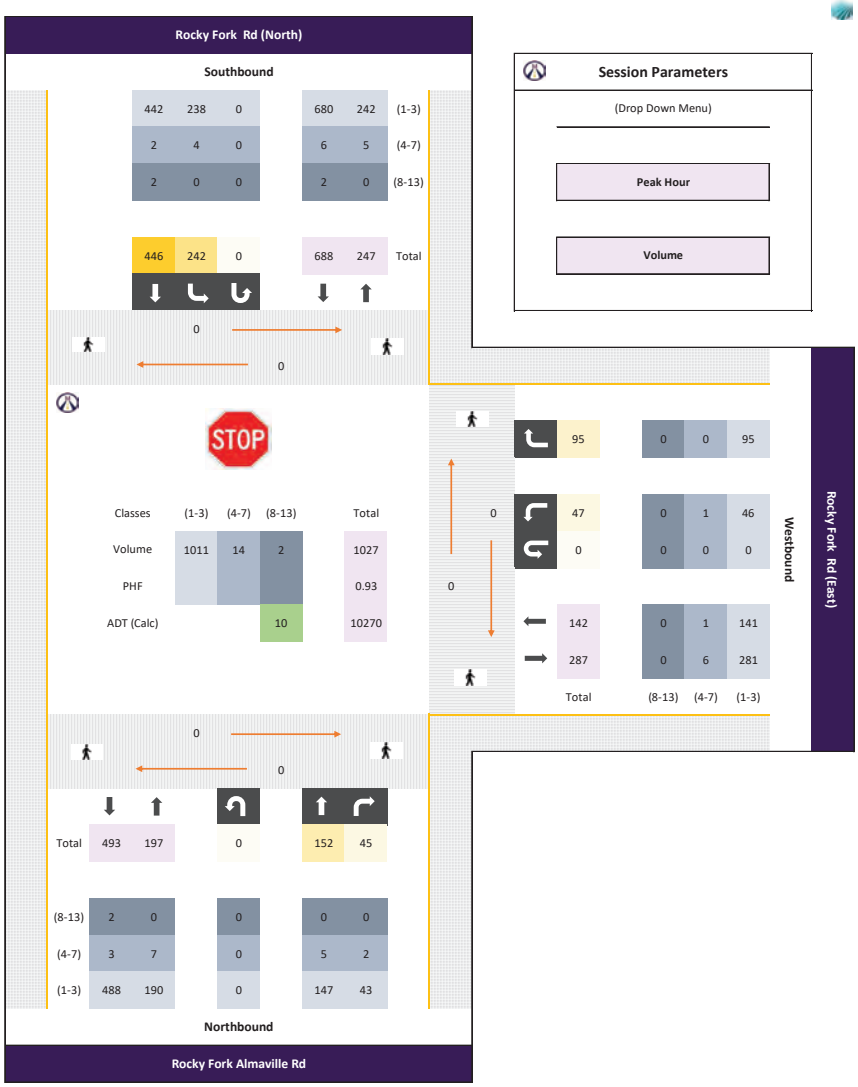
Thursday, April 24, 2025		
Mostly Cloudy		68°F
Period	1600 - 1800	APPLY
Peak Hour	1630 - 1730	APPLY
Global PH	1630 - 1730	APPLY

* the Peak Hour Diagram does not include bicycles



Session Parameters

(Drop Down Menu)

Peak Hour

Volume

All vehicles

	Northbound						Southbound												Westbound						
	Rocky Fork Almaville Rd						Rocky Fork Rd (North)												Rocky Fork Rd (East)						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
1630 - 1645	-	44	13	-	0	57	47	98	-	-	0	145	-	-	-	-	-	0	14	-	22	-	0	36	238
1645 - 1700	-	33	8	-	0	41	56	120	-	-	0	176	-	-	-	-	-	0	10	-	26	-	0	36	253
1700 - 1715	-	40	12	-	0	52	83	109	-	-	0	192	-	-	-	-	-	0	9	-	23	-	0	32	276
1715 - 1730	-	35	12	-	0	47	56	119	-	-	0	175	-	-	-	-	-	0	14	-	24	-	0	38	260
Total	0	152	45	0	0	197	242	446	0	0	0	688	0	0	0	0	0	0	47	0	95	0	0	142	1027
Approach %	0.00	77.16	22.84	0.00	0.00	-	35.17	64.83	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	33.10	0.00	66.90	0.00	0.00	-	
PHF	0.00	0.86	0.87	0.00	0.00	**0.86**	0.73	0.93	0.00	0.00	0.00	**0.90**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.84	0.00	0.91	0.00	0.00	**0.93**	**0.93**

Passenger Vehicles (1-3)

	Northbound						Southbound												Westbound						
	Rocky Fork Almaville Rd						Rocky Fork Rd (North)												Rocky Fork Rd (East)						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
1630 - 1645	-	44	11	-	0	55	46	96	-	-	0	142	-	-	-	-	-	0	14	-	22	-	0	36	233
1645 - 1700	-	33	8	-	0	41	54	118	-	-	0	172	-	-	-	-	-	0	9	-	26	-	0	35	248
1700 - 1715	-	36	12	-	0	48	82	109	-	-	0	191	-	-	-	-	-	0	9	-	23	-	0	32	271
1715 - 1730	-	34	12	-	0	46	56	119	-	-	0	175	-	-	-	-	-	0	14	-	24	-	0	38	259
Total	0	147	43	0	0	190	238	442	0	0	0	680	0	0	0	0	0	0	46	0	95	0	0	141	1011
Approach %	0.00	77.37	22.63	0.00	0.00	-	35.00	65.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	32.62	0.00	67.38	0.00	0.00	-	
PHF	0.00	0.84	0.90	0.00	0.00	**0.86**	0.73	0.93	0.00	0.00	0.00	**0.89**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.82	0.00	0.91	0.00	0.00	**0.93**	**0.93**

Single Unit Trucks (4-7)

	Northbound						Southbound												Westbound						
	Rocky Fork Almaville Rd						Rocky Fork Rd (North)												Rocky Fork Rd (East)						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
1630 - 1645	-	0	2	-	0	2	1	1	-	-	0	2	-	-	-	-	-	0	0	-	0	-	0	0	4
1645 - 1700	-	0	0	-	0	0	2	1	-	-	0	3	-	-	-	-	-	0	1	-	0	-	0	1	4
1700 - 1715	-	4	0	-	0	4	1	0	-	-	0	1	-	-	-	-	-	0	0	-	0	-	0	0	5
1715 - 1730	-	1	0	-	0	1	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	1
Total	0	5	2	0	0	7	4	2	0	0	0	6	0	0	0	0	0	0	1	0	0	0	0	1	14
Approach %	0.00	71.43	28.57	0.00	0.00	-	66.67	33.33	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.31	0.25	0.00	0.00	**0.44**	0.50	0.50	0.00	0.00	0.00	**0.50**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.25	0.00	0.00	0.00	0.00	**0.25**	**0.70**

Combination Trucks (8-13)

	Northbound						Southbound												Westbound						
	Rocky Fork Almaville Rd						Rocky Fork Rd (North)												Rocky Fork Rd (East)						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
1630 - 1645	-	0	0	-	0	0	0	1	-	-	0	1	-	-	-	-	-	0	0	-	0	-	0	0	1
1645 - 1700	-	0	0	-	0	0	0	1	-	-	0	1	-	-	-	-	-	0	0	-	0	-	0	0	1
1700 - 1715	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
1715 - 1730	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
Total	0	0	0	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.50	0.00	0.00	0.00	**0.50**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.50**

Bicycles

	Northbound						Southbound												Westbound						
	Rocky Fork Almaville Rd						Rocky Fork Rd (North)												Rocky Fork Rd (East)						
Time		Thru 2.1	Right 2.2		U-Turn 2.3	App Total	Left 2.4	Thru 2.5			U-Turn 2.6	App Total						App Total	Left 2.7		Right 2.8		U-Turn 2.9	App Total	Int Total
1630 - 1645	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
1645 - 1700	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
1700 - 1715	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
1715 - 1730	-	0	0	-	0	0	0	0	-	-	0	0	-	-	-	-	-	0	0	-	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Classified Turn Movement Count || All vehicles

Smyrna, TN

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Site 2
Rocky Fork Almaville Rd
Rocky Fork Rd (North)

Rocky Fork Rd (East)

Date
Thursday, April 24, 2025

Lat/Long
35.927041°, -86.586484°
Click here for Map

Weather
Mostly Cloudy
68°F
Click here for Detailed Weather

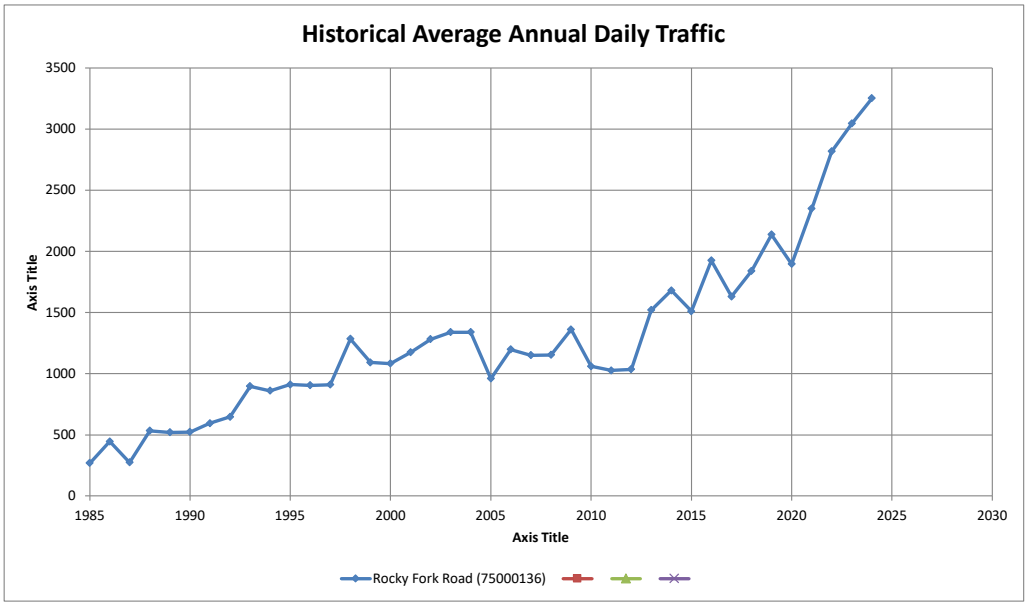
0600 - 0900 (Weekday 3h Session) (04-24-2025)
All vehicles

	Northbound (Rocky Fork Almaville Rd)				Southbound (Rocky Fork Rd (North))				Westbound (Rocky Fork Rd (East))				
TIME	Thru 2.1	Right 2.2	U-Turn 2.3	App Total	Left 2.4	Thru 2.5	U-Turn 2.6	App Total	Left 2.7	Right 2.8	U-Turn 2.9	App Total	Int Total
0600 - 0615	46	2	0	48	6	5	0	11	1	29	0	30	89
0615 - 0630	67	6	0	73	13	9	0	22	6	54	0	60	155
0630 - 0645	91	7	0	98	11	8	0	19	1	58	0	59	176
0645 - 0700	84	15	0	99	11	15	0	26	6	73	0	79	204
Hourly Total	288	30	0	**318**	41	37	0	**78**	14	214	0	**228**	**624**
0700 - 0715	89	19	0	108	20	19	0	39	15	70	0	85	232
0715 - 0730	75	12	0	87	11	25	0	36	24	76	0	100	223
0730 - 0745	93	8	0	101	21	34	0	55	22	43	0	65	221
0745 - 0800	76	7	0	83	23	28	0	51	15	60	0	75	209
Hourly Total	333	46	0	**379**	75	106	0	**181**	76	249	0	**325**	**885**
0800 - 0815	69	10	0	79	38	50	0	88	5	45	0	50	217
0815 - 0830	53	6	0	59	18	23	0	41	9	42	0	51	151
0830 - 0845	51	6	0	57	13	20	0	33	6	33	0	39	129
0845 - 0900	38	3	0	41	12	21	0	33	7	32	0	39	113
Hourly Total	211	25	0	**236**	81	114	0	**195**	27	152	0	**179**	**610**
Grand Total	832	101	0	**933**	197	257	0	**454**	117	615	0	**732**	**2119**
Approach %	89.17	10.83	0.00	-	43.39	56.61	0.00	-	15.98	84.02	0.00	-	
Intersection %	39.26	4.77	0.00	44.03	9.30	12.13	0.00	21.43	5.52	29.02	0.00	34.54	
Heavy Vehicle %	3	7	-	**3**	1	6	-	**4**	4	3	-	**3**	**3**
PHF	0.90	0.61	0.00	**0.88**	0.82	0.78	0.00	**0.82**	0.79	0.82	0.00	**0.81**	**0.95**
Peak Hour Total	333	46	0	**379**	75	106	0	**181**	76	249	0	**325**	**885**
Peak Hour HV %	3	9	0	**4**	1	4	0	**3**	4	2	0	**3**	**3**

