



TOWN OF SMYRNA

TOWN COUNCIL MEETING

AGENDA



To be placed under Smyrna Town Council Citizen Comments, an individual must fill out the online form, call or email the Town Clerk's office before 4:30 PM on the business day before the Council meeting and request to be placed under Citizen Comments; provide his or her name, address and telephone number; and state the purpose of addressing the Council.

Speakers are limited to 3 minutes. Additional comments may be submitted in writing.

April 14, 2026

5:00 PM

Smyrna Town Hall

1. Call to Order

Prayer: Smyrna Police Department Chaplain, Tim York

Pledge of Allegiance: Town Attorney, Jeff Peach

2. Roll Call

3. Approval or Correction of Minutes

March 10, 2026, regular meeting, the March 26, 2026, workshop meeting and the March 27, 2026, and April 2, 2026, special-called meetings of the Town Council.

4. Awards and Recognitions

Proclamation for Senior Citizens Day

5. Consent Agenda

Note: Consent Agenda items will be those items determined by the Town Manager to be routine matters not necessitating discussion. All Consent Agenda items may be voted upon simultaneously pursuant to a single motion. There will be no separate discussion of these items unless a member of the Town Council requests that discussion be held, in which case the item will be removed from the Consent Agenda and considered separately. Following passage of the remaining Consent Agenda items, discussion of any items removed from the Consent Agenda shall be held and separate motions and votes shall be taken for each of the items removed.

- a. Approval of the terms of, and authorization for the Mayor to execute, an amendment with Neel Schaffer for additional CEI services associated with the ITS Phase 3, 4, 5 project to oversee installation of the replacement fiber along Lowry Street.

- b. Approval of the terms of, and authorization for the Mayor to execute, addendum 2 with Kimley Horn for the Old Nashville Highway Sidewalk project.
- c. Approval of the terms of, and authorization for the Mayor to execute, a contract from the Tennessee Commission for the United States Semiquincentennial for the Smyrna Greenway Historical Signage Revitalization project in the amount of \$23,482.
- d. Consideration and authorization of a list of items to be auctioned through online surplus sale with GovDeals.

6. Old Business

- a. **PUBLIC HEARING**: Consideration of an Ordinance amending the Smyrna Municipal Code Title 7 relative to the adoption of the 2024 International Fire Code.

7. New Business

- a. Planning Commission Report
 - 1. Consideration of an Ordinance relative to the rezoning of property located on Tax Map 28, part of Parcel 12.02 from C-2 to PCD requested by SEC, Inc. on behalf of CSC Properties, LLC. The property requested to be rezoned contains approximately 2.21 acres and is located on Lee Victory Parkway.
 - 2. Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article IV Supplementary Provisions Applying to Specific Districts, Section 4.010.2.B regarding parking requirements for elementary and middle schools.
- b. Consideration of a Resolution revising the updated Town of Smyrna logo.
- c. Consideration of an Ordinance relative to an update to the Sewer Use Ordinance.
- d. Consideration of the appointment of one (1) member to the Board of Zoning appeals to serve a three-year term ending in 2029.
- e. Consideration of the appointment of one (1) member to the Sister City Relations Committee to serve an unexpired term ending in 2028.

8. Public Comment

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

9. Other

10. Status Reports

February State Shared & Local Sales Tax

11. Correspondence & Announcements

12. Adjournment



TOWN OF SMYRNA

TOWN COUNCIL MEETING

MINUTES



March 10, 2026

5:00 PM

Smyrna Town Hall

1. Call to Order

Mayor Reed called the meeting to order at 05:01 PM.

Prayer: Smyrna Police Department Chaplain, Tim York

The Invocation was led by Smyrna Police Department Chaplain, Tim York.

Pledge of Allegiance: Ms. Mehaffey's 1st grade class (Thurman Francis Arts Academy)

The Pledge of Allegiance was led by Ms. Mehaffey's 1st grade class from Thurman Francis Arts Academy.

2. Roll Call

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

3. Approval or Correction of Minutes

February 10, 2026, regular meeting, the February 24, 2026 special-called meeting, and the February 26, 2026, workshop meeting of the Town Council.

Following a review of the minutes of the February 10, 2026, regular meeting, the February 24, 2026 special-called meeting, and the February 26, 2026, workshop meeting of the Town Council, Vice-Mayor Marc Adkins made a motion to approve the minutes; the motion was duly seconded by Council Member Steve Sullivan. The motion was approved 7-0.

4. Awards and Recognitions

Proclamation in support of First Responder Wellness Week, March 23–27.

Proclamation recognizing Smyrna Housing Authority Chairperson, Tommy Francis.

At this time, the Town Council presented a Proclamation in support of First Responder Wellness Week and a Proclamation recognizing Smyrna Housing Authority

Chairperson, Tommy Francis.

5. Consent Agenda

The following Consent Agenda items were next presented for consideration by the Town Council. Following discussion, Consent Agenda Item "e" was pulled for individual discussion and vote. Following further discussion relative to the remaining consent items, Council Member Steve Sullivan made a motion to approve and adopt the remaining Consent Agenda items. Said motion was seconded by Council Member Jerome Dempsey and, upon further discussion, approved 7-0.

Next, Consent Agenda Item "e" was discussed individually. Following discussion, Council Member Jerome Dempsey made a motion to approve Consent Agenda Item "e". Said motion was seconded by Council Member Steve Sullivan, and after further discussion, approved 7-0.

A copy of said documents referenced on the Consent Agenda are attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "1".

- 5.a. 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.**
- 5.b. 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.**
- 5.c. 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.**
- 5.d. 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.e. 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.**
- 5.f. 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.**
- 5.g. 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.**
- 5.h. Approval of the terms of, and authorization for the Mayor to execute, an agreement for the Smyrna Outdoor Adventure Center Fall Exhibit, "Sonic Sensation."**
- 5.i. Consideration and approval of the Smyrna Parks and Recreation 5-Year**

Master Plan.

6. Old Business

- 6.a. PUBLIC HEARING: 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.**

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

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

Following discussion, Vice-Mayor Marc Adkins made a motion to approve the Ordinance on second and final reading; the motion was duly seconded by Council Member Gerry Short. After further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on second and final reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "2." (Ordinance #26-14)

- 6.b. PUBLIC HEARING: 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.**

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

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

Following discussion, Council Member Steve Sullivan made a motion to approve the Ordinance on second and final reading; the motion was duly seconded by Council Member Jerome Dempsey. After further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on second and final reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "3."
(Ordinance #26-16)

6.c. PUBLIC HEARING: Consideration of an Ordinance amending the Smyrna Municipal Code Title 12 relative to adoption of 2024 Uniform Building Codes.

The Town Council next considered on second and final reading an Ordinance amending the Smyrna Municipal Code Title 12 relative to adoption of 2024 Uniform Building Codes. The Planning Commission reviewed and recommended approval of this item.

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

Following discussion, Vice-Mayor Marc Adkins made a motion to approve the Ordinance on second and final reading; the motion was duly seconded by Council Member Jerome Dempsey. After further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on second and final reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "4."
(Ordinance #26-13)

7. New Business

7.a. Planning Commission Report

7.a.1. 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.

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

Following discussion, Vice-Mayor Marc Adkins made a motion to defer the Ordinance on first reading to the April regular meeting. The motion was duly seconded by Council Member Steve Sullivan. After further discussion, the motion to defer was approved 7-0.

A copy of said Ordinance, as deferred on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "5." (Ordinance #26-15)

7.a.2. Consideration of an Ordinance relative to the rezoning of Tax Map 27, Parcel 11.00 and part of Parcel 14.00, from R-1, C-2, and P&O-1 to PID, owned by Gilsville Family Center, Inc. and requested by Thomas and Hutton on behalf of KBC Advisors. The properties requested to be rezoned contain approximately 28.3 acres and are located on Nissan Drive and Jefferson Pike.

This application was withdrawn at the request of the applicant. No further action was necessary at this time.

7.a.3. Consideration of an Ordinance relative to the rezoning of property located on Tax Map 34I, Group F, Parcel 18.00 owned by Armia Saber and Meriana Messiha Saber containing .54 acre from R-2 to C-2. The property is located at 11264 Old Nashville Highway.

The Town Council next considered on first reading an Ordinance relative to the rezoning of property located on Tax Map 34I, Group F, Parcel 18.00 owned by Armia Saber and Meriana Messiha Saber containing .54 acre from R-2 to C-2. The property is located at 11264 Old Nashville Highway. The recommendation of the Planning Commission was that the request be denied.

Following discussion, Council Member Steve Sullivan made a motion to deny the Ordinance on first reading. The motion to deny was duly seconded by Council Member HG Cole. After further discussion, the motion to deny this Ordinance on first reading was approved 7-0.

7.a.4. Consideration of a Resolution authorizing the acquisition of right-of-way and easements by negotiation or condemnation for the purpose of a sewer line project along Morton Lane.

The Town Council next considered a Resolution authorizing the acquisition of right-of-way and easements by negotiation or condemnation for the purpose of a sewer line project along Morton Lane.

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

A copy of said Resolution, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "6." (Resolution #26-9)

7.a.5. Consideration of an Ordinance amending the text of the Smyrna Sign Ordinance Chapter 3 General Provisions, Sections D and E, and Chapter 7 Temporary Sign Provisions, Sections A, B, and C.

The Town Council next considered on first reading an Ordinance amending the text of

the Smyrna Sign Ordinance Chapter 3 General Provisions, Sections D and E, and Chapter 7 Temporary Sign Provisions, Sections A, B, and C. The recommendation of the Planning Commission was that the request be approved.

Following discussion, Vice-Mayor Marc Adkins made a motion to approve the Ordinance on first reading. The motion was duly seconded by Council Member Racquel Peebles. After further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "7."
(Ordinance #26-18)

7.a.6. Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article V Zoning Districts, Section 5.051.4.C regarding accessory apartments in the R-4 Medium Density Residential District.

The Town Council next considered on first reading an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article V Zoning Districts, Section 5.051.4.C regarding accessory apartments in the R-4 Medium Density Residential District. The recommendation of the Planning Commission was that the request be approved.

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

A copy of said Ordinance, as approved on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "8."
(Ordinance #26-19)

7.a.7. Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article II, Definitions, Sections 2.020 and 2.036.12 and Article V Zoning Districts, Sections 5.052.1, 5.052.2, 5.052.4, and 5.052.6 regarding bail bond agency requirements.

The Town Council next considered on first reading an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article II, Definitions, Sections 2.020 and 2.036.12 and Article V Zoning Districts, Sections 5.052.1, 5.052.2, 5.052.4, and 5.052.6 regarding bail bond agency requirements. The recommendation of the Planning Commission was that the request be approved.

Following discussion, Vice-Mayor Marc Adkins made a motion to approve the Ordinance on first reading. The motion was duly seconded by Council Member Racquel Peebles. After further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "9."
(Ordinance #26-20)

7.a.8. Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article II Definitions, Sections 2.020, 2.036.14, and 2.036.23, Article IV Supplementary Provisions Applying to Specific Districts adding Section 4.210, and Article V Zoning Districts, Sections 5.052.7, 5.053.1, and 5.053.2 regarding tobacco, vape, and cannabinoid retailers.

The Town Council next considered on first reading an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article II Definitions, Sections 2.020, 2.036.14, and 2.036.23, Article IV Supplementary Provisions Applying to Specific Districts adding Section 4.210, and Article V Zoning Districts, Sections 5.052.7, 5.053.1, and 5.053.2 regarding tobacco, vape, and cannabinoid retailers. The recommendation of the Planning Commission was that the request be approved.

Following discussion, Council Member HG Cole made a motion to approve the Ordinance on first reading. The motion was duly seconded by Vice-Mayor Marc Adkins. After further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "10." (Ordinance #26-21)

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

The Town Council next considered on first reading an Ordinance amending the Smyrna Municipal Code Title 7 relative to the adoption of the 2024 International Fire Code. The recommendation of the Planning Commission was that the request be approved.

Following discussion, Council Member Steve Sullivan made a motion to approve the Ordinance on first reading. The motion was duly seconded by Council Member Racquel Peebles. After further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on first reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "11." (Ordinance #26-17)

7.c. 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.

The Town Council next considered 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.

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

A copy of said Resolution, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "12." (Resolution #26-8)

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

The Town Council next considered a Resolution to request an unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act.

Following discussion, Council Member Jerome Dempsey made a motion to approve the Resolution. The motion was duly seconded by Council Member H.G. Cole. After further discussion, the motion was approved 7-0.

A copy of said Resolution, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "13" (Resolution #26-7)

8. Board & Committee Appointments

8.a. Consideration of the appointment of one (1) member to the Stormwater Advisory Board to serve an unexpired term ending in 2027.

At this time, the Town Council considered the appointment of one (1) member to the Stormwater Advisory Board to serve an unexpired term ending in 2027. Being there was only one applicant, the Town Council unanimously appointed Matthew Ford to serve the unexpired term on the Stormwater Advisory Board ending in 2027.

8.b. Consideration of the appointment of two (2) members to the Project Assistance Board; one (1) to serve an unexpired term ending in 2028 and one (1) to serve a term ending in 2029.

The Town Council next considered the appointment of two (2) members to the Project Assistance Board; one (1) to serve an unexpired term ending in 2028 and one (1) to serve a term ending in 2029. Following discussion, Council Member Steve Sullivan nominated applicant, Donald Merritt, to serve the unexpired term ending in 2028 and applicant, Wendy Lloyd, to serve the term ending in 2029. There being no other nominations, said appointments were confirmed unanimously by the Council.

8.c. Consideration of the appointment of one (1) member to the Smyrna Housing Authority to serve a term ending in 2031.

The Town Council next considered the appointment of one (1) member to the Smyrna Housing Authority to serve a term ending in 2031. Mayor Reed appointed applicant, Jason Surratt, to serve a term on the Smyrna Housing Authority ending in 2031.

8.d. Consideration of the appointment of two (2) members to the Planning Commission to serve terms ending in 2028.

The Town Council next considered the appointment of two (2) members to the Planning Commission to serve terms ending in 2028. Mayor Reed reappointed applicant, Vanessa Haley, and appointed applicant Scott Demonbreun to serve the terms ending in 2028.

8.e. Consideration of the appointment of two (2) members to the Historic Zoning Commission; one (1) to serve an unexpired term ending in 2029 and one (1) to serve a term ending in 2031.

The Town Council next considered the appointment of two (2) members to the Historic Zoning Commission; one (1) to serve an unexpired term ending in 2029 and one (1) to serve a term ending in 2031. Mayor Reed nominated applicants Nikki Sasser to serve the term ending in 2031 and Patricia Thurmon to serve the term ending in 2029 on the Historic Zoning Commission. Said nominations were confirmed unanimously.

8.f. Consideration of the appointment of two (2) members to the Board of Zoning Appeals to serve terms ending in 2029.

The Town Council next considered the appointment of two (2) members to the Board of Zoning Appeals to serve terms ending in 2029. Applicant Tyler Short was nominated for reappointment at this time by Vice-Mayor Marc Adkins. Gregory Creasey was also nominated by the Vice-Mayor. There being no other nominations, both applicants were confirmed unanimously to serve a term on the Board of Zoning Appeals ending in 2029.

8.g. Consideration of the appointment of three (3) members to the Sister City Relations Committee to serve terms ending in 2029.

The Town Council next considered the appointment of three (3) members to the Sister City Relations Committee to serve terms ending in 2029. Mayor Reed nominated applicants Melody Villalobos, Barbara Ibarra and Marc Michaelson were each reappointed to serve terms ending in 2029. In addition, because Gregory Creasey was appointed to serve on the Board of Zoning Appeals, his seat became vacant as an unexpired term ending in 2028. At this time, Mayor Reed nominated applicant, Samantha Minoski to fill the unexpired term of Mr. Creasey ending in 2028. There being no other nominations, the appointments were confirmed unanimously.

8.h. Consideration of the appointment of one (1) member to the Beer Board to serve a term ending in 2029.

The Town Council next considered the appointment of one (1) member to the Beer Board to serve a term ending in 2029. Vice-Mayor Marc Adkins nominated Jesse Bobick to serve the term ending in 2029. In addition, because current Board Member Jason Surratt was appointed to the Smyrna Housing Authority, his seat on the Beer Board became vacant to be filled as an unexpired term. Vice-Mayor Marc Adkins nominated the applicant, Eric Duchanin, to serve the unexpired term ending in 2027. There being no other nominations, the applicants were confirmed unanimously.

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

The Town Council next considered the appointment of three (3) members to the Industrial Development Board; one (1) to serve an unexpired term ending in 2027, one (1) to serve an unexpired term ending in 2030, and one (1) to serve an unexpired term ending in 2031. There only being one applicant at this time, Kenneth Chunn was

unanimously appointed to serve the unexpired term ending in 2031. Mayor Reed announced that we will continue accepting applications until all vacancies have been filled.

8.j. Consideration of the appointment of one (1) member to the Packaged Liquor Board to serve a term ending in 2029.

The Town Council next considered the appointment of one (1) member to the Packaged Liquor Board to serve a term ending in 2029. There being no applicants at this time, Mayor Reed announced that we will continue accepting applications until the vacancy is filled.

8.k. Consideration of the appointment of two (2) members to the Board of Adjustment & Appeals; one (1) to serve an unexpired term ending in 2028 and one (1) to serve a term ending in 2029.

The Town Council next considered the appointment of two (2) members to the Board of Adjustment & Appeals; one (1) to serve an unexpired term ending in 2028 and one (1) to serve a term ending in 2029. Upon the recommendation of the Town Manager and Town Planner, applicant Mike Allen was reappointed to serve a term ending in 2029. The unexpired term will remain open until such time it is filled.

8.l. Consideration of the appointment of one (1) Council Representative to serve a term on the Smyrna Charity Assistance Board ending in 2027.