1600 - 1800 (Weekday 2h Session) (04-24-2025)
All vehicles

	Northbound (Rocky Fork Almaville Rd)				Southbound (Rocky Fork Rd (North))				Westbound (Rocky Fork Rd (East))				
TIME	Thru 2.1	Right 2.2	U-Turn 2.3	App Total	Left 2.4	Thru 2.5	U-Turn 2.6	App Total	Left 2.7	Right 2.8	U-Turn 2.9	App Total	Int Total
1600 - 1615	31	4	0	35	25	58	0	83	13	22	0	35	153
1615 - 1630	24	14	0	38	40	80	0	120	13	23	0	36	194
1630 - 1645	44	13	0	57	47	98	0	145	14	22	0	36	238
1645 - 1700	33	8	0	41	56	120	0	176	10	26	0	36	253
Hourly Total	132	39	0	**171**	168	356	0	**524**	50	93	0	**143**	**838**
1700 - 1715	40	12	0	52	83	109	0	192	9	23	0	32	276
1715 - 1730	35	12	0	47	56	119	0	175	14	24	0	38	260
1730 - 1745	21	11	0	32	55	79	0	134	14	21	0	35	201
1745 - 1800	23	13	0	36	43	59	0	102	11	17	0	28	166
Hourly Total	119	48	0	**167**	237	366	0	**603**	48	85	0	**133**	**903**
Grand Total	251	87	0	**338**	405	722	0	**1127**	98	178	0	**276**	**1741**
Approach %	74.26	25.74	0.00	-	35.94	64.06	0.00	-	35.51	64.49	0.00	-	
Intersection %	14.42	5.00	0.00	19.41	23.26	41.47	0.00	64.73	5.63	10.22	0.00	15.85	
Heavy Vehicle %	3	3	-	**3**	1	1	-	**1**	1	1	-	**1**	**2**
PHF	0.86	0.87	0.00	**0.86**	0.73	0.93	0.00	**0.90**	0.84	0.91	0.00	**0.93**	**0.93**
Peak Hour Total	152	45	0	**197**	242	446	0	**688**	47	95	0	**142**	**1027**
Peak Hour HV %	3	4	0	**4**	2	1	0	**1**	2	0	0	**1**	**2**

HISTORICAL TRAFFIC COUNT DATA				
Year	**Rocky Fork Road (75000136)**			
1985	269			
1986	446			
1987	274			
1988	534			
1989	520			
1990	523			
1991	595			
1992	647			
1993	897			
1994	861			
1995	911			
1996	904			
1997	910			
1998	1284			
1999	1092			
2000	1082			
2001	1175			
2002	1281			
2003	1339			
2004	1339			
2005	960			
2006	1198			
2007	1150			
2008	1153			
2009	1361			
2010	1060			
2011	1026			
2012	1036			
2013	1519			
2014	1680			
2015	1510			
2016	1925			
2017	1631			
2018	1840			
2019	2137			
2020	1897			
2021	2349			
2022	2817			
2023	3044			
2024	3251			



		Rocky Fork Road (75000136)	**-**	**-**	**-**
Analysis Period	**Begin**	2019		-	-
	End	2024		-	-
Future Year		2029		-	-
Forecasted Traffic Volume		4614	-	-	-
Annual Growth Rate		7.25%	-	-	-
Growth Factor		1.419	-	-	-

APPENDIX B

TRIP GENERATION & TRAFFIC DERIVATION WORKSHEETS

TRAFFIC VOLUME WORKSHEET
SPECIFIC NON-SITE TRIP GENERATION &
PROPOSED DEVELOPMENT TRIP GENERATION

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SPECIFIC NON-SITE DEVELOPMENT TRIP GENERATION							
Development	Daily	A.M. Peak Hour			P.M. Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
The Courtyards at Stewarts Creek	944	16	54	70	58	35	93
Rocky Fork Almaville Road Annexation	869	15	49	64	53	32	85
Tuckers Pointe	901	19	60	79	59	36	95
				0			0
				0			0
TOTAL	**2,714**	**50**	**163**	**213**	**170**	**103**	**273**

PROPOSED DEVELOPMENT TRIP GENERATION 2029 HORIZON YEAR							
Development	Daily	A.M. Peak Hour			P.M. Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
Patterson Smyrna	1,905	35	116	151	122	72	194
				0			0
				0			0
				0			0
				0			0
				0			0
TOTAL	**1,905**	**35**	**116**	**151**	**122**	**72**	**194**

TRIP GENERATION SUMMARY - PATTERSON SMYRNA									
Trip Generation Manual, 11th Edition, Institute of Transportation Engineers									
LUC	**Land Use**	**# of Units**	**Trip Generation**						
			Daily	**A.M. Peak Hour**			**P.M. Peak Hour**		
				Enter	**Exit**	**Total**	**Enter**	**Exit**	**Total**
210	Single-Family Detached Housing	162 Units	1,573	27	89	116	98	58	156
220	Multifamily (Low-Rise)	40 Units	332	8	27	35	24	14	38
UNADJUSTED TOTAL TRIP GENERATION:			**1,905**	**35**	**116**	**151**	**122**	**72**	**194**

TRIP GENERATION (11th Edition)

Single-Family Detached Housing - 162 Dwelling Units

Use ITE Land Use Code 210 (Single-Family Detached Housing) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic (Fitted Curve)

Ln(T) = 0.92 Ln(X) + 2.68
Ln(T) = 0.92 Ln(162) + 2.68
T = 1573

A.M. Peak Hour of Adjacent Street Traffic (Fitted Curve)

Ln(T) = 0.91 Ln(X) + 0.12
Ln(T) = 0.91 Ln(162) + 0.12
T = 116

Enter = 0.24(116) = 27
Exit = 0.76(116) = 89

P.M. Peak Hour of Adjacent Street Traffic (Fitted Curve)

Ln(T) = 0.94 Ln(X) + 0.27
Ln(T) = 0.94 Ln(162) + 0.27
T = 156

Enter = 0.63(156) = 98
Exit = 0.37(156) = 58

TRIP GENERATION (11th Edition)

Multifamily (Low-Rise) - 40 Dwelling Units

Use ITE Land Use Code 220 (Multifamily (Low-Rise)) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic (Fitted Curve)

T = 6.41(X) + 75.31
T = 6.41(40) + 75.31
T = 332

A.M. Peak Hour of Adjacent Street Traffic (Fitted Curve)

T = 0.31(X) + 22.85
T = 0.31(40) + 22.85
T = 35

Enter = 0.24(35) = 8
Exit = 0.76(35) = 27

P.M. Peak Hour of Adjacent Street Traffic (Fitted Curve)

T = 0.43(X) + 20.55
T = 0.43(40) + 20.55
T = 38

Enter = 0.63(38) = 24
Exit = 0.37(38) = 14

TRIP GENERATION SUMMARY - THE COURTYARDS AT STEWARTS CREEK									
Trip Generation Manual, 11th Edition, Institute of Transportation Engineers									
LUC	**Land Use**	**# of Units**	**Trip Generation**						
			Daily	**A.M. Peak Hour**			**P.M. Peak Hour**		
				Enter	**Exit**	**Total**	**Enter**	**Exit**	**Total**
210	Single-Family Detached Housing	93 Units	944	16	54	70	58	35	93
	UNADJUSTED TOTAL TRIP GENERATION:		**944**	**16**	**54**	**70**	**58**	**35**	**93**

TRIP GENERATION (11th Edition)

Single-Family Detached Housing - 93 Dwelling Units

Use ITE Land Use Code 210 (Single-Family Detached Housing) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic (Fitted Curve)

Ln(T) = 0.92 Ln(X) + 2.68
Ln(T) = 0.92 Ln(93) + 2.68
T = 944

A.M. Peak Hour of Adjacent Street Traffic (Fitted Curve)

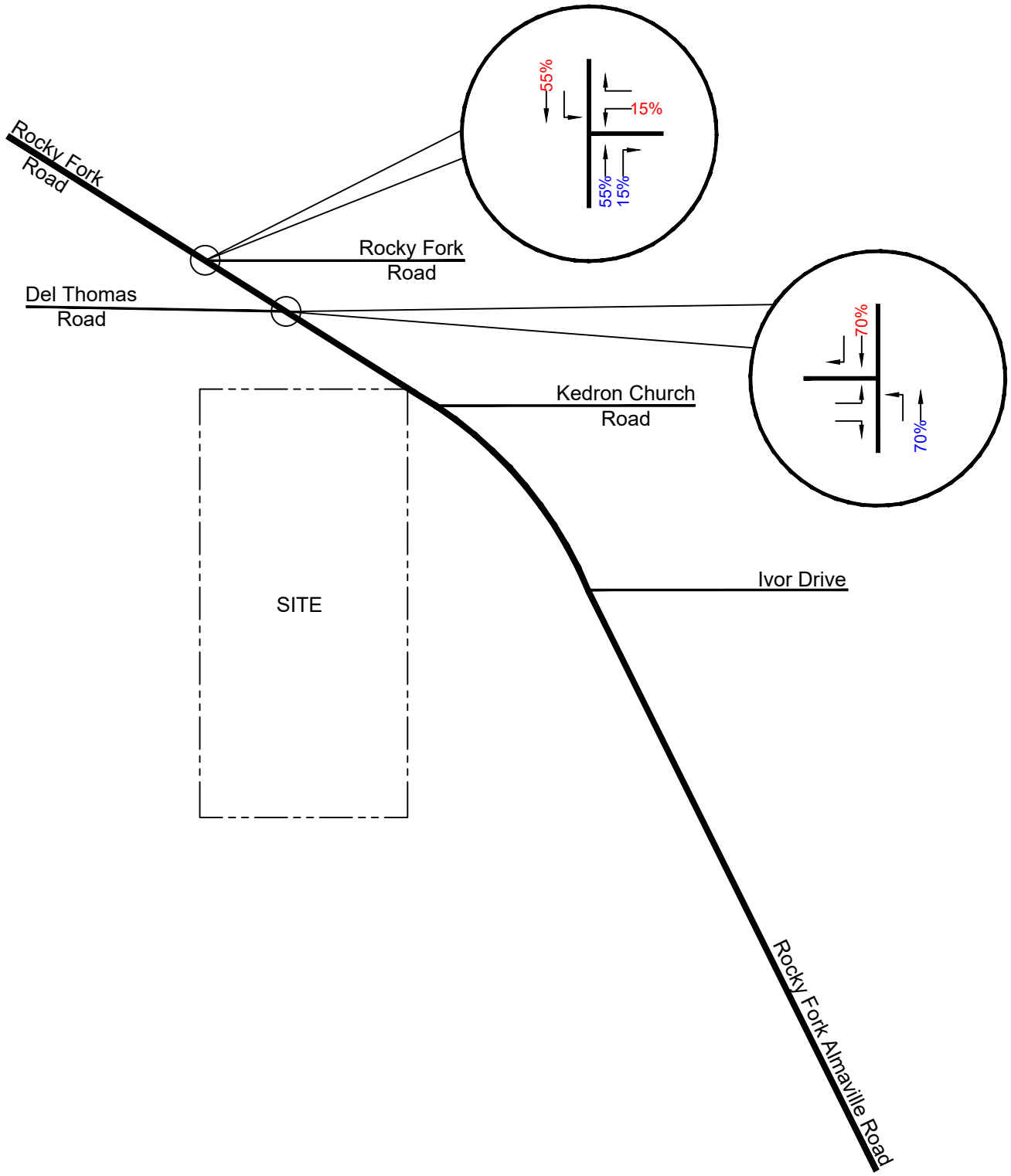
Ln(T) = 0.91 Ln(X) + 0.12
Ln(T) = 0.91 Ln(93) + 0.12
T = 70