The Town Council next considered the appointment of one (1) Council Representative to serve a term on the Smyrna Charity Assistance Board ending in 2027. Following discussion, Council Member Racquel Peebles self-nominated and was unanimously confirmed to serve an additional term as Council Representative on the Smyrna Charity Assistance Board ending in 2027.

8.m. Consideration of the appointment of one (1) Council Representative to serve a term on the Kuss Memorial Funding Sub-Committee ending in 2030.

The Town Council next considered the appointment of one (1) Council Representative to serve a term on the Kuss Memorial Funding Subcommittee ending in 2030. Following discussion, Council Member Steve Sullivan self-nominated and was unanimously confirmed to serve an additional term as Council Representative on the Kuss Memorial Funding Subcommittee ending in 2030.

8.n. Consideration of the appointment of one (1) Council Representative to serve a term on the Sister City Funding Sub-Committee ending in 2028.

The Town Council next considered the appointment of one (1) Council Representative to serve a term on the Sister City Funding Sub-Committee ending in 2028. Following discussion, Council Member Gerry Short self-nominated and was unanimously confirmed to serve an additional term as Council Representative on the Sister City Funding Sub-Committee ending in 2028.

9. Public Comment

There were no public comments at this time.

10. Other

There was no other business before the council at this time.

11. Status Reports

January 2026 State Shared and Local Sales tax.

Director of Finance, Sierra Lowry, presented Council with January 2026 State Shared Tax and Local Sales Tax numbers.

12. Correspondence & Announcements

Next, Mayor Mary Esther Reed and other Council members, as well as Town Manager, David Santucci, recognized various Town employees for a job well done; spoke of various community events and also extended well-wishes, congratulations and condolences to various individuals.

13. Adjournment

Without objection, the meeting was adjourned at 6:55p.m.

Town of Smyrna, Tennessee

Mary Esther Reed, Mayor

Attest:

Amber Hobbs, Town Clerk

**MINUTES OF THE WORKSESSION OF THE
TOWN COUNCIL
OF THE TOWN OF SMYRNA
ON MARCH 26, 2026**

The Town Council of the Town of Smyrna, Rutherford County, Tennessee, met in a work session at 5:02 p.m. on March 26, 2026, at Town Hall to discuss various agenda items. The following Town Council Members were present:

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

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

Prior to the discussion of agenda items, Donna Barrett with Recycle Right TN presented for Council. Following discussion of the agenda items, Michael Strange, Utilities Director, made an emergency purchase announcement with Guthrie Sales & Service in the amount of \$39,866.00 relative to two (2) Flash Mix Units at the Water Treatment Plant.

Following further discussion, without objection, the meeting was adjourned at 6:10 p.m.

TOWN OF SMYRNA, TENNESSEE

MARY ESTHER REED, Mayor

ATTEST:

AMBER HOBBS, Town Clerk



TOWN OF SMYRNA
TOWN COUNCIL
SPECIAL-CALLED MEETING
MINUTES



March 27, 2026

8:00 AM

Smyrna Town Hall

1. Public Comment

There were no public comments at this time.

2. Call to Order

Mayor Reed called the meeting to order at 08:03 AM.

3. Old Business

There was no Old Business for consideration at this time.

4. New Business

Deliberation and decision on the following items relative to the Town Attorney position:

- **Finalize interview questions with MTAS Municipal Management Consultant, Patrick Marsh.**
- **Complete Rater training with MTAS HR Consultant, John Grubbs.**
- **Determine expectations for the candidate presentation (with input from Jeff Peach).**
- **Determine the written assignment (with input from Jeff Peach).**
- **Discuss how and with whom candidates will meet among department heads/directors.**
- **Narrow down the applicant pool for interviews.**
- **Consider Employment Agreement terms.**

At this time, the Town Council collectively deliberated and unanimously determined interview questions with the assistance of MTAS Municipal Management Consultant, Patrick Marsh, and then completed the Rater training facilitated by MTAS HR Consultant, John Grubbs.

Next, the Town Council determined the universal candidate presentation and written assignment criteria suggested by Town Attorney, Jeff Peach.

Next, the Town Council discussed how and with whom candidates would meet among department heads/directors.

Next, the Town Council, with the assistance of Town of Smyrna HR Director, Jeff Craig, reviewed the applicant pool and unanimously narrowed the list to the five (5) candidates that would advance to the interview phase.

Lastly, the Town Council reviewed Employment Agreement terms drafted by Town Attorney, Jeff Peach, with the assistance of HR Director, Jeff Craig.

5. Other

There was no other business before the Town Council at this time.

6. Adjournment

Without objection, the meeting was adjourned at 11:24 AM.

Town of Smyrna, Tennessee

Mary Esther Reed, Mayor

Attest:

Amber Hobbs, Town Clerk



TOWN OF SMYRNA
TOWN COUNCIL
SPECIAL-CALLED MEETING
MINUTES



April 2, 2026

5:00 PM

Smyrna Town Hall

1. Call to Order

Mayor Reed called the meeting to order at 05:01 PM. The Invocation was led by Councilman Sullivan. The Pledge of Allegiance was led by Building Official, Kristi Worrell.

2. Roll Call

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

3. Old Business

3.a. PUBLIC HEARING: Consideration of an Ordinance amending the text of the Smyrna Sign Ordinance Chapter 3 General Provisions, Sections D and E, and Chapter 7 Temporary Sign Provisions, Sections A, B, and C.

The Town Council next considered on second and final reading an Ordinance amending the text of the Smyrna Sign Ordinance Chapter 3 General Provisions, Sections D and E, and Chapter 7 Temporary Sign Provisions, Sections A, B, and C. The Planning Commission reviewed and recommended approval of this item.

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

Following discussion, Council Member Gerry Short made a motion to approve the Ordinance on second and final reading; the motion was duly seconded by Council Member Steve Sullivan. After further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on second and final reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "1." (Ordinance #26-18)

3.b. PUBLIC HEARING: Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article V Zoning Districts,

Section 5.051.4.C regarding accessory apartments in the R-4 Medium Density Residential District.

The Town Council next considered on second and final reading an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article V Zoning Districts, Section 5.051.4.C regarding accessory apartments in the R-4 Medium Density Residential District. The Planning Commission reviewed and recommended approval of this item.

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

Following discussion, Council Member Jerome Dempsey made a motion to approve the Ordinance on second and final reading; the motion was duly seconded by Council Member Steve Sullivan. After further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on second and final reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "2." (Ordinance #26-19)

3.c. PUBLIC HEARING: Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article II, Definitions, Sections 2.020 and 2.036.12 and Article V Zoning Districts, Sections 5.052.1, 5.052.2, 5.052.4, and 5.052.6 regarding bail bond agency requirements.

The Town Council next considered on second and final reading an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article II, Definitions, Sections 2.020 and 2.036.12 and Article V Zoning Districts, Sections 5.052.1, 5.052.2, 5.052.4, and 5.052.6 regarding bail bond agency requirements. The Planning Commission reviewed and recommended approval of this item.

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

Following discussion, Vice-Mayor Marc Adkins made a motion to approve the Ordinance on second and final reading; the motion was duly seconded by Council Member Racquel Peebles. After further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on second and final reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "3." (Ordinance #26-20)

3.d. PUBLIC HEARING: Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article II Definitions, Sections

2.020, 2.036.14, and 2.036.23, Article IV Supplementary Provisions Applying to Specific Districts adding Section 4.210, and Article V Zoning Districts, Sections 5.052.7, 5.053.1, and 5.053.2 regarding tobacco, vape, and cannabinoid retailers.

The Town Council next considered on second and final reading an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article II Definitions, Sections 2.020, 2.036.14, and 2.036.23, Article IV Supplementary Provisions Applying to Specific Districts adding Section 4.210, and Article V Zoning Districts, Sections 5.052.7, 5.053.1, and 5.053.2 regarding tobacco, vape, and cannabinoid retailers. The Planning Commission reviewed and recommended approval of this item.

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

Following discussion, Council Member Jerome Dempsey made a motion to approve the Ordinance on second and final reading; the motion was duly seconded by Vice-Mayor Marc Adkins. After further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on second and final reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "4." (Ordinance #26-21)

4. Public Comment

There was one public comment speaker, Ms. Sharon McGinness, relative to Lake Farms Estates.

5. Other

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

6. Adjournment

Without objection, the meeting was adjourned at 5:40 p.m.