Enter = 0.24(70) = 16
Exit = 0.76(70) = 54

P.M. Peak Hour of Adjacent Street Traffic (Fitted Curve)

Ln(T) = 0.94 Ln(X) + 0.27
Ln(T) = 0.94 Ln(93) + 0.27
T = 93

Enter = 0.63(93) = 58
Exit = 0.37(93) = 35



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The Courtyards at Stewarts Creek

Background Site Trip Distribution

Figure
B-1

TRIP GENERATION SUMMARY - ROCKY FORK ALMAVILLE ROAD ANNEXATION									
Trip Generation Manual, 11th Edition, Institute of Transportation Engineers									
LUC	**Land Use**	**# of Units**	**Trip Generation**						
			Daily	**A.M. Peak Hour**			**P.M. Peak Hour**		
				Enter	**Exit**	**Total**	**Enter**	**Exit**	**Total**
210	Single-Family Detached Housing	85 Units	869	15	49	64	53	32	85
	UNADJUSTED TOTAL TRIP GENERATION:		**869**	**15**	**49**	**64**	**53**	**32**	**85**

TRIP GENERATION (11th Edition)

Single-Family Detached Housing - 85 Dwelling Units

Use ITE Land Use Code 210 (Single-Family Detached Housing) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic (Fitted Curve)

Ln(T) = 0.92 Ln(X) + 2.68
Ln(T) = 0.92 Ln(85) + 2.68
T = 869

A.M. Peak Hour of Adjacent Street Traffic (Fitted Curve)

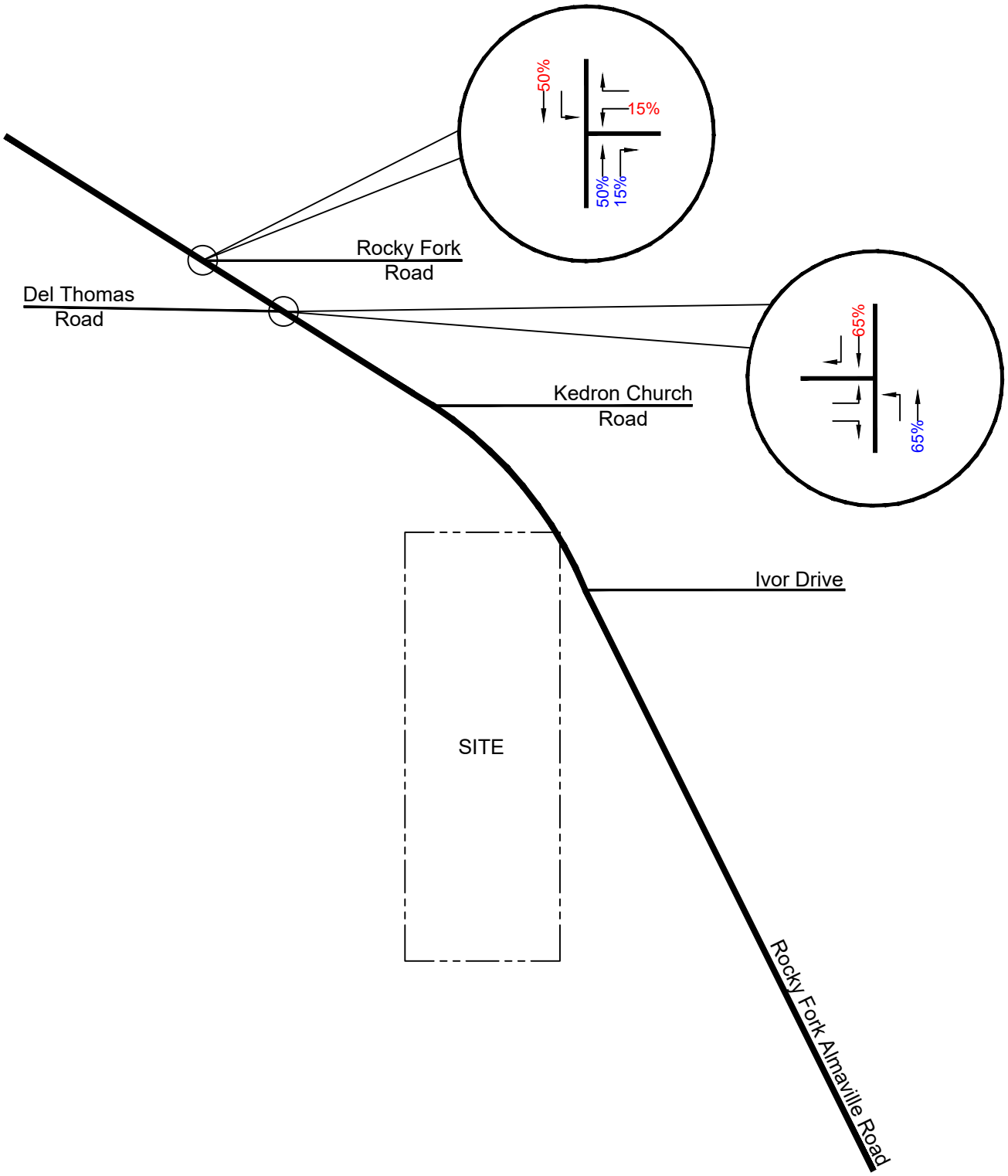
Ln(T) = 0.91 Ln(X) + 0.12
Ln(T) = 0.91 Ln(85) + 0.12
T = 64

Enter = 0.24(64) = 15
Exit = 0.76(64) = 49

P.M. Peak Hour of Adjacent Street Traffic (Fitted Curve)

Ln(T) = 0.94 Ln(X) + 0.27
Ln(T) = 0.94 Ln(85) + 0.27
T = 85

Enter = 0.63(85) = 53
Exit = 0.37(85) = 32



Entering %
Exiting %

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Rocky Fork Almaville Road Annexation

Background Site Trip Distribution

Figure
B-2

TRIP GENERATION SUMMARY - TUCKERS POINTE									
Trip Generation Manual, 11th Edition, Institute of Transportation Engineers									
LUC	**Land Use**	**# of Units**	**Trip Generation**						
			Daily	**A.M. Peak Hour**			**P.M. Peak Hour**		
				Enter	**Exit**	**Total**	**Enter**	**Exit**	**Total**
210	Single-Family Detached Housing	59 Units	621	11	35	46	38	23	61
220	Multifamily (Low-Rise)	32 Units	280	8	25	33	21	13	34
UNADJUSTED TOTAL TRIP GENERATION:			**901**	**19**	**60**	**79**	**59**	**36**	**95**

TRIP GENERATION (11th Edition)

Single-Family Detached Housing - 59 Dwelling Units

Use ITE Land Use Code 210 (Single-Family Detached Housing) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic (Fitted Curve)

Ln(T) = 0.92 Ln(X) + 2.68
Ln(T) = 0.92 Ln(59) + 2.68
T = 621

A.M. Peak Hour of Adjacent Street Traffic (Fitted Curve)

Ln(T) = 0.91 Ln(X) + 0.12
Ln(T) = 0.91 Ln(59) + 0.12
T = 46

Enter = 0.24(46) = 11
Exit = 0.76(46) = 35

P.M. Peak Hour of Adjacent Street Traffic (Fitted Curve)

Ln(T) = 0.94 Ln(X) + 0.27
Ln(T) = 0.94 Ln(59) + 0.27
T = 61

Enter = 0.63(61) = 38
Exit = 0.37(61) = 23

TRIP GENERATION (11th Edition)

Multifamily (Low-Rise) - 32 Dwelling Units

Use ITE Land Use Code 220 (Multifamily (Low-Rise)) and associated trip generation rates for 24-hour total trips and peak hour trips.

Average Daily Traffic (Fitted Curve)

T = 6.41(X) + 75.31
T = 6.41(32) + 75.31
T = 280

A.M. Peak Hour of Adjacent Street Traffic (Fitted Curve)

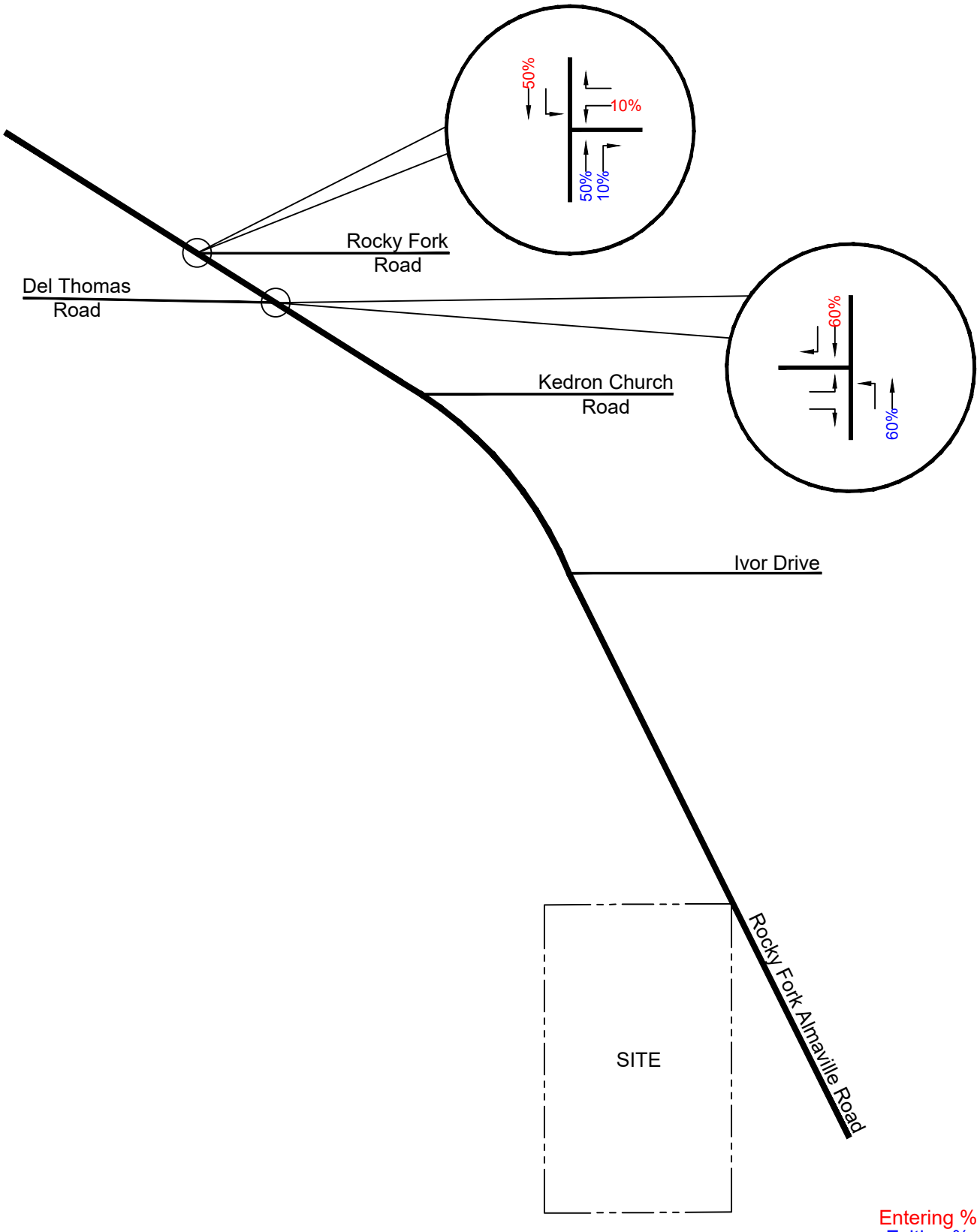
T = 0.31(X) + 22.85
T = 0.31(32) + 22.85
T = 33

Enter = 0.24(33) = 8
Exit = 0.76(33) = 25

P.M. Peak Hour of Adjacent Street Traffic (Fitted Curve)

T = 0.43(X) + 20.55
T = 0.43(32) + 20.55
T = 34

Enter = 0.63(34) = 21
Exit = 0.37(34) = 13



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Tuckers Pointe

Background Site Trip Distribution

Figure
B-3

TRAFFIC VOLUME WORKSHEET
ROCKY FORK ALMAVILLE ROAD AT DEL THOMAS ROAD
A.M. PEAK HOUR - 700AM TO 800AM

RaganSmith
a Pape - Dawson Company

Description		Northbound Rocky Fork Almaville Road			Southbound Rocky Fork Almaville Road			Eastbound Del Thomas Road			Westbound		
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 EXISTING TRAFFIC VOLUMES		7	357			145	39	24		8			
2029 BACKGROUND TRAFFIC VOLUMES													
Annual Background Growth													
Growth Rate (%/year)		2.0	2.0			2.0	2.0	2.0		2.0			
Growth Factor		1.08	1.08	1.00	1.00	1.08	1.08	1.08	1.00	1.08	1.00	1.00	1.00
Annual Background Growth Trips		1	29	0	0	12	3	2	0	1	0	0	0
Specific Development Background Growth													
	% In					70							
The Courtyards at Stewarts Creek	% Out		70										
	Trips	0	38	0	0	11	0	0	0	0	0	0	0
	% In					65							
Rocky Fork Almaville Road Annexation	% Out		65										
	Trips	0	32	0	0	10	0	0	0	0	0	0	0
	% In					60							
Tuckers Pointe	% Out		60										
	Trips	0	36	0	0	11	0	0	0	0	0	0	0
Specific Development Background Growth Trips		0	106	0	0	32	0	0	0	0	0	0	0
2029 Background Traffic Volumes		8	492	0	0	189	42	26	0	9	0	0	0
2029 SITE TRAFFIC VOLUMES													
	% In	5				20	50						
Patterson Smyrna	% Out		20					50		5			
	Trips	2	23	0	0	7	18	58	0	6	0	0	0
2029 Site Traffic Volumes		2	23	0	0	7	18	58	0	6	0	0	0
2029 TOTAL TRAFFIC VOLUMES		10	515	0	0	196	60	84	0	15	0	0	0

TRAFFIC VOLUME WORKSHEET
ROCKY FORK ALMAVILLE ROAD AT DEL THOMAS ROAD
P.M. PEAK HOUR - 430PM TO 530PM

RaganSmith
a Pape - Dawson Company

Description	Northbound Rocky Fork Almaville Road			Southbound Rocky Fork Almaville Road			Eastbound Del Thomas Road			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 EXISTING TRAFFIC VOLUMES	10	162			460	31	36		7			
2029 BACKGROUND TRAFFIC VOLUMES												
Annual Background Growth												
Growth Rate (%/year)	2.0	2.0			2.0	2.0	2.0		2.0			
Growth Factor	1.08	1.08	1.00	1.00	1.08	1.08	1.08	1.00	1.08	1.00	1.00	1.00
Annual Background Growth Trips	1	13	0	0	38	3	3	0	1	0	0	0
Specific Development Background Growth												
% In					70							
The Courtyards at Stewarts Creek % Out		70										
Trips	0	25	0	0	41	0	0	0	0	0	0	0
% In					65							
Rocky Fork Almaville Road Annexation % Out		65										
Trips	0	21	0	0	34	0	0	0	0	0	0	0
% In					60							
Tuckers Pointe % Out		60										
Trips	0	22	0	0	35	0	0	0	0	0	0	0
Specific Development Background Growth Trips	0	68	0	0	110	0	0	0	0	0	0	0
2029 Background Traffic Volumes	11	243	0	0	608	34	39	0	8	0	0	0
2029 SITE TRAFFIC VOLUMES												
% In	5				20	50						
Patterson Smyrna % Out		20					50		5			
Trips	6	14	0	0	24	61	36	0	4	0	0	0
2029 Site Traffic Volumes	6	14	0	0	24	61	36	0	4	0	0	0
2029 TOTAL TRAFFIC VOLUMES	17	257	0	0	632	95	75	0	12	0	0	0

TRAFFIC VOLUME WORKSHEET
ROCKY FORK ROAD AT ROCKY FORK ALMAVILLE ROAD
A.M. PEAK HOUR - 700AM TO 800AM

RaganSmith
a Pape - Dawson Company

Description	Northbound Rocky Fork Almaville Road			Southbound Rocky Fork Road			Eastbound			Westbound Rocky Fork Road		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 EXISTING TRAFFIC VOLUMES		333	46	75	106					76		249
2029 BACKGROUND TRAFFIC VOLUMES												
Annual Background Growth												
Growth Rate (%/year)		2.0	2.0	2.0	2.0					2.0		2.0
Growth Factor	1.00	1.08	1.08	1.08	1.08	1.00	1.00	1.00	1.00	1.08	1.00	1.08
Annual Background Growth Trips	0	27	4	6	9	0	0	0	0	6	0	21
Specific Development Background Growth												
% In					55					15		
The Courtyards at Stewarts Creek % Out		55	15									
Trips	0	30	8	0	9	0	0	0	0	2	0	0
% In					50					15		
Rocky Fork Almaville Road Annexation % Out		50	15									
Trips	0	25	7	0	8	0	0	0	0	2	0	0
% In					50					10		
Tuckers Pointe % Out		50	10									
Trips	0	30	6	0	10	0	0	0	0	2	0	0
Specific Development Background Growth Trips	0	85	21	0	27	0	0	0	0	6	0	0
2029 Background Traffic Volumes	0	445	71	81	142	0	0	0	0	88	0	270
2029 SITE TRAFFIC VOLUMES												
% In					55					15		
Patterson Smyrna % Out		55	15									
Trips	0	64	17	0	19	0	0	0	0	5	0	0
2029 Site Traffic Volumes	0	64	17	0	19	0	0	0	0	5	0	0
2029 TOTAL TRAFFIC VOLUMES	0	509	88	81	161	0	0	0	0	93	0	270

TRAFFIC VOLUME WORKSHEET
ROCKY FORK ROAD AT ROCKY FORK ALMAVILLE ROAD
P.M. PEAK HOUR - 430PM TO 530PM

RaganSmith
a Pape - Dawson Company

Description	Northbound Rocky Fork Almaville Road			Southbound Rocky Fork Road			Eastbound			Westbound Rocky Fork Road		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 EXISTING TRAFFIC VOLUMES		152	45	242	446					47		95
2029 BACKGROUND TRAFFIC VOLUMES												
Annual Background Growth												
Growth Rate (%/year)		2.0	2.0	2.0	2.0					2.0		2.0
Growth Factor	1.00	1.08	1.08	1.08	1.08	1.00	1.00	1.00	1.00	1.08	1.00	1.08
Annual Background Growth Trips	0	13	4	20	37	0	0	0	0	4	0	8
Specific Development Background Growth												
% In					55					15		
The Courtyards at Stewarts Creek % Out		55	15									
Trips	0	19	5	0	32	0	0	0	0	9	0	0
% In					50					15		
Rocky Fork Almaville Road Annexation % Out		50	15									
Trips	0	16	5	0	27	0	0	0	0	8	0	0
% In					50					10		
Tuckers Pointe % Out		50	10									
Trips	0	18	4	0	30	0	0	0	0	6	0	0
Specific Development Background Growth Trips	0	53	14	0	89	0	0	0	0	23	0	0
2029 Background Traffic Volumes	0	218	63	262	572	0	0	0	0	74	0	103
2029 SITE TRAFFIC VOLUMES												
% In					55					15		
Patterson Smyrna % Out		55	15									
Trips	0	40	11	0	67	0	0	0	0	18	0	0
2029 Site Traffic Volumes	0	40	11	0	67	0	0	0	0	18	0	0
2029 TOTAL TRAFFIC VOLUMES	0	258	74	262	639	0	0	0	0	92	0	103

TRAFFIC VOLUME WORKSHEET
DEL THOMAS ROAD AT PROJECT ACCESS
A.M. PEAK HOUR - 700AM TO 800AM

RaganSmith
a Pape - Dawson Company

Description	Northbound Project Access			Southbound			Eastbound Del Thomas Road			Westbound Del Thomas Road		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 EXISTING TRAFFIC VOLUMES								32			46	
2029 BACKGROUND TRAFFIC VOLUMES												
Annual Background Growth												
Growth Rate (%/year)								2.0			2.0	
Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.08	1.00	1.00	1.08	1.00
Annual Background Growth Trips	0	0	0	0	0	0	0	3	0	0	4	0
Specific Development Background Growth												
The Courtyards at Stewarts Creek % In												
% Out												
Trips	0	0	0	0	0	0	0	0	0	0	0	0
Rocky Fork Almaville Road Annexation % In												
% Out												
Trips	0	0	0	0	0	0	0	0	0	0	0	0
Tuckers Pointe % In												
% Out												
Trips	0	0	0	0	0	0	0	0	0	0	0	0
Specific Development Background Growth Trips	0	0	0	0	0	0	0	0	0	0	0	0
2029 Background Traffic Volumes	0	0	0	0	0	0	0	35	0	0	50	0
2029 SITE TRAFFIC VOLUMES												
Patterson Smyrna % In									5	55		
% Out	5		55									
Trips	6	0	64	0	0	0	0	0	2	19	0	0
2029 Site Traffic Volumes	6	0	64	0	0	0	0	0	2	19	0	0
2029 TOTAL TRAFFIC VOLUMES	6	0	64	0	0	0	0	35	2	19	50	0

TRAFFIC VOLUME WORKSHEET
DEL THOMAS ROAD AT PROJECT ACCESS
P.M. PEAK HOUR - 430PM TO 530PM

RaganSmith
a Pape - Dawson Company

Description	Northbound Project Access			Southbound			Eastbound Del Thomas Road			Westbound Del Thomas Road		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 EXISTING TRAFFIC VOLUMES								43			41	
2029 BACKGROUND TRAFFIC VOLUMES												
Annual Background Growth												
Growth Rate (%/year)								2.0			2.0	
Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.08	1.00	1.00	1.08	1.00
Annual Background Growth Trips	0	0	0	0	0	0	0	4	0	0	3	0
Specific Development Background Growth												
The Courtyards at Stewarts Creek % In												
% Out												
Trips	0	0	0	0	0	0	0	0	0	0	0	0
Rocky Fork Almaville Road Annexation % In												
% Out												
Trips	0	0	0	0	0	0	0	0	0	0	0	0
Tuckers Pointe % In												
% Out												
Trips	0	0	0	0	0	0	0	0	0	0	0	0
Specific Development Background Growth Trips	0	0	0	0	0	0	0	0	0	0	0	0
2029 Background Traffic Volumes	0	0	0	0	0	0	0	47	0	0	44	0
2029 SITE TRAFFIC VOLUMES												
Patterson Smyrna % In									5	55		
% Out	5		55									
Trips	4	0	40	0	0	0	0	0	6	67	0	0
2029 Site Traffic Volumes	4	0	40	0	0	0	0	0	6	67	0	0
2029 TOTAL TRAFFIC VOLUMES	4	0	40	0	0	0	0	47	6	67	44	0

TRAFFIC VOLUME WORKSHEET
ROCKY FORK ALMAVILLE ROAD AT COURTYARD ACCESS
A.M. PEAK HOUR - 700AM TO 800AM

RaganSmith
a Pape - Dawson Company

Description	Northbound Rocky Fork Almaville Road			Southbound Rocky Fork Almaville Road			Eastbound Courtyard Access			Westbound Kedron Church Road		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 EXISTING TRAFFIC VOLUMES		364	2	2	153					2		2
2029 BACKGROUND TRAFFIC VOLUMES												
Annual Background Growth												
Growth Rate (%/year)		2.0	2.0	2.0	2.0					2.0		2.0
Growth Factor	1.00	1.08	1.08	1.08	1.08	1.00	1.00	1.00	1.00	1.08	1.00	1.08
Annual Background Growth Trips	0	30	0	0	13	0	0	0	0	0	0	0
Specific Development Background Growth												
% In	30					70						
The Courtyards at Stewarts Creek % Out							70		30			
Trips	5	0	0	0	0	11	38	0	16	0	0	0
% In					65							
Rocky Fork Almaville Road Annexation % Out		65										
Trips	0	32	0	0	10	0	0	0	0	0	0	0
% In					60							
Tuckers Pointe % Out		60										
Trips	0	36	0	0	11	0	0	0	0	0	0	0
Specific Development Background Growth Trips	5	68	0	0	21	11	38	0	16	0	0	0
2029 Background Traffic Volumes	5	462	2	2	187	11	38	0	16	2	0	2
2029 SITE TRAFFIC VOLUMES												
% In	20	5				20						
Patterson Smyrna % Out					5		20		20			
Trips	7	2	0	0	6	7	23	0	23	0	0	0
2029 Site Traffic Volumes	7	2	0	0	6	7	23	0	23	0	0	0
2029 TOTAL TRAFFIC VOLUMES	12	464	2	2	193	18	61	0	39	2	0	2