Town of Smyrna, Tennessee

Mary Esther Reed, Mayor

Attest:

Amber Hobbs, Town Clerk



OFFICE OF THE MAYOR
SMYRNA, TENNESSEE

Proclamation

WHEREAS, the older members of our Smyrna community contribute invaluable knowledge, rich perspectives, unique talents and a lifetime of wisdom and experience; and,

WHEREAS, the Older Americans Act being adopted by the United States Congress and signed into law by President Lyndon B. Johnson on July 14, 1965, the Town of Smyrna is committed to being a community where people can age well and older adults are encouraged to thrive and remain fully engaged; and

WHEREAS, Smyrna has been named one of the nation’s most desirable places to retire by US News and Forbes magazine, serving as a testament that older citizens are supported in our community with the resources and encouragement needed to live independently and with dignity; and

WHEREAS, the month of May serves as a time to celebrate and honor older adults through events, fairs and activities at the Senior Activity Center of Smyrna and throughout the community, and the Center, with the support of the Town of Smyrna, will host an annual Senior Citizens Day in Smyrna; and

WHEREAS, the Senior Activity Center of Smyrna, founded in 1971 by Patsy Brown, provides a wide range of recreational, physical, educational and social activities, as well as travel opportunities, and is devoted to promoting the well-being of its members by educating, engaging, and enhancing their lives; and

WHEREAS, the Senior Activity Center of Smyrna ended 2025 with more than 860 members and continues to grow its programs, activities, and events to serve and engage the senior community; and

WHEREAS, 2026 marks the 55th anniversary of the Senior Activity Center of Smyrna, honoring its past, celebrating its future, and recognizing 55 years of strength; and,

WHEREAS, the Senior Activity Center of Smyrna has raised \$3.2 million for its Capital Campaign to build a new facility on nearly six acres leased from the Town of Smyrna, ensuring seniors in the community can continue to connect and thrive for years to come.

NOW, THEREFORE, I, Mary Esther Reed, Mayor of the Town of Smyrna, do hereby proclaim May 1, 2026, as the Ninth Annual “*Senior Citizens Day*” in Smyrna, Tennessee and encourage all Smyrna citizens to join in this worthy observance.

In witness whereof, I have hereunto set my hand and caused the seal of this town to be affixed.

DATE

MAYOR





**Town of Smyrna
Town Council Meeting
Agenda Summary**

**Agenda Item Number 5.a.
Department: Public Works
Date: April 14, 2026**

Subject:

Approval of the terms of, and authorization for the Mayor to execute, an amendment with Neel Schaffer for additional CEI services associated with the ITS Phase 3, 4, 5 project to oversee installation of the replacement fiber along Lowry Street.

Fiscal Impact:

This project is 100% Grant funded under TIP 125507. Currently, we are projecting to have \$35,337.04 available in grant funding. The difference of \$66,957.96 would be born by the Town. We are working with the contractor, Stansell Electric, to see if we can reduce our spare parts from the project to help offset some of these costs. Account 320-43150-952

Contract Type:

Contract Change Order /Amendment

Contract Term (if applicable):

Project to be substantially complete by May 2026.

Background:

The ITS Phase 3, 4, 5 completes our traffic signal system project to connect our signals to our traffic operations center. This project allows us to remotely monitor our traffic signals and make signal timing changes, assess signal issues, and support PD and FD from a central location. This project was delayed while waiting on TDOT approval of changes to incorporate the Smart Corridor project and other changes that occurred to the signals between design and construction. Also, we have been waiting on TDOT approval of the additional fiber for the project. This additional fiber will replace the existing Murfreesboro GIS fiber from Sam Griffin to Town Hall. This will save the town future expenditures of approximately \$250,000.

Summary:

This final phase of the ITS project will have 49 signals connected throughout town and 19 video cameras. As the Town continues to grow, and developers install signals, we require them to follow our standard and connect them into our system. The currently estimated date for substantial completion of work is August 12th, 2026, including 60 days for the burn-in period.

Recommended Council Action:

Staff recommends the council approve the Mayor to sign the addendum.

Attachments:

1. 125507 TOS ITS Phase 3,4,5 Addendum #3 Binder 2-24-26
2. Neel-Schaffer Addendum #2- Additional CEI for ITS Phases III, IV & V
3. Neel-Schaffer for CEI Services ITS Phases III, IV & V



NEEL-SCHAFER

February 24th, 2026

Mr. Tom Rose, P.E.
Public Works Director
Town of Smyrna
315 South Lowry Street
Smyrna, TN 37167

**RE: Addendum #3 – Additional CEI Inspection Services
Intelligent Transportation System Phases III, IV & V
CM-9315(11), 75LPLM-F3-066; PIN 125507.00**

Mr. Rose:

As requested by your office, please accept this correspondence as documentation of the referenced estimate for additional CEI Inspection Services to cover the project time extension related to the subject project.

Addendum 3 includes amended CEI Inspection Services for the TOS ITS Phase 3, 4, and 5 deployment project. The initial estimate included inspection services for the project time duration with a start date of February 20th, 2024, and completion date of December 1st, 2024. Due to the delays caused by external factors as documented by the contractor, the currently estimated date for substantial completion of work is August 12th, 2026, including 60 days for Burn-In period. The primary reasons for the added project duration as requested by the contractor in the letter dated December 5th, 2025, include:

1. REP Integration Work and Cutover of Existing TOS Network, and
2. Fiber Optic Trunk Line along S. Lowry St.

The addition of the FO trunk line along S. Lowry St. requires applying for a permit with MTE. Field measurement of poles and cable heights will be surveyed as part of the permit application process. Neel-Schaffer will coordinate with MTE to ensure the approval of a complete application according to the project and MTE requirements.

To ensure the continuation of CEI services concurrently with the remaining project construction tasks, Neel-Schaffer has estimated the additional work at a fee of approximately **\$102,295.00**. The additional fee is estimated to cover the CEI inspection services needed for the added project duration. With the supplement adjustment, the revised total not-to-exceed professional services fee becomes \$467,612.60. The original contract agreement ceiling was established at \$365,317.60.

This addendum agreement includes the following items:

1. Exhibit A – Schedule of Fee Estimate
2. Exhibit B - Project Contractor Time Extension Request Letter

P: 615.383.8420 | F: 615.383.9984

210 25th Avenue North, Suite 800

Nashville, TN 37203

www.neel-schaffer.com

landscape architects

environmental scientists

surveyors

planners

engineers



The amended project CEI services contract fee of \$467,612.60 will not be exceeded without written authorization from TOS. Services will follow the terms and conditions as specified in the original contract for professional services. Tasks to be completed by Neel-Schaffer are limited to those described in the original contract and addendum agreement. Any additional needs or required tasks will be executed as additional services. Additional tasks will be negotiated and provided only with written notice from the Town of Smyrna.

If you have any questions or need additional information, please don't hesitate to contact us.

Respectfully,

NEEL-SCHAFFER, INC.



Said El Said, P.E., PhD
Transportation Systems Manager

ACCEPTED – ADDENDUM #3:

Town of Smyrna

DATE:

Tom Rose, P.E.
Public Works Director, Town of Smyrna

EXHIBIT B

N-S FEE ESTIMATE FOR ENGINEERING SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION SCOPE OF SERVICES

Intelligent Transportation System / Traffic Management System – Phases III, IV, V – CM-9315(11), 75LPLM-F3-066; PIN 125507.00

Town of Smyrna, Tennessee

Task	Labor in Hours				
	Engineer Manager	Project Manager	Senior ITS Engineer	Engineer	Technician/Inspector
Construction Engineering and Inspection Services					
1. Project Management and Administration	2	40			
2. Pre-construction, Material Submittals, RFIs		5			
3. Observation, Inspection, Pay Requests, Labor Compliance	2	30			360
4. Documentation and Reporting	2	10			40
5. Final Inspection and Acceptance, Contingency	2	20			160
Total CEI Hours	8	105	0	0	560
Hourly Rate	\$260.00	\$235.00	\$190.00	\$165.00	\$130.00
Subtotal CEI Labor	\$2,080	\$24,675	\$0	\$0	\$72,800
Subtotal CEI Services Labor (A)					\$99,555.00
Subtotal CEI Subconsultant Fees (B)					\$0.00
					\$0.00
Subtotal CEI Direct Expenses (C)					\$ 2,740.00
				Mileage	\$ 1,190.00
				Printing	\$ 800.00
				Miscellaneous	\$ 750.00
Total CEI Fee (A + B + C)					\$102,295.00

December 5th, 2025

Mr. Said El Said, PE, PhD
Transportation Systems Manager
Neel-Schaffer, Inc.
210 25th Ave. N.
Suite 800
Nashville, TN 37203

Re:

Smyrna ITS PH 3-5
State Project No.: 75LPLM-F1-064
Federal Project CM-9315(11)
PIN: 125507.00
County: Rutherford
SEC Letter No.: 243403-059

Mr. El Said,

Stansell Electric Company (SEC) respectfully submits this change order request to include a time extension of four hundred sixty-three (463) calendar days for the Smyrna ITS Phase 3-4-5 Project. This adjustment would revise the current contract final completion date from May 6, 2025, to a projected completion date of August 12th, 2026. This will also include additional costs of \$36,900.00 for added network configuration, as well as multiple quantity overruns to install a new section of 48F trunk cable totaling roughly \$211,450.00. Bringing the cumulative total of this change order to **\$248,350.00**. The basis for this request stems from delays caused by external factors beyond our control, including Request for Information (RFI) responses concerning network architecture previously outlined in CO #1. As well as changes to the network design and construction. Below, we outline the primary reasons for this extension request:

1. Cut-Over of Existing TOS Network

Based on responses to RFI #10 and RFI #11, a new network design was adopted. To implement this new design, a coordinated cut-over plan and reconfiguration of existing TOS network devices is required. In an attached document, Parsons has outlined the additional work that is needed to complete this cut-over, as well as the added cost of \$36,900.00 for conducting this work.