TRAFFIC VOLUME WORKSHEET
ROCKY FORK ALMAVILLE ROAD AT COURTYARD ACCESS
P.M. PEAK HOUR - 430PM TO 530PM

RaganSmith
a Pape - Dawson Company

Description	Northbound Rocky Fork Almaville Road			Southbound Rocky Fork Almaville Road			Eastbound Courtyard Access			Westbound Kedron Church Road		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2025 EXISTING TRAFFIC VOLUMES		172	2	2	467					2		2
2029 BACKGROUND TRAFFIC VOLUMES												
Annual Background Growth												
Growth Rate (%/year)		2.0	2.0	2.0	2.0					2.0		2.0
Growth Factor	1.00	1.08	1.08	1.08	1.08	1.00	1.00	1.00	1.00	1.08	1.00	1.08
Annual Background Growth Trips	0	14	0	0	38	0	0	0	0	0	0	0
Specific Development Background Growth												
% In	30					70						
The Courtyards at Stewarts Creek % Out							70		30			
Trips	17	0	0	0	0	41	25	0	11	0	0	0
% In					65							
Rocky Fork Almaville Road Annexation % Out		65										
Trips	0	21	0	0	34	0	0	0	0	0	0	0
% In					60							
Tuckers Pointe % Out		60										
Trips	0	22	0	0	35	0	0	0	0	0	0	0
Specific Development Background Growth Trips	17	43	0	0	69	41	25	0	11	0	0	0
2029 Background Traffic Volumes	17	229	2	2	574	41	25	0	11	2	0	2
2029 SITE TRAFFIC VOLUMES												
% In	20	5				20						
Patterson Smyrna % Out					5		20		20			
Trips	24	6	0	0	4	24	14	0	14	0	0	0
2029 Site Traffic Volumes	24	6	0	0	4	24	14	0	14	0	0	0
2029 TOTAL TRAFFIC VOLUMES	41	235	2	2	578	65	39	0	25	2	0	2

APPENDIX C

CAPACITY ANALYSIS WORKSHEETS
EXISTING TRAFFIC

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	24	8	7	357	145	39
Future Volume (vph)	24	8	7	357	145	39
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.966				0.972	
Flt Protected	0.964			0.999		
Satd. Flow (prot)	1677	0	0	1799	1750	0
Flt Permitted	0.964			0.999		
Satd. Flow (perm)	1677	0	0	1799	1750	0
Link Speed (mph)	35			45	45	
Link Distance (ft)	226			394	372	
Travel Time (s)	4.4			6.0	5.6	
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	27	9	8	406	165	44
Shared Lane Traffic (%)						
Lane Group Flow (vph)	36	0	0	414	209	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	11			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 34.4%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	24	8	7	357	145	39
Future Vol, veh/h	24	8	7	357	145	39
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	27	9	8	406	165	44

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	609	187	209	0	-	0
Stage 1	187	-	-	-	-	-
Stage 2	422	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	459	855	1362	-	-	-
Stage 1	845	-	-	-	-	-
Stage 2	662	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	455	855	1362	-	-	-
Mov Cap-2 Maneuver	455	-	-	-	-	-
Stage 1	839	-	-	-	-	-
Stage 2	662	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	12.51	0.15	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	35	-	515	-	-
HCM Lane V/C Ratio	0.006	-	0.071	-	-
HCM Ctrl Dly (s/v)	7.7	0	12.5	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	76	249	333	46	75	106
Future Volume (vph)	76	249	333	46	75	106
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.897		0.984			
Flt Protected	0.988					0.980
Satd. Flow (prot)	1596	0	1772	0	0	1765
Flt Permitted	0.988					0.980
Satd. Flow (perm)	1596	0	1772	0	0	1765
Link Speed (mph)	35		45			45
Link Distance (ft)	456		372			276
Travel Time (s)	8.9		5.6			4.2
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	80	262	351	48	79	112
Shared Lane Traffic (%)						
Lane Group Flow (vph)	342	0	399	0	0	191
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	11		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.6%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	7.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	76	249	333	46	75	106
Future Vol, veh/h	76	249	333	46	75	106
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	80	262	351	48	79	112

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	644	375	0	0	399	0
Stage 1	375	-	-	-	-	-
Stage 2	269	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	437	672	-	-	1160	-
Stage 1	695	-	-	-	-	-
Stage 2	776	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	405	672	-	-	1160	-
Mov Cap-2 Maneuver	405	-	-	-	-	-
Stage 1	695	-	-	-	-	-
Stage 2	719	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	19.61	0	3.45
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	582	746	-
HCM Lane V/C Ratio	-	-	0.588	0.068	-
HCM Ctrl Dly (s/v)	-	-	19.6	8.3	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	3.8	0.2	-

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	36	7	10	162	460	31
Future Volume (vph)	36	7	10	162	460	31
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.979				0.991	
Flt Protected	0.960			0.997		
Satd. Flow (prot)	1692	0	0	1795	1784	0
Flt Permitted	0.960			0.997		
Satd. Flow (perm)	1692	0	0	1795	1784	0
Link Speed (mph)	35			45	45	
Link Distance (ft)	226			394	372	
Travel Time (s)	4.4			6.0	5.6	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	37	7	10	167	474	32
Shared Lane Traffic (%)						
Lane Group Flow (vph)	44	0	0	177	506	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	11			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 36.1%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	36	7	10	162	460	31
Future Vol, veh/h	36	7	10	162	460	31
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	37	7	10	167	474	32

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	678	490	506	0	-	0
Stage 1	490	-	-	-	-	-
Stage 2	188	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	418	578	1059	-	-	-
Stage 1	616	-	-	-	-	-
Stage 2	844	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	413	578	1059	-	-	-
Mov Cap-2 Maneuver	413	-	-	-	-	-
Stage 1	609	-	-	-	-	-
Stage 2	844	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	14.25	0.49	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	105	-	433	-	-
HCM Lane V/C Ratio	0.01	-	0.102	-	-
HCM Ctrl Dly (s/v)	8.4	0	14.3	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	47	95	152	45	242	446
Future Volume (vph)	47	95	152	45	242	446
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.910		0.969			
Flt Protected	0.984					0.983
Satd. Flow (prot)	1612	0	1745	0	0	1770
Flt Permitted	0.984					0.983
Satd. Flow (perm)	1612	0	1745	0	0	1770
Link Speed (mph)	35		45			45
Link Distance (ft)	456		372			276
Travel Time (s)	8.9		5.6			4.2
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	51	102	163	48	260	480
Shared Lane Traffic (%)						
Lane Group Flow (vph)	153	0	211	0	0	740
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	11		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 66.0%		ICU Level of Service C	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	5.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	47	95	152	45	242	446
Future Vol, veh/h	47	95	152	45	242	446
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	102	163	48	260	480

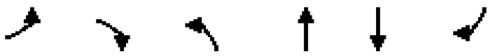
Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1188	188	0	0	212	0
Stage 1	188	-	-	-	-	-
Stage 2	1000	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	208	854	-	-	1359	-
Stage 1	844	-	-	-	-	-
Stage 2	356	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	154	854	-	-	1359	-
Mov Cap-2 Maneuver	154	-	-	-	-	-
Stage 1	844	-	-	-	-	-
Stage 2	263	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	23.88	0	2.91
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	341	633	-
HCM Lane V/C Ratio	-	-	0.448	0.192	-
HCM Ctrl Dly (s/v)	-	-	23.9	8.3	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	2.2	0.7	-

APPENDIX D

CAPACITY ANALYSIS WORKSHEETS
BACKGROUND TRAFFIC



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	26	9	8	492	189	42
Future Volume (vph)	26	9	8	492	189	42
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.966				0.975	
Flt Protected	0.964			0.999		
Satd. Flow (prot)	1677	0	0	1799	1756	0
Flt Permitted	0.964			0.999		
Satd. Flow (perm)	1677	0	0	1799	1756	0
Link Speed (mph)	35			45	45	
Link Distance (ft)	226			995	372	
Travel Time (s)	4.4			15.1	5.6	
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	30	10	9	559	215	48
Shared Lane Traffic (%)						
Lane Group Flow (vph)	40	0	0	568	263	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	11			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 42.3%		ICU Level of Service A	
Analysis Period (min) 15			

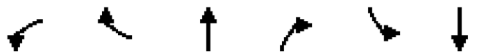
Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	26	9	8	492	189	42
Future Vol, veh/h	26	9	8	492	189	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	30	10	9	559	215	48

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	816	239	263	0	-	0
Stage 1	239	-	-	-	-	-
Stage 2	577	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	347	800	1302	-	-	-
Stage 1	801	-	-	-	-	-
Stage 2	561	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	343	800	1302	-	-	-
Mov Cap-2 Maneuver	343	-	-	-	-	-
Stage 1	793	-	-	-	-	-
Stage 2	561	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	14.93	0.12	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	29	-	402	-	-
HCM Lane V/C Ratio	0.007	-	0.099	-	-
HCM Ctrl Dly (s/v)	7.8	0	14.9	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	88	270	445	71	81	142
Future Volume (vph)	88	270	445	71	81	142
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.898		0.981			
Flt Protected	0.988					0.982
Satd. Flow (prot)	1598	0	1766	0	0	1768
Flt Permitted	0.988					0.982
Satd. Flow (perm)	1598	0	1766	0	0	1768
Link Speed (mph)	35		45			45
Link Distance (ft)	456		372			276
Travel Time (s)	8.9		5.6			4.2
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	93	284	468	75	85	149
Shared Lane Traffic (%)						
Lane Group Flow (vph)	377	0	543	0	0	234
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	11		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 71.2%		ICU Level of Service C	
Analysis Period (min) 15			

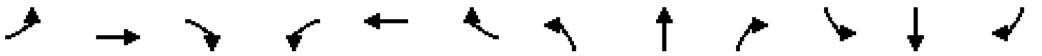
Intersection	
Int Delay, s/veh	12.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	88	270	445	71	81	142
Future Vol, veh/h	88	270	445	71	81	142
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	93	284	468	75	85	149

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	826	506	0	0	543	0
Stage 1	506	-	-	-	-	-
Stage 2	320	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	342	567	-	-	1026	-
Stage 1	606	-	-	-	-	-
Stage 2	736	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	311	567	-	-	1026	-
Mov Cap-2 Maneuver	311	-	-	-	-	-
Stage 1	606	-	-	-	-	-
Stage 2	669	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	36.7	0	3.21
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	471	654	-
HCM Lane V/C Ratio	-	-	0.8	0.083	-
HCM Ctrl Dly (s/v)	-	-	36.7	8.8	0
HCM Lane LOS	-	-	E	A	A
HCM 95th %tile Q(veh)	-	-	7.4	0.3	-



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	38	0	16	2	0	2	5	462	2	2	187	11
Future Volume (vph)	38	0	16	2	0	2	5	462	2	2	187	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	0		0	100		0
Storage Lanes	0		0	0		0	0		0	1		0
Taper Length (ft)	25			25			25			150		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.960			0.932			0.999			0.992	
Flt Protected		0.966			0.976					0.950		
Satd. Flow (prot)	0	1727	0	0	1694	0	0	1861	0	1770	1848	0
Flt Permitted		0.966			0.976					0.950		
Satd. Flow (perm)	0	1727	0	0	1694	0	0	1861	0	1770	1848	0
Link Speed (mph)		30			30			35			35	
Link Distance (ft)		411			620			579			995	
Travel Time (s)		9.3			14.1			11.3			19.4	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	41	0	17	2	0	2	5	502	2	2	203	12
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	58	0	0	4	0	0	509	0	2	215	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 39.6%		ICU Level of Service A	
Analysis Period (min) 15			

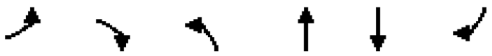
Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	38	0	16	2	0	2	5	462	2	2	187	11
Future Vol, veh/h	38	0	16	2	0	2	5	462	2	2	187	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	41	0	17	2	0	2	5	502	2	2	203	12