2. Lowry 48F Installation – Estimated Quantity Overruns

Based on RFI #16 response, SEC will install a 48F trunk along Lowry St from Sam Griffin intersection to Smyrna TMC. These changes involve adjustments to the fiber optic trunk line connectivity, which is critical to project continuity.

The project includes the use of four (4) fibers from an existing 24-count Rutherford County GIS fiber trunk line running along S. Lowry Street. However, it was discovered during construction that the existing trunk does not include sufficient slack for splicing or maintenance.

Standard and project-specific requirements:

- Fiber optic installations typically require a minimum of 6% slack.
- TDOT standard requires approximately 200 feet of slack per 1,200 feet of fiber (or ~16.7%).
- Slack is necessary to support splicing, future network expansion, and potential cable repairs.

To comply with these requirements:

- A new 48-count fiber optic cable will be installed between the Sam Griffin splice location and the TOS Traffic Management Center (TMC) at Town Hall.
- Required slack loops and connectivity will be incorporated to support proper system integration.
- This will also require approval to over lash to the existing 24ct GIS fiber. If it is determined that new attachments are required, this will incur additional fees/time for permits and labor.

Estimated Pay Item Quantity Overruns

The following contract pay items will experience quantity increases due to the above modifications:

Pay Item No.	Description	Quantity Overrun	Unit	Unit Price	Total Price
725-23.24	FO Cable (48F Aerial)	15,000.00	LF	\$10.00	\$150,000.00
725-02.80	FO Splice Enclosure (48F Aerial)	5.00	EA	\$1,500.00	\$7,500.00
725-02.79	Fiber Splice Enclosure (Modification of Existing)	3.00	EA	\$2,000.00	\$6,000.00
725-23.28	FO Fusion Splice	64.00	EA	\$100.00	\$6,400.00
725-23.32	FO Splice Modification	12.00	EA	\$850.00	
730-03.34	FO Termination Cabinet	1.00	EA	\$10,750.00	
712-01	Traffic Control	1.00	LS	\$9,800.00	
717-01	Mobilization	1.00	LS	\$10,800.00	\$10,800.00
					\$10,200.00
					\$10,750.00
					\$9,800.00

Total: \$211,450.00

In lieu of these challenges, SEC was able to achieve substantial completion for all locations outside of the additional work areas. As of today, every device has successfully passed SAT testing, and the fiber optic SAT documentation for all locations, excluding the Lowry Street intersections, has been submitted and is currently pending approval.

Please note that this timeline includes the subsequent 60-day burn-in period. As well as a lead time of 10 weeks for the procurement of the 48ct SMFO cable. This timeframe gives TDOT a 30-day window beginning December 5th, 2025 to review and approve this work to commence the procurement phase. If this CO is not approved within 30 days, the subsequent completion date will be adjusted accordingly.

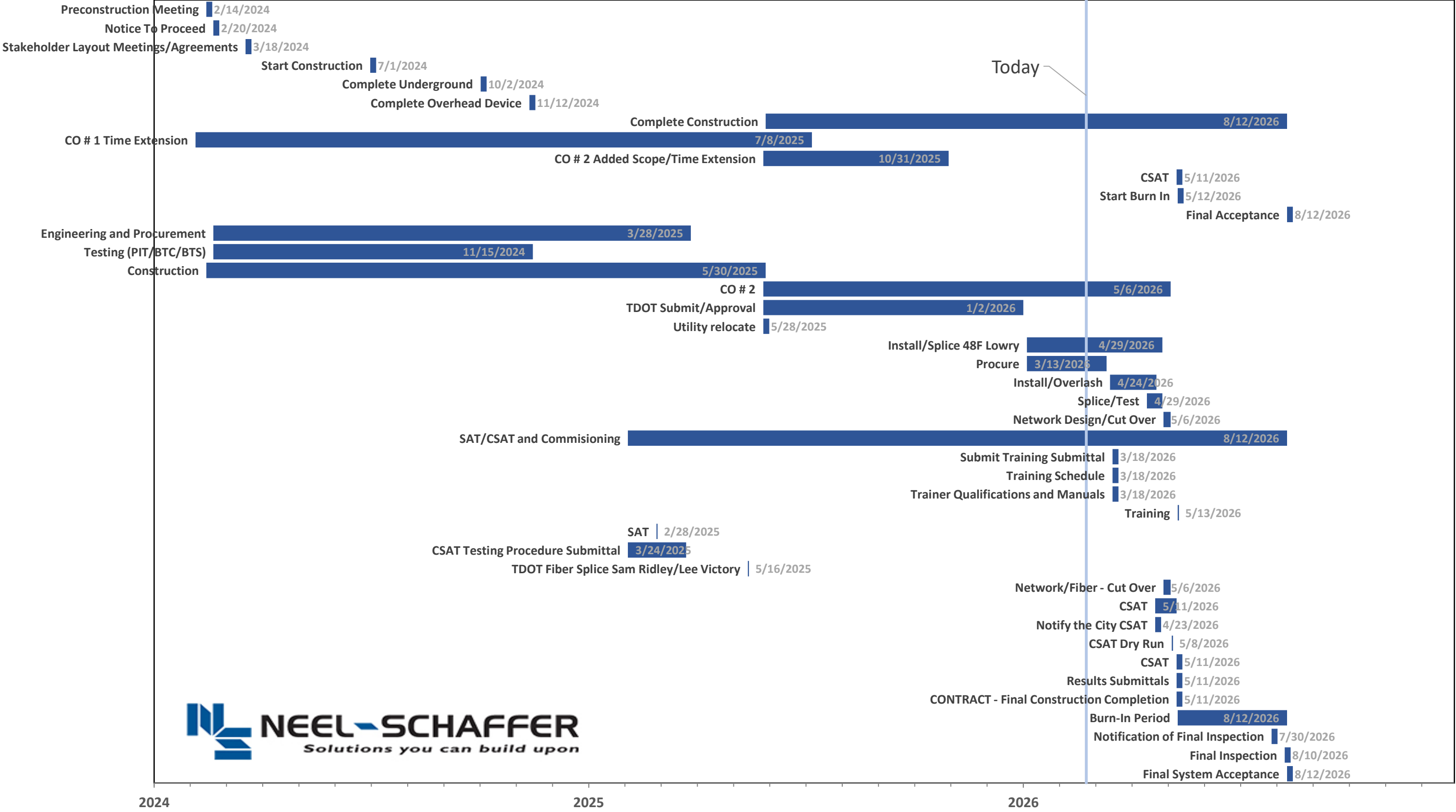
This adjustment is necessary to account for the delays encountered and to ensure the successful completion and delivery of the project. We appreciate your consideration of this request and remain committed to maintaining the highest standards of quality and performance.

Sincerely,



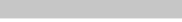
William Tanner
Project Manager
Stansell Electric Company
615-604-2489

TOS Phase 3, 4, &5



ID	% Complete	Intersection	Task Name	Duration	Start	Finish	Predecessors	Successors	Notes	
330	0%		CSAT	1 day	Mon 5/11/26	Mon 5/11/26	329	331SS,12,320,		
331	0%		Results Submittals	1 day	Mon 5/11/26	Mon 5/11/26	330SS			
332	0%		CONTRACT - Final Construction Completion	0 days	Mon 5/11/26	Mon 5/11/26	330SS			
333	0%		Burn-In Period	67 days	Tue 5/12/26	Wed 8/12/26	330	334FS-10 days		
334	0%		Notification of Final Inspection	1 day	Thu 7/30/26	Thu 7/30/26	333FS-10 day	335SS+7 days		
335	0%		Final Inspection	1 day	Mon 8/10/26	Mon 8/10/26	334SS+7 days			
336	0%		Final System Acceptance	0 days	Wed 8/12/26	Wed 8/12/26	333	14		



Task		Project Summary		Manual Task		Start-only		Deadline		Baseline Milestone	
Split		Inactive Task		Duration-only		Finish-only		Critical		Baseline Summary	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split		Progress	
Summary		Inactive Summary		Manual Summary		External Milestone		Baseline		Manual Progress	

March 21, 2025

Mr. Tom Rose, P.E.
Public Works Director
Town of Smyrna
315 South Lowry Street
Smyrna, TN 37167

**RE: Addendum #2 – Addendum Services for Additional CEI Inspection Services
Intelligent Transportation System Phases III, IV & V
CM-9315(11), 75LPLM-F3-066; PIN 125507.00**

Mr. Rose:

As requested by your office, please accept this correspondence as documentation of the referenced estimate for additional CEI Inspection Services to cover the project time extension related to the subject project.