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	727	729	209	722	734	503	215	0	0	504	0	0
Stage 1	214	214	-	514	514	-	-	-	-	-	-	-
Stage 2	513	515	-	208	220	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	340	350	831	342	347	568	1355	-	-	1060	-	-
Stage 1	789	726	-	543	535	-	-	-	-	-	-	-
Stage 2	544	535	-	794	721	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	336	347	831	332	345	568	1355	-	-	1060	-	-
Mov Cap-2 Maneuver	336	347	-	332	345	-	-	-	-	-	-	-
Stage 1	787	724	-	540	532	-	-	-	-	-	-	-
Stage 2	539	532	-	776	720	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	15.31	13.67	0.08	0.08
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	19	-	-	408	420	1060	-	-
HCM Lane V/C Ratio	0.004	-	-	0.144	0.01	0.002	-	-
HCM Ctrl Dly (s/v)	7.7	0	-	15.3	13.7	8.4	-	-
HCM Lane LOS	A	A	-	C	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.5	0	0	-	-



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	39	8	11	243	608	34
Future Volume (vph)	39	8	11	243	608	34
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.977				0.993	
Flt Protected	0.960			0.998		
Satd. Flow (prot)	1689	0	0	1797	1788	0
Flt Permitted	0.960			0.998		
Satd. Flow (perm)	1689	0	0	1797	1788	0
Link Speed (mph)	35			45	45	
Link Distance (ft)	226			987	372	
Travel Time (s)	4.4			15.0	5.6	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	40	8	11	251	627	35
Shared Lane Traffic (%)						
Lane Group Flow (vph)	48	0	0	262	662	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	11			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 44.1%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	39	8	11	243	608	34
Future Vol, veh/h	39	8	11	243	608	34
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	40	8	11	251	627	35

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	918	644	662	0	-	0
Stage 1	644	-	-	-	-	-
Stage 2	273	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	302	473	927	-	-	-
Stage 1	523	-	-	-	-	-
Stage 2	773	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	297	473	927	-	-	-
Mov Cap-2 Maneuver	297	-	-	-	-	-
Stage 1	515	-	-	-	-	-
Stage 2	773	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	18.37	0.39	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	78	-	317	-	-
HCM Lane V/C Ratio	0.012	-	0.153	-	-
HCM Ctrl Dly (s/v)	8.9	0	18.4	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0	-	0.5	-	-

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	74	103	218	63	262	572
Future Volume (vph)	74	103	218	63	262	572
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.922		0.970			
Flt Protected	0.979					0.985
Satd. Flow (prot)	1625	0	1747	0	0	1774
Flt Permitted	0.979					0.985
Satd. Flow (perm)	1625	0	1747	0	0	1774
Link Speed (mph)	35		45			45
Link Distance (ft)	456		372			276
Travel Time (s)	8.9		5.6			4.2
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	80	111	234	68	282	615
Shared Lane Traffic (%)						
Lane Group Flow (vph)	191	0	302	0	0	897
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	11		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 80.3%		ICU Level of Service D	
Analysis Period (min) 15			

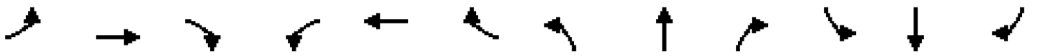
Intersection	
Int Delay, s/veh	16.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	74	103	218	63	262	572
Future Vol, veh/h	74	103	218	63	262	572
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	80	111	234	68	282	615

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1447	268	0	0	302	0
Stage 1	268	-	-	-	-	-
Stage 2	1178	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	145	770	-	-	1259	-
Stage 1	777	-	-	-	-	-
Stage 2	292	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	96	770	-	-	1259	-
Mov Cap-2 Maneuver	96	-	-	-	-	-
Stage 1	777	-	-	-	-	-
Stage 2	193	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	108.28	0	2.73
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	195	565	-
HCM Lane V/C Ratio	-	-	0.976	0.224	-
HCM Ctrl Dly (s/v)	-	-	108.3	8.7	0
HCM Lane LOS	-	-	F	A	A
HCM 95th %tile Q(veh)	-	-	8.2	0.9	-



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	25	0	11	2	0	2	17	229	2	2	574	41
Future Volume (vph)	25	0	11	2	0	2	17	229	2	2	574	41
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	0		0	100		0
Storage Lanes	0		0	0		0	0		0	1		0
Taper Length (ft)	25			25			25			150		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.958			0.932			0.999			0.990	
Flt Protected		0.967			0.976			0.997		0.950		
Satd. Flow (prot)	0	1726	0	0	1694	0	0	1855	0	1770	1844	0
Flt Permitted		0.967			0.976			0.997		0.950		
Satd. Flow (perm)	0	1726	0	0	1694	0	0	1855	0	1770	1844	0
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		495			549			750			987	
Travel Time (s)		11.3			12.5			17.0			22.4	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	27	0	12	2	0	2	18	249	2	2	624	45
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	39	0	0	4	0	0	269	0	2	669	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	42.7%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	25	0	11	2	0	2	17	229	2	2	574	41
Future Vol, veh/h	25	0	11	2	0	2	17	229	2	2	574	41
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	27	0	12	2	0	2	18	249	2	2	624	45

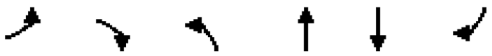
Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	936	939	646	915	960	250	668	0	0	251	0	0
Stage 1	651	651	-	287	287	-	-	-	-	-	-	-
Stage 2	286	288	-	628	673	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	245	264	471	253	257	789	921	-	-	1314	-	-
Stage 1	458	465	-	720	674	-	-	-	-	-	-	-
Stage 2	721	674	-	471	454	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	238	258	471	241	250	789	921	-	-	1314	-	-
Mov Cap-2 Maneuver	238	258	-	241	250	-	-	-	-	-	-	-
Stage 1	457	464	-	704	659	-	-	-	-	-	-	-
Stage 2	703	658	-	458	453	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	19.89	14.87	0.62	0.03
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	123	-	-	281	369	1314	-	-
HCM Lane V/C Ratio	0.02	-	-	0.139	0.012	0.002	-	-
HCM Ctrl Dly (s/v)	9	0	-	19.9	14.9	7.7	-	-
HCM Lane LOS	A	A	-	C	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.5	0	0	-	-

APPENDIX E

CAPACITY ANALYSIS WORKSHEETS
TOTAL TRAFFIC



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	84	15	10	515	196	60
Future Volume (vph)	84	15	10	515	196	60
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.980				0.968	
Flt Protected	0.959			0.999		
Satd. Flow (prot)	1692	0	0	1799	1743	0
Flt Permitted	0.959			0.999		
Satd. Flow (perm)	1692	0	0	1799	1743	0
Link Speed (mph)	35			45	45	
Link Distance (ft)	226			994	372	
Travel Time (s)	4.4			15.1	5.6	
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	95	17	11	585	223	68
Shared Lane Traffic (%)						
Lane Group Flow (vph)	112	0	0	596	291	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	11			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 47.4%		ICU Level of Service A	
Analysis Period (min) 15			

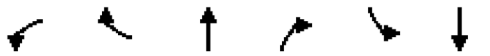
Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	84	15	10	515	196	60
Future Vol, veh/h	84	15	10	515	196	60
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	95	17	11	585	223	68

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	865	257	291	0	-	0
Stage 1	257	-	-	-	-	-
Stage 2	608	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	324	782	1271	-	-	-
Stage 1	786	-	-	-	-	-
Stage 2	543	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	320	782	1271	-	-	-
Mov Cap-2 Maneuver	320	-	-	-	-	-
Stage 1	776	-	-	-	-	-
Stage 2	543	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	19.99	0.15	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	34	-	351	-	-
HCM Lane V/C Ratio	0.009	-	0.32	-	-
HCM Ctrl Dly (s/v)	7.9	0	20	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0	-	1.4	-	-



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	93	270	509	88	81	161
Future Volume (vph)	93	270	509	88	81	161
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.900		0.980			
Flt Protected	0.987					0.984
Satd. Flow (prot)	1600	0	1765	0	0	1772
Flt Permitted	0.987					0.984
Satd. Flow (perm)	1600	0	1765	0	0	1772
Link Speed (mph)	35		45			45
Link Distance (ft)	456		372			857
Travel Time (s)	8.9		5.6			13.0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	98	284	536	93	85	169
Shared Lane Traffic (%)						
Lane Group Flow (vph)	382	0	629	0	0	254
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	11		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 76.9%		ICU Level of Service D	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	18

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	93	270	509	88	81	161
Future Vol, veh/h	93	270	509	88	81	161
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	98	284	536	93	85	169

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	922	582	0	0	628	0
Stage 1	582	-	-	-	-	-
Stage 2	340	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	300	513	-	-	954	-
Stage 1	559	-	-	-	-	-
Stage 2	721	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	270	513	-	-	954	-
Mov Cap-2 Maneuver	270	-	-	-	-	-
Stage 1	559	-	-	-	-	-
Stage 2	650	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	57.4	0	3.06
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	417	602	-
HCM Lane V/C Ratio	-	-	0.916	0.089	-
HCM Ctrl Dly (s/v)	-	-	57.4	9.1	0
HCM Lane LOS	-	-	F	A	A
HCM 95th %tile Q(veh)	-	-	10	0.3	-

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	35	2	19	50	6	64
Future Volume (vph)	35	2	19	50	6	64
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	10	10	10	10	10	10
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.994				0.877	
Flt Protected				0.986	0.996	
Satd. Flow (prot)	1728	0	0	1714	1519	0
Flt Permitted				0.986	0.996	
Satd. Flow (perm)	1728	0	0	1714	1519	0
Link Speed (mph)	35			35	30	
Link Distance (ft)	405			226	259	
Travel Time (s)	7.9			4.4	5.9	
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	40	2	22	57	7	73
Shared Lane Traffic (%)						
Lane Group Flow (vph)	42	0	0	79	80	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	10	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.09	1.09	1.09	1.09	1.09	1.09
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 21.3%		ICU Level of Service A	
Analysis Period (min) 15			

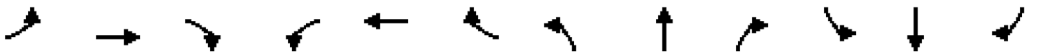
Intersection	
Int Delay, s/veh	4.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	35	2	19	50	6	64
Future Vol, veh/h	35	2	19	50	6	64
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	40	2	22	57	7	73

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	42	0	141	41
Stage 1	-	-	-	-	41	-
Stage 2	-	-	-	-	100	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1567	-	852	1030
Stage 1	-	-	-	-	982	-
Stage 2	-	-	-	-	924	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1567	-	840	1030
Mov Cap-2 Maneuver	-	-	-	-	840	-
Stage 1	-	-	-	-	982	-
Stage 2	-	-	-	-	911	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	2.02	8.87
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	1011	-	-	496	-
HCM Lane V/C Ratio	0.079	-	-	0.014	-
HCM Ctrl Dly (s/v)	8.9	-	-	7.3	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.3	-	-	0	-



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	61	0	39	2	0	2	12	464	2	2	193	18
Future Volume (vph)	61	0	39	2	0	2	12	464	2	2	193	18
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	0		0	100		0
Storage Lanes	0		0	0		0	0		0	1		0
Taper Length (ft)	25			25			25			150		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.947			0.932			0.999			0.987	
Flt Protected		0.970			0.976			0.999		0.950		
Satd. Flow (prot)	0	1711	0	0	1694	0	0	1859	0	1770	1839	0
Flt Permitted		0.970			0.976			0.999		0.950		
Satd. Flow (perm)	0	1711	0	0	1694	0	0	1859	0	1770	1839	0
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		359			431			601			994	
Travel Time (s)		8.2			9.8			13.7			22.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	66	0	42	2	0	2	13	504	2	2	210	20
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	108	0	0	4	0	0	519	0	2	230	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	48.7%	ICU Level of Service	A
Analysis Period (min)	15		

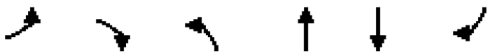
Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	61	0	39	2	0	2	12	464	2	2	193	18
Future Vol, veh/h	61	0	39	2	0	2	12	464	2	2	193	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	66	0	42	2	0	2	13	504	2	2	210	20

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	754	757	220	746	765	505	229	0	0	507	0	0
Stage 1	224	224	-	532	532	-	-	-	-	-	-	-
Stage 2	530	533	-	214	234	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	325	337	820	330	333	567	1339	-	-	1058	-	-
Stage 1	779	718	-	531	526	-	-	-	-	-	-	-
Stage 2	532	525	-	788	711	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	319	332	820	308	328	567	1339	-	-	1058	-	-
Mov Cap-2 Maneuver	319	332	-	308	328	-	-	-	-	-	-	-
Stage 1	777	717	-	524	519	-	-	-	-	-	-	-
Stage 2	523	518	-	746	710	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	16.58	14.12	0.19	0.08
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	45	-	-	419	399	1058	-	-
HCM Lane V/C Ratio	0.01	-	-	0.26	0.011	0.002	-	-
HCM Ctrl Dly (s/v)	7.7	0	-	16.6	14.1	8.4	-	-
HCM Lane LOS	A	A	-	C	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	1	0	0	-	-



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	75	12	17	257	632	95
Future Volume (vph)	75	12	17	257	632	95
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.982				0.982	
Flt Protected	0.959			0.997		
Satd. Flow (prot)	1696	0	0	1795	1768	0
Flt Permitted	0.959			0.997		
Satd. Flow (perm)	1696	0	0	1795	1768	0
Link Speed (mph)	35			45	45	
Link Distance (ft)	226			992	372	
Travel Time (s)	4.4			15.0	5.6	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	77	12	18	265	652	98
Shared Lane Traffic (%)						
Lane Group Flow (vph)	89	0	0	283	750	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	11			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 50.6%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	2.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	75	12	17	257	632	95
Future Vol, veh/h	75	12	17	257	632	95
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	77	12	18	265	652	98

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1001	701	749	0	-	0
Stage 1	701	-	-	-	-	-
Stage 2	300	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	269	439	860	-	-	-
Stage 1	492	-	-	-	-	-
Stage 2	752	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	263	439	860	-	-	-
Mov Cap-2 Maneuver	263	-	-	-	-	-
Stage 1	480	-	-	-	-	-
Stage 2	752	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	23.97	0.58	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	112	-	278	-	-
HCM Lane V/C Ratio	0.02	-	0.322	-	-
HCM Ctrl Dly (s/v)	9.3	0	24	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.1	-	1.3	-	-

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	92	103	258	74	262	639
Future Volume (vph)	92	103	258	74	262	639
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.929		0.970			
Flt Protected	0.977					0.986
Satd. Flow (prot)	1634	0	1747	0	0	1775
Flt Permitted	0.977					0.986
Satd. Flow (perm)	1634	0	1747	0	0	1775
Link Speed (mph)	35		45			45
Link Distance (ft)	456		372			854
Travel Time (s)	8.9		5.6			12.9
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Adj. Flow (vph)	99	111	277	80	282	687
Shared Lane Traffic (%)						
Lane Group Flow (vph)	210	0	357	0	0	969
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	11		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 87.6%		ICU Level of Service E	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	42.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	92	103	258	74	262	639
Future Vol, veh/h	92	103	258	74	262	639
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	99	111	277	80	282	687

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1568	317	0	0	357	0
Stage 1	317	-	-	-	-	-
Stage 2	1251	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	122	723	-	-	1202	-
Stage 1	738	-	-	-	-	-
Stage 2	270	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	~ 76	723	-	-	1202	-
Mov Cap-2 Maneuver	~ 76	-	-	-	-	-
Stage 1	738	-	-	-	-	-
Stage 2	167	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	297.47	0	2.59
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	144	523	-
HCM Lane V/C Ratio	-	-	1.458	0.234	-
HCM Ctrl Dly (s/v)	-	-	297.5	8.9	0
HCM Lane LOS	-	-	F	A	A
HCM 95th %tile Q(veh)	-	-	13.9	0.9	-

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	47	6	67	44	4	40
Future Volume (vph)	47	6	67	44	4	40
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	10	10	10	10	10	10
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.985				0.877	
Flt Protected				0.971	0.996	
Satd. Flow (prot)	1712	0	0	1688	1519	0
Flt Permitted				0.971	0.996	
Satd. Flow (perm)	1712	0	0	1688	1519	0
Link Speed (mph)	35			35	30	
Link Distance (ft)	405			226	259	
Travel Time (s)	7.9			4.4	5.9	
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	48	6	69	45	4	41
Shared Lane Traffic (%)						
Lane Group Flow (vph)	54	0	0	114	45	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	10	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.09	1.09	1.09	1.09	1.09	1.09
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 22.7%		ICU Level of Service A	
Analysis Period (min) 15			

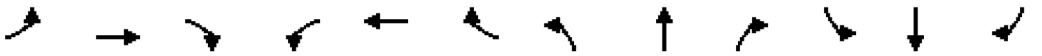
Intersection	
Int Delay, s/veh	4.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	47	6	67	44	4	40
Future Vol, veh/h	47	6	67	44	4	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	48	6	69	45	4	41

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	55	0	235	52
Stage 1	-	-	-	-	52	-
Stage 2	-	-	-	-	184	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1551	-	753	1016
Stage 1	-	-	-	-	971	-
Stage 2	-	-	-	-	848	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1551	-	719	1016
Mov Cap-2 Maneuver	-	-	-	-	719	-
Stage 1	-	-	-	-	971	-
Stage 2	-	-	-	-	809	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	4.48	8.85
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	979	-	-	1086	-
HCM Lane V/C Ratio	0.046	-	-	0.045	-
HCM Ctrl Dly (s/v)	8.9	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	0	25	2	0	2	41	235	2	2	578	65
Future Volume (vph)	39	0	25	2	0	2	41	235	2	2	578	65
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	0		0	100		0
Storage Lanes	0		0	0		0	0		0	1		0
Taper Length (ft)	25			25			25			150		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.947			0.932			0.999			0.985	
Flt Protected		0.970			0.976			0.993		0.950		
Satd. Flow (prot)	0	1711	0	0	1694	0	0	1848	0	1770	1835	0
Flt Permitted		0.970			0.976			0.993		0.950		
Satd. Flow (perm)	0	1711	0	0	1694	0	0	1848	0	1770	1835	0
Link Speed (mph)		30			30			45			30	
Link Distance (ft)		382			488			292			992	
Travel Time (s)		8.7			11.1			4.4			22.5	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	42	0	27	2	0	2	45	255	2	2	628	71
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	69	0	0	4	0	0	302	0	2	699	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.0%		ICU Level of Service B	
Analysis Period (min) 15			

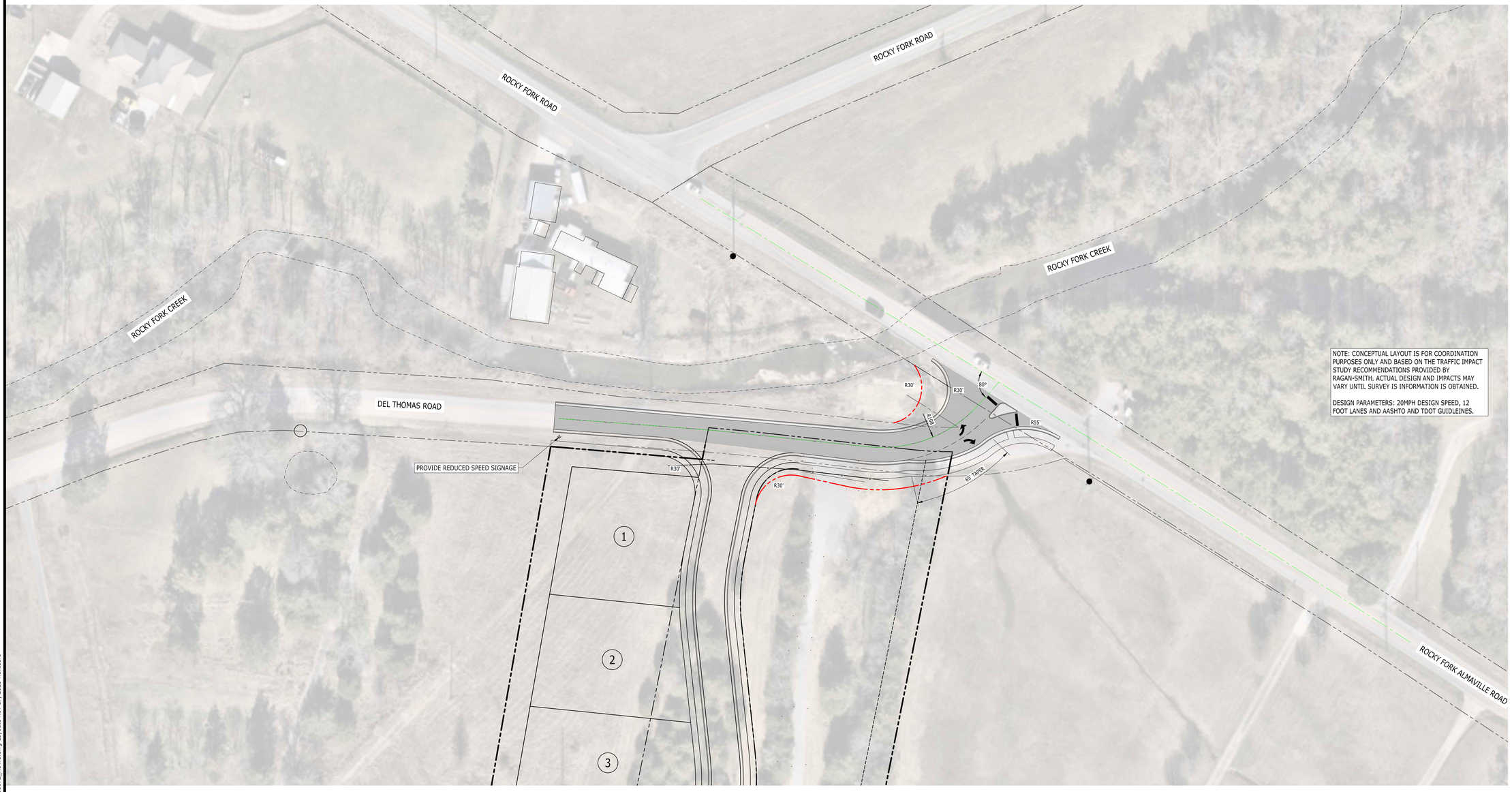
Intersection	
Int Delay, s/veh	2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	39	0	25	2	0	2	41	235	2	2	578	65
Future Vol, veh/h	39	0	25	2	0	2	41	235	2	2	578	65
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	42	0	27	2	0	2	45	255	2	2	628	71

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1013	1015	664	978	1049	257	699	0	0	258	0	0
Stage 1	668	668	-	346	346	-	-	-	-	-	-	-
Stage 2	345	347	-	633	703	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	218	238	461	230	227	782	898	-	-	1307	-	-
Stage 1	448	456	-	670	636	-	-	-	-	-	-	-
Stage 2	671	635	-	468	440	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	204	224	461	203	214	782	898	-	-	1307	-	-
Mov Cap-2 Maneuver	204	224	-	203	214	-	-	-	-	-	-	-
Stage 1	447	456	-	631	599	-	-	-	-	-	-	-
Stage 2	630	598	-	440	439	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	23.75	16.31	1.36	0.02
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	265	-	-	261	323	1307	-	-
HCM Lane V/C Ratio	0.05	-	-	0.267	0.013	0.002	-	-
HCM Ctrl Dly (s/v)	9.2	0	-	23.7	16.3	7.8	-	-
HCM Lane LOS	A	A	-	C	C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	1	0	0	-	-



NOTE: CONCEPTUAL LAYOUT IS FOR COORDINATION PURPOSES ONLY AND BASED ON THE TRAFFIC IMPACT STUDY RECOMMENDATIONS PROVIDED BY RAGAN-SMITH. ACTUAL DESIGN AND IMPACTS MAY VARY UNTIL SURVEY IS INFORMATION IS OBTAINED.

DESIGN PARAMETERS: 20MPH DESIGN SPEED, 12 FOOT LANES AND AASHTO AND TDOT GUIDLEINES.