Addendum 2 includes amended CEI Inspection Services for the TOS ITS Phase 3, 4, and 5 deployment project. The initial estimate included inspection services for the project time duration with a start date of February 20th, 2024, and completion date of December 1st, 2024. Due to the delays caused by external factors as documented by the contractor, the currently estimated date for substantial completion of work is May 6th, 2025, and additional 30 days for Burn-In period. The primary reasons for the added project duration as requested by the contractor in the letter dated February 4th, 2025, include:

1. MTE Pole Upgrade Project, and
2. Network Architecture Design Update

To ensure the continuation of CEI services concurrent with the remaining project construction tasks, Neel-Schaffer has estimated the additional work at a fee of approximately **\$65,580.00**. The additional fee is estimated to cover the CEI inspection services needed for the added project duration. With the supplement adjustment, the revised total not-to-exceed professional services fee becomes \$365,317.60. The original contract agreement ceiling was established at \$299,737.60.

This addendum agreement includes the following items:

1. Exhibit A – Schedule of Fee Estimate
2. Exhibit B - Project Contractor Time Extension Request Letter

The amended project CEI services contract fee of \$365,307.60 will not be exceeded without written authorization from TOS. Services will follow the terms and conditions as specified in the original contract for professional services. Tasks to be completed by Neel-Schaffer are limited to those described in the original contract and addendum agreement. Any additional needs or required tasks

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Nashville, TN 37203

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will be executed as additional services. Additional tasks will be negotiated and provided only with written notice from the Town of Smyrna.

If you have any questions or need additional information, please don't hesitate to contact us.

Respectfully,

NEEL-SCHAFER, INC.



Said El Said, P.E., PhD
Transportation Systems Manager

ACCEPTED – ADDENDUM #2:

Town of Smyrna



Mary Esther Reed
Mayor Town of Smyrna

DATE:

5/13/25



EXHIBIT A

EXHIBIT B

**N-S FEE ESTIMATE FOR ENGINEERING SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION SCOPE OF SERVICES**

Intelligent Transportation System / Traffic Management System – Phases III, IV, V – CM-9315(11), 75LPLM-F3-066; PIN 125507.00
Town of Smyrna, Tennessee

Task	Labor in Hours				
	Engineer Manager	Project Manager	Senior ITS Engineer	Engineer	Technician/Inspector
Construction Engineering and Inspection Services					
1. Project Management and Administration					
2. Pre-construction, Material Submittals, RFIs					
3. Observation, Inspection, Pay Requests, Labor Compliance	9	84			417
4. Documentation and Reporting					
5. Final Inspection and Acceptance, Contingency					
Total CEI Hours	9	84	0	0	417
Hourly Rate	\$230.00	\$210.00	\$215.00	\$130.00	\$110.00
Subtotal CEI Labor	\$2,070	\$17,640	\$0	\$0	\$45,870
Subtotal CEI Services Labor (A)					\$65,580.00
Subtotal CEI Subconsultant Fees (B)					\$0.00
					\$0.00
Subtotal CEI Direct Expenses (C)					\$ -
				Mileage	
				Printing	
				Miscellaneous	
Total CEI Fee (A + B + C)					\$65,580.00

EXHIBIT B

February 4th, 2025

Mr. Said El Said, PE, PhD
Transportation Systems Manager
Neel-Shaffer, Inc.
210 25th Ave. N.
Suite 800
Nashville, TN 37203

Re: Smyrna ITS PH 3-4-5
State Project No.: 75LPLM-F1-064
Federal Project CM-9315(1)
PIN: 125507.00
County: Rutherford
SEC Letter No.: 243403-043-Time Extension Request

Dear Mr. El Said,

Stansell Electric Company (SEC) respectfully submits this request for a time extension of one hundred fifty-six (156) calendar days for the Smyrna ITS Phase 3-4-5 Project. This adjustment would revise the current contract final completion date from December 1st, 2024, to a projected completion date of May 6th, 2025.

The basis for this request stems from delays caused by external factors beyond our control, including Request for Information (RFI) concerning network architecture and a concurrent Middle Tennessee Electric (MTE) project that directly impacted on the project footprint. Below, we outline the primary reasons for this extension request:

1. MTE Pole Upgrade Project:

In June 2024, Middle Tennessee Electric Company initiated a project to upgrade multiple poles along Lee Victory Parkway, directly within the Smyrna ITS project footprint. As the MTE project took precedence, construction activities for Smyrna ITS along Lee Victory were halted until MTE's upgrades were completed. While the MTE project is still pending completion, it has caused a delay of 248 +/- calendar days in the aerial fiber installation on Lee Victory Parkway.

2. Network Architecture:

To ensure alignment with the existing infrastructure, revisions were necessary to the project plans regarding the fiber topology and network design. RFI #10 and RFI #11 were submitted on May 22, 2024, and the response was provided on December 9, 2024. Once RFI responses were provided, this enabled SEC to continue the RDD and network architecture submittal process. However, this delay of approximately 6 ½ months significantly impacted the network design schedule.

Despite these challenges, SEC continued to make progress on other portions of the project, including completing all underground conduit work, installing fiber optic drops at various intersection cabinets outside the MTE upgrade area, and installing wireless radios and CCTVs.

Due to circumstances beyond our control, SEC respectfully requests a 156-calendar-day extension for the project completion date. This extension would set the revised completion date to May 6, 2025, which marks the conclusion of CSAT testing. Please note that this timeline does not include the subsequent 30-day burn-in period.

This adjustment is necessary to account for the delays encountered and to ensure the successful completion and delivery of the project. We appreciate your consideration of this request and remain committed to maintaining the highest standards of quality and performance.

If additional information or clarification is required, please do not hesitate to contact me.

Thank you,

Jeremy Messer

Jeremy Messer

Project Manager

615-306-3019

jmesser@stansellelectric.com

April 24, 2023



Mr. Tom Rose, P.E.
Public Works Director
Town of Smyrna
315 South Lowry Street
Smyrna, TN 37167

**REFERENCE: Construction Engineering and Inspection Services
Intelligent Transportation System Phases III, IV & V
CM-9315(11), 75LPLM-F3-066; PIN 125507.00**

Dear Tom:

We are pleased to submit this Letter Agreement for Neel-Schaffer, Inc. to provide construction engineering and inspection services for the referenced project. The Town of Smyrna desires to retain Neel-Schaffer to provide these services related to the implementation of the Town's ITS Phase 3, 4 and 5 project.

Neel-Schaffer's services will include construction observation (CEI), inspection and administrative tasks generally following TDOT standard guidelines for similar projects. A detailed scope of services is attached as Exhibit A.

We propose to provide these services under an hourly not-to-exceed plus direct costs fee agreement based on a 10 month construction schedule. An estimated project fee budget including hourly rates by classification is attached as Exhibit B. Direct costs will follow current TDOT reimbursement schedules. We will submit invoices to your attention no more frequently than once per month based on hours of work performed. Services proposed in this Letter Agreement will be provided in accordance with Exhibit C, General Terms and Conditions, which is attached to and made a part of this Letter Agreement.

This Letter Agreement allows Neel-Schaffer, Inc. to provide other optional related, yet to be determined, services to the Town of Smyrna for the necessary completion of the subject project in accordance with Exhibit C. Prior to proceeding with future requests or additional services, we will provide written notification referencing this Letter Agreement, specifying the scope of services and the estimated fee for your prior approval. Upon your acceptance, we will proceed with the identified services.

engineers | planners | surveyors | environmental scientists | landscape architects

P: 615.217.0500 | F: 615.383.9984

201 East Main Street, Suite 325

Murfreesboro, TN 37130

www.neel-schaffer.com



Mr. Tom Rose, P.E.
April 24, 2023
Page 2

This Letter, consisting of two pages; Exhibit A – Scope of Work; Exhibit B – Fee Estimate of Engineering Services; and Exhibit C – General Terms & Conditions; represent the entire agreement between Neel-Schaffer, Inc. and the Town of Smyrna. This Letter Agreement may only be modified or amended by a duly executed written document. If the terms and conditions of this Letter Agreement are acceptable, please execute the original and return a copy to us at your convenience. Please call if you have any questions.

We certainly appreciate the opportunity to provide these services to the Town and look forward to working with everyone there.

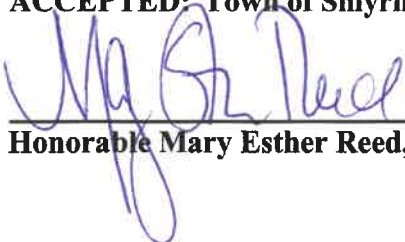
Sincerely,
NEEL-SCHAFFER, INC.



Gregory Judy, P.E., PTOE
Engineer Manager/Vice President

Attachments

ACCEPTED: Town of Smyrna, TN



Honorable Mary Esther Reed, Mayor

DATE:

6/6/2023

ACCEPTED: Neel-Schaffer, Inc.