N

0' 20' 40' 80' 120'

DRAWING SCALE (1"=40')

Catalyst DESIGN GROUP
1324 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
(615) 622-7200 | WWW.CATALYST-DG.COM

GOODALL HOMES
393 MAPLE STREET
#100
GALLATIN, TN 37066
615.703.5883

GOODALL HOMES
PATTERSON PROPERTY
7025 DEL THOMAS ROAD
SMYRNA, TN 37167
RUTHERFORD COUNTY

NO.	DATE	DESCRIPTION

DRAWING TITLE
R.O.W. IMPROVEMENTS EXHIBIT

PROJECT NUMBER
20250072

DRAWING NUMBER
1

P:\2025\20250072_Goodall - Patterson Property\dwg\Exhibits\SitePlan\20250072_ROWS.dwg-Layout1 Nov 17, 2025 wbissard

P:\2025\20250072_Goodall – Patterson Property\dwg\The Courtyards\20250072_TurnLane.dwg-Layout1 Nov 17, 2025 wbissard

Catalyst DESIGN GROUP
1524 WILLIAMS DRIVE, SUITE 201, MURFREESBORO, TN 37129
(615) 622-7200 | WWW.CATALYST-DG.COM

GOODALL HOMES
393 MAPLE STREET
#100
GALLATIN, TN 37066
615.703.5883

GOODALL HOMES
PATTERSON PROPERTY

7025 DEL THOMAS ROAD
SMYRNA, TN 37167
RUTHERFORD COUNTY

NO.	DATE	DESCRIPTION

DRAWING TITLE

R.O.W. IMPROVEMENTS EXHIBIT

PROJECT NUMBER
20250072

DRAWING NUMBER
2

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

August 1, 2025

Mr. Danny Hieronimus
Goodall Homes
393 Maple Street, Suite 100
Gallatin, TN 37129

Re: Unnamed Development
7025 Del Thomas Road, Smyrna, TN
Tax Map 54, Parcels 20.00, 20.01, & 3.02 (part of)
Will Serve Letter – Water Only

Dear Mr. Danny Hieronimus,

This "Will Serve Letter" is for the property identified above (hereafter "Developer/Development") which lies within the water service area of Consolidated Utility District of Rutherford County (hereafter "the District"). Based on the Water Service Availability Request provided to the District, your proposed project will create a total of 202 residential lots (40 townhomes and 162 single-family) and one commercial lot (amenity center including pool, cabana building with restrooms, mail center, etc.). The fire protection requirement is 1,000 gpm @ 20 psi for the residential lots and 1,500 gpm @ 20 psi for the commercial lot (per the Smyrna Fire-Rescue Dept.). No fire sprinkler or irrigation requirements were submitted or assumed. An irrigation requirement of 30 gpm was ASSUMED for the amenity center.

The District's water system currently has a 12-inch water main along Del Thomas and an 8-inch water main along Du Bois Avenue which will be the main points of connection for the Development. **The current infrastructure should meet the domestic water and irrigation demands, plus the fire protection requirements for the residential lots, but NOT the fire protection requirements of the commercial lot (namely the amenity center) at full build out of the Development with connections to multiple existing water mains as noted above.** *The approximate maximum fire flow available is only 1,400 gpm at the commercial lot.* **Due to those multiple connections each section of the Development will need to be evaluated individually BEFORE detailed design commences on each section.** Exact details of the connections and water main size required throughout the Development will be determined in the design phase after the initial set of construction plans are submitted and reviewed.

The fire protection demands used in this evaluation are based on the information noted above which ASSUMES IF ANY multi-family residential structures (such as duplexes, triplexes, etc. or townhomes) are included in the Development they meet the requirements to be treated as a single-family residential lot. The Developer MUST verify with the applicable fire protection regulating body what the requirements are to meet that assumption and ADHERE TO THOSE REQUIREMENTS. Otherwise, the Developer MUST submit another Water Service Availability Request with the updated fire protection requirements (as prescribed in a letter or email from the applicable fire protection regulating body) BEFORE moving forward with the Development.

If the fire protection requirements for the commercial lot can be reduced by incorporating fire sprinklers, or other measures, another Water Service Availability Request MUST be submitted with the updated fire protection requirements BEFORE moving forward with the Development.

The District understands sewer service for this development will be provided by the Town of Smyrna Utilities Department. The Developer should verify availability and requirements with the applicable entity that reviews and approves such systems.

No public water improvements and/or extensions shall be approved or installed until all conditions are fulfilled as outlined in the District's Developer's Packet and are subject to payment by Developer of engineering and inspection fees. All water lines/facilities improvements needed to serve the property in question are to be installed by the Developer in accordance with the District's policies and procedures as outlined in the Technical Specifications of the District which can be found on our website or at our office.

This letter is specifically subject to the above conditions and such other terms and conditions as the District may require from time to time or at the time the water line improvements/upgrades are to be implemented and installed according to the District's requirements. This letter is intended only as a matter of "general information" and is not a contract between the parties. The letter shall not be considered an agreement or obligation of the District to provide water service to the Developer. In addition, there are or may be additional terms, requirements, and conditions of the District to provide water service to the Developer which are not set forth or otherwise referred to in this letter.

In addition to the foregoing, this letter and any approval(s) previously granted the Developer by the District shall automatically expire within two (2) years from the date of this letter, unless the District has approved the Developer's Construction Plans (meaning all the District's review comments have been fully addressed and it is ready for "CUD Water Plans" to be prepared) or the District has issued an approved commercial meter application for the site.

Please feel welcome to call or email if you have questions.

Sincerely,

Alan Stuemke, P.E.
Director of Engineering, Consolidated Utility District
PH: 615-225-3311 | Fax: 615-225-3314 | Email: astuemke@cudrc.com

Pc: Wesley Blissard, P.E., Catalyst Design Group:
Roger Goodson, CUD General Manager
Jimmy Hailey, P.E., James C. Hailey & Company
Mark Parker, P.E., Assistant Director of Utilities @ Town of Smyrna, Utilities
Kristi Worrell, Building Official @ Town of Smyrna, Building Safety
James Lawrence, Assistant Fire Chief @ Town of Smyrna, Fire-Rescue Dept.
Kevin Rigsby, Planning Manager @ Town of Smyrna, Planning & Zoning
Mitch Wensman, Planner @ Town of Smyrna, Planning & Zoning

Catalyst Design Group – Annexation and PRD Zoning Request

Tax Map 54, Parcel 20.00, owned by Ronald S. Patterson, Parcel 20.01, owned by the Ronald S. Patterson Living Trust, the Rodney C. Patterson Living Trust, and the Will Mefford Living Trust, and Parcel 3.04, owned by SCollins2 Properties. All properties requested by Catalyst Design Group on behalf of the owners.

Bordered on the west by Parcel 3.02, owned by Lou Ann Zelenik, Parcel 1.07, owned by Mark and Marcia Kendrick, and Parcel 35.02, owned by J. Kyle Maxfield; on the south by Parcel 39.02, owned by Jeffery A. Williams, and Parcel 39.08, owned by Jeffery A. and Robin T. Williams; on the east by the Courtyards at Stewart Creek development and Parcel 8.00, owned by Dennis Butler; and on the north by Parcel 3.01, owned by Gilbert and Yoana Cavazos, Parcel 3.03, owned by Jose Barrera and Nallely Del Valle Morales, Parcel 3.00, owned by the Gary and Melva Lou Follis Living Trust, and Del Thomas Road. Area annexed contains approximately 102 acres.

The annexation includes the existing right-of-way of Rocky Fork Almaville Road from the existing Town limits approximate 660’ to the intersection with Del Thomas Road, as well as the existing right-of-way of Del Thomas Road from Rocky Fork Almaville Road approximately 450’ to the westernmost boundary of the requested properties.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 15.
Department: Building & Codes
Date: February 26, 2026

Subject:
Consideration of an Ordinance amending the Smyrna Municipal Code Title 12 relative to adoption of 2024 Uniform Building Codes. Second Reading

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 require ments.

(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 develop ment 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.I.2) Testing is replaced with Section N1102.4.2.I 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 16.
Department: Building & Codes
Date: February 26, 2026

Subject:
Consideration of an Ordinance amending the Smyrna Municipal Code Title 7 relative to the adoption of the 2024 International Fire Code.

Fiscal Impact:
none known

Contract Type:

Contract Term (if applicable):

Background:
This item accompanies the adoption of the 2024 International Building Codes and updates Title 7 of the Municipal Code to reflect adoption of the 2024 International Fire Code. The Fire Code was inadvertently omitted from the prior agenda item that updated the Uniform Building/Utilities 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.

This item amends Title 7 of the Municipal Code to adopt the 2024 International Fire Code, which was inadvertently omitted from the agenda item implementing the 2024 editions of the other referenced ICC publications.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #26-17 - 2024 Fire Code adoption
2. Title 7 - 2026 redline update

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-

AN ORDINANCE relative to the amendment of the Town of Smyrna Municipal Code, Title 7 "Fire Protection and Fireworks" Sections 7-101 and 7-103 relative to the adoption of the 2024 International Fire Code.

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 7 "Fire Protection and Fireworks" Sections 7-101 and 7-103, 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

CHAPTER 1: FIRE CODE[1]

§ 7-101 FIRE CODE ADOPTED.

The International Fire Code, 2024~~2018~~ edition, and modifications thereto, is hereby adopted and incorporated by reference as part of this municipal code, and is hereinafter referred to as the Fire Code.

(2007 Code, § 7-101) (Ord. 14-02, Ord. 18-41, passed 11-13-2018)

§ 7-102 ENFORCEMENT.

The Fire Code shall be enforced by the building official or his or her designee. He or she shall have the same powers as the State Fire Marshal if he or she is a certified Tennessee fire inspector.

(2007 Code, § 7-102) (Ord. 04-46, passed 11-9-2004)

§ 7-103 MODIFICATIONS.

(1) Section 101.1 Title. Add "Town of Smyrna, TN" in place of "[name of jurisdiction]".

~~(2) Section 1010.1.9.5 Bolt locks. Exceptions #3 and 4. Add "M" after "F".~~

(2~~3~~) Appendix B, C, and D are adopted.

(2007 Code, § 7-103) (Ord. 14-02, Ord. 18-41, passed 12-2018)

§ 7-104 GASOLINE TRUCKS.

No person shall operate or park any gasoline tank truck within the Central Business District or within any residential area at any time except for the purpose of and while actually engaged in the expeditious delivery of gasoline.

(2007 Code, § 7-104)

§ 7-105 VIOLATIONS.

It shall be unlawful for any person to violate any of the provisions of this chapter or the Fire Prevention Code hereby adopted, or fail to comply therewith, or violate or fail to comply with any order made thereunder; or build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken; or fail to comply with such an order as affirmed or modified by the Town Council or by a court of competent jurisdiction, within the time fixed herein. The application of a penalty under the general penalty clause for the town code shall not be held to

[1]Cross reference(s)—Emergency vehicles, see Title 15, Chapter 2; Fires in streets, see §16-112; Illegal use of fire hydrants, see §18-110; Private fire lines, see §18-107

prevent the enforced removal of prohibited conditions. Each day a violation is allowed to continue shall constitute a separate offense.

(2007 Code, § 7-105)

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 17.
Department: Administration
Date: February 26, 2026

Subject:
Consideration of the annual appointment to various Board and Committee vacancies.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
Each year in the month of March, nominations and appointments are made to fill vacancies on all Boards and Committees.

Summary:
Citizen Applicant Appointed Vacancies:
Sister City- 3 terms ending in 2029
Smyrna Housing Authority- 1 term ending in 2031
Planning Commission- 2 terms ending in 2028
Historic Zoning- 1 term ending in 2031 and 1 unexpired term ending in 2029
BZA- 2 terms ending in 2029
Beer Board- 1 term ending in 2029
Project Assistance- 1 term ending in 2029 and 1 unexpired term ending in 2028
Packaged Liquor- 1 term ending in 2029
Stormwater Advisory- 1 unexpired term ending in 2027
Industrial Development Board- 1 unexpired term ending in 2027, 1 unexpired term ending in 2030, 1 unexpired term ending in 2031
Adjustment and Appeals- 1 term ending in 2029, 1 unexpired term ending in 2028

Council Representative Appointed Vacancies:
Smyrna Charity Assistance- 1 Council Representative ending in 2027
Memorial Sub Committee- 1 Council Representative ending in 2030
Sister City Funding Sub Committee- 1 Council Representative ending in 2028

Recommended Council Action:
Staff recommends nomination and confirmation of appointments to Town Boards and Committees.

Attachments:
None