DATE:

04/24/2023



EXHIBIT A

Exhibit A

Scope of Work for Construction Inspection and Administration Services for the Intelligent Transportation System / Traffic Management System – Phases III, IV & V – CM-9315(11), 75LPLM-F3-066; PIN 125507.00

Project Description

The proposed project provides for the construction and expansion of the Town of Smyrna's traffic signal communication and monitoring system. The signal system infrastructure includes, but is not limited to, CCTV surveillance cameras, traffic signal controllers, traffic signal cabinets, conduit, wireless communications, fiber optic cable network and field network hardware necessary to complete a fully functioning system. The project area consists of the following corridors: along Lee Victory Pkwy, Nissan Dr, S Lowry St, N Lowry St, Sam Ridley Pkwy, Old Nashville Highway, and other locally classified roadways. The project will be administered as a TDOT locally managed contract.

Project Understanding

Based on our discussions with the Town of Smyrna, Neel-Schaffer, Inc. (NSI) has the following project understandings:

- The ROW and/or easements required for project construction are or will be in place by the time of the issuance of the Contractor's Notice to Proceed for construction.
- Full-time construction inspection and administrative duties will be active for an estimated (10) month duration. The current construction contract indicates a completion date of September 30, 2024.
- All utility make-ready work required in advance of installation of fiber optic cable will be completed prior to issuance of contractor notice-to-proceed. All make ready heights should be accepted by the Town of Smyrna prior to installation of fiber/wire/equipment required on this project. The Town of Smyrna will obtain any necessary permits for installation.
- All permits and authorization from railroad owner(s) will be approved and active prior to construction adjacent to and crossing railroad property.
- Utility adjustments will be performed by the affected utility owners and not included in the construction contract or performed as part of the CEI contract.
- Construction, Engineering & Inspection (CEI) tasks will follow the requirements of the Tennessee Department of Transportation.

Construction Administration

Based on our discussions with the Town of Smyrna, Neel-Schaffer, Inc. will provide the following services:

- Pre-Construction Meeting:
NSI will assist with scheduling a Pre-Construction meeting, prepare an agenda, and document meeting minutes. The following shall be provided by the contractor at the Pre-Construction Meeting:
 - Detailed Plan of Operation to include major items of work and anticipated date for beginning each item of work

- Contact information including name, home phone number, and mobile phone number of the prime contractor's responsible-in-charge, project supervisor, traffic control supervisor, erosion control supervisor, employee safety supervisor, and Equal Employment Officer (EEO)/contract compliance officer
 - Traffic Control Plan and certification letter stating all traffic control devices meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD)
 - Material Suppliers list including name and address of each
 - List of subcontractors including name and address of each
 - Asphalt Process Control Plan, if required: (Subsection 407.03.D of the TDOT Standard Specifications)
 - Concrete Process Control Plan, if required: (Subsection 501.03.B of the TDOT Standard Specifications)
- Construction Progress Meetings (not to exceed one per month):

The NSI CEI Project Manager (PM), NSI Inspector (Inspector), Prime Contractor, and Town Representative will attend monthly progress meetings. Construction items completed and adherence to schedule will be discussed. Work to be completed and any anticipated issues will be discussed. Monthly progress meetings will be documented.

- Respond to Requests for Information (RFIs), review of material submittals, and shop drawing approvals:

NSI will respond to RFIs and provide information to the Contractor in a timely manner so as to not delay construction. NSI will review Shop Drawings, samples, and other data which Contractor is required to submit, but only for conformance with the design concept of the project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. The Contractor is expected to submit shop drawings, certifications and all other product and material information for all items and in the format required by TDOT guidelines. Any items submitted improperly or incomplete will be rejected without further review; the submitter will be requested to re-submit item information in the appropriate format before it is reviewed for technical suitability. Approvals, clarifications, rejections, or requests for additional information will be issued and submitted to the Contractor. NSI will document the results of all material submittal reviews. The Town will be provided with copies of this documentation. NSI will communicate questions and points-of-clarifications to Town staff for discussion and final determinations.

- Project Site Inspections:

A full-time NSI Inspector will provide construction inspections to assess construction activities are in general accordance with project plans and specifications.

NSI staff will be present at project locations at regular intervals in order to observe the progress and conformance of the various aspects of the Contractor's work. Based on information obtained during such visits and resulting from such observations, NSI will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep the Town informed of the progress of the work. NSI

shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall NSI have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor; for safety precautions and programs incident to the work of Contractor; or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work.

- **Contractor Pay Request and Monthly Estimates:**

The CEI Project Manager will review pay requests, assess quantities, and certifications for approval. At a rate of no more than once per month, the contractor may submit for progress payments based on the latest work performed. Contractor pay requests and logs will be reviewed by CEI Consultant staff; then, forwarded with recommendations to Town staff for final approval and processing.

- **Certified Payroll and Labor Compliance**

NSI will review and monitor contractor payroll activities as required by TDOT guidelines. Services will be provided in general conformance with TDOT Circular letter 1273-02 that documents the requirements of federal-aid contracts. Information to be reviewed includes required certified payroll data: pay period dates, employee names and classifications, wage rate and payment issued. A "Statement of Compliance" provided and prepared by the Contractor will be required for each payroll submission. Per TDOT guidelines, the prime contractor will be responsible for ensuring its subcontractors submit proper and timely certified payroll lists. NSI will notify the Town of any discrepancies and help coordinate resolution between the parties. Late payments and resulting withholding of progress payments, if required, will be coordinated with Town staff per TDOT guidelines with direction from the Town.

A random employee interview (per TDOT Circular letter 1273-03) will be undertaken by NSI every month that work is performed by the contractor. The interview is used to verify an employee's name, job certification and wage rate. Information provided by the interviewee (either a prime contractor or subcontractor employee) will be compared to the contractor's certified payroll for the respective time period. Completion of this task will follow TDOT Circular letter 1273-02.01. Employees declining to be interviewed will be so documented.

- **Substantial Completion:**

Following notice from the Contractor that the project is substantially complete and ready for its intended use, the CEI Project Manager and Town Representative, accompanied by the Contractor, will conduct an inspection to determine if the work is substantially complete. When, after any objections of the Town have been addressed, the CEI Project Manager considers the work substantially complete, the CEI Project Manager will deliver a certificate of substantial completion to the Town and Contractor.

- Final Notice of Acceptability of the Work:

The CEI Project Manager will conduct a final inspection to determine if the completed work of the Contractor is acceptable so that the CEI Project Manager may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the CEI Project Manager will also provide a notice that the work is acceptable to the best of the CEI Project Manager's knowledge, information and belief and based on the extent of the services performed and furnished by the CEI Project Manager under this Agreement.

Services not included in this Scope of Work

- Wetland and/or Stream permitting
- Surveying / Construction Staking
- Design services
- Public Involvement
- Title search, Appraisal, negotiation, relocation assistance, and other services as needed for Right-of-Way acquisition
- Permit/Application fees
- Mitigation Plans (if required)
- Utility Inspections/Utility Coordination
- Establishing Lines and Grades
- Geotechnical Investigation
- Roadway, drainage, utility, or structural design
- Material Testing / Lab Tests/Lab Fees
- Verifying previous make ready attachments heights are correct

EXHIBIT B

EXHIBIT B

N-S FEE ESTIMATE FOR ENGINEERING SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION SCOPE OF SERVICES

Intelligent Transportation System / Traffic Management System – Phases III, IV, V – CM-9315(11), 75LPLM-F3-066; PIN 125507.00
Town of Smyrna, Tennessee

Task	Labor in Hours				
	Engineer Manager	Project Manager	Senior ITS Engineer	Engineer	Technician/Inspector
Construction Engineering and Inspection Services					
1. Project Management and Administration	32	120	0	0	0
2. Pre-construction, Material Submittals, RFIs	4	20	8	60	4
3. Observation, Inspection, Pay Requests, Labor Compliance	16	42	76	28	1661
4. Documentation and Reporting	0	80	8	8	24
5. Final Inspection and Acceptance, Contingency	4	32	0	4	36
Total CEI Hours	56	294	92	100	1725
Hourly Rate	\$230.00	\$210.00	\$215.00	\$130.00	\$110.00
Subtotal CEI Labor	\$12,880	\$61,740	\$19,780	\$13,000	\$189,724
Subtotal CEI Services Labor (A)					\$297,123.60
Subtotal CEI Subconsultant Fees (B)					\$0.00
					\$0.00
Subtotal CEI Direct Expenses (C)					\$ 2,604.00
				Mileage	\$ 1,054.00
				Printing	\$ 800.00
				Miscellaneous	\$ 750.00
Total CEI Fee (A + B + C)					\$299,727.60

EXHIBIT C

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
- provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

- shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

31. ~~Professional services in Florida. In the event any professional services are provided within the state of Florida, it is expressly agreed by the parties that an individual design professional who is an agent or employee of consultant may not be held personally or individually liable for any damages resulting from negligence arising out of consultant's performance of this agreement, as provided in Florida statutes section 558.0035, as amended.~~

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STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the 6th day of June, 2023 by and between **THE TOWN OF SMYRNA, TENNESSEE**, a municipal corporation in the State of Tennessee, herein further referenced and identified as ("The Town") and **NEEL-SCHAFFER, INC.**, herein further referenced and identified as ("Vendor") in order to amend the terms of the Agreement, including all attachments, exhibits, or any actual or virtual documents or writing, including, but not limited to, all any "clickwrap," "clickthrough" or "click and accept" agreement or other Terms of Service scheduled for presentation to the Town Council for approval on the 6th day of June, 2023.

WITNESSETH

WHEREAS, the parties wish to execute this addendum to the Agreement for the purposes of substituting, clarifying or inserting certain terms of or into their original Agreement executed on the 6th day of June, 2023; and,

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

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

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

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

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

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

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

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

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

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

cured, the Vendor shall have fifteen (15) business days after receipt of written notice from the Town to cure said failure to perform.

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

10. WARRANTY: If applicable to the Agreement, 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. If applicable to the Agreement, Vendor will refund to the Town any payment made by the Town to Vendor equal to the difference between the number of months the payment was intended for and the number of months remaining on Agreement that the fee was intended to cover.

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

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

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

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

19. SURVIVAL: This entire addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement

or be incorporated by reference and shall remain in full force and effect until the expiration of any applicable statute of limitation.

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

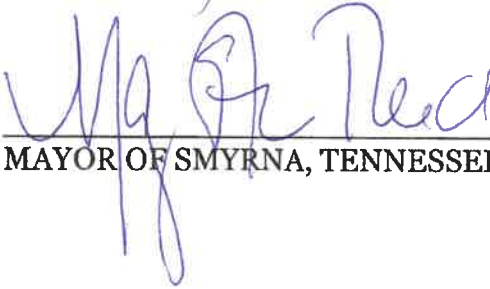
(execution page follows)

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



VENDOR OR AGENT

VENDOR OR AGENT



MAYOR OF SMYRNA, TENNESSEE





**Town of Smyrna
Town Council Meeting
Agenda Summary**

**Agenda Item Number 5.b.
Department: Public Works
Date: April 14, 2026**

Subject:

Approval of the terms of, and authorization for the Mayor to execute, addendum 2 with Kimley Horn for the Old Nashville Highway Sidewalk project.

Fiscal Impact:

This fiscal year we have \$220,000 in CIP under GL Account 320-43101-905. Currently, we have spent \$36,310 and are awaiting grant reimbursement. This fiscal year we plan to continue working through Design Phase. When we get NTP to ROW Phase, next fiscal year's funds are slated to be used for ROW Acquisition.

Contract Type:

Contract Change Order /Amendment

Contract Term (if applicable):

This addendum is for ROW Phase and will not be activated until we receive Notice To Proceed to ROW Phase from TDOT.

Background:

We received NTP to NEPA on 6/2022 then Notice To Proceed (NTP) to Design on 11/2025. The Consultant is completing Design Plans and will be submitted in the next couple months for approval. Once NTP to ROW Phase is provided, we will be ready to begin preparing boundary surveys and exhibits with this contract.

Summary:

This agreement is for \$19,500 and includes boundary survey for 8 tracts where we will need to acquire easements for construction.

Recommended Council Action:

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

Attachments:

1. Old Nashville Sidewalks - Amendment 02-2026-02-20
2. PIN 132615.00 - Old Nashville Sidewalks - Scope of Services

**AMENDMENT NUMBER 02 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 02 dated February 20, 2026 to the agreement between Town of Smyrna ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated September 2, 2022 ("the Agreement") concerning Old Nashville Highway Sidewalks (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

Task 2 – Field Survey and Data Collection

Task 2.3 – Boundary Survey

During the preliminary design, eight (8) tracts were identified needing right-of-way, slope easement, or construction easement acquisition. Consultant will search for property corners and collect property deed information in order to develop property boundaries for the impacted tracts. A right-of-way acquisition table will be developed for the 8 tracts which will detail the total tract area, right-of-way and easements to be acquired, and remaining tract areas.

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For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the services in the tasks above on a lump sum basis as summarized below.

Task	Original Fee	Amendment 01	Amendment 02	Revised Fee
Task 1 – Project Management	\$22,600	\$0	\$0	\$22,600
Task 2 – Existing Conditions Survey	\$98,300	\$0	\$19,500	\$117,800
Task 3 – NEPA Documentation	\$37,900	\$0	\$0	\$37,900
Task 4 – Preliminary Design Services	\$46,800	\$0	\$0	\$46,800
Task 5 – Right-of-Way Design Services	\$38,800	\$0	\$0	\$38,800
Task 6 – Utility Coordination	\$9,700	\$0	\$0	\$9,700
Task 7 – NEPA Additional Studies	\$0	\$4,700	\$0	\$4,700
Task 8 – Environmental Technical Studies - Ecology	\$0	\$14,500	\$0	\$14,500
Task 9 – Environmental Technical Studies - Archaeology	\$0	\$13,300	\$0	\$13,300
Total Lump Sum Fee:	\$254,100	\$32,500	\$19,500	\$306,100

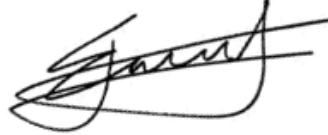
Kimley-Horn will not exceed the total lump sum fee shown without authorization from the Town of Smyrna. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

CLIENT:

TOWN OF SMYRNA, TENNESSEE

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.



By: _____

Title: _____

Date: _____

By: Leo Espelet

Title: Vice President

Date: February 20, 2026



September 2, 2022

Mr. Tom Rose, PE
Town of Smyrna
315 South Lowry Street
Smyrna, Tennessee 37167

**Re: Professional Services Agreement
Old Nashville Highway
Sidewalk Improvement Project
Smyrna, Tennessee**

Dear Mr. Rose:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the Town of Smyrna (“Client”) for providing professional design services for the reference project. A detailed description of our Scope of Services is as follows:

PROJECT UNDERSTANDING

The project will consist of design services for the rehabilitation and addition of sidewalks, landscaping, and crosswalks along Old Nashville Highway from Enon Springs to Rock Springs Road in Smyrna, Tennessee. Existing sidewalks, curb ramps, and pedestrian crossings will be upgraded to achieve Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guidelines (PROWAG) compliance. The Town of Smyrna’s ADA Self-Evaluation and Transition Plan, in addition to field survey data, will be utilized to identify non-compliant pedestrian facilities along the corridor. It is assumed that no new right-of-way will be required for this project. Funding for the project will be provided by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and a local match.

It is assumed this project will not include profile adjustments, and associated roadway improvements on side roads of Old Nashville Highway to correct non-compliant crosswalk slopes. These roadway improvements are beyond the scope of work for this sidewalk improvement project.

SCOPE OF SERVICES

Task 1 – Project Management

This task will consist of the following project management activities:

- Project Coordination – coordination with the Town and TDOT to provide updates, coordinate project reviews, and other activities to help the Town and TDOT be generally informed of the progress of the project. Up to three (3) hours of Kimley-Horn staff per month are assumed as part of the scope of services to provide this on-going coordination.
- Project Review Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for up to two (2) review meetings at project milestones (preliminary and right-of-way). It is assumed that up to two (2) Kimley-Horn staff will be attending each meeting. Up to five (5) hours of Kimley-Horn staff are assumed for the preparation, travel, and attendance of each meeting. These project meetings are to be in person, unless otherwise determined prior to the meeting.

- Project Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for up to ten (10) project meetings as needed throughout the project. It is assumed that up to two (2) Kimley-Horn staff will be attending each meeting. Up to three (3) hours of Kimley-Horn staff are assumed for the preparation and attendance of each meeting. These project meetings are to be virtual, unless otherwise determined prior to the meeting.
- Project Administration – administrative and accounting activities related to the day-to-day management of the project. Up to one (1) hour of Kimley-Horn staff per month are assumed as part of the scope of services to provide this on-going coordination.

The budget for this task was developed with an assumed schedule of up to 24 months. A total of one hundred thirty (130) Kimley-Horn staff hours are provided in this task. If additional effort is needed and/or the project schedule is extended, these efforts will be considered additional services beyond the scope of this contract.

Task 1 Kimley-Horn Deliverables:

1. Meeting agendas and minutes outlined above (electronic copy of each, Adobe PDF format) to the Town and all meeting attendees.

Task 2 – Field Survey and Data Collection

Task 2.1 - Data Collection

Kimley-Horn will perform a site visit to review the existing conditions along the corridor and to collect digital photography to assist with the NEPA Documentation, public involvement, and design efforts in later tasks.

Task 2.2 - Field Survey

Through the use of a surveying subconsultant, a field survey will be performed using Mobile LiDAR and then supplemented RTK, Total Station, and terrestrial laser scanning to determine assets missed by the Mobile LiDAR. Survey information gathered for the project will adhere to the TDOT Survey Manual, be performed in MicroStation and Geopak V8i file format, and shall be tied to the State Plane Coordinate System using the Tennessee Geodetic Reference Network (TGRN) and referencing local benchmarks

The survey limits are defined as follows:

- Old Nashville Highway – beginning at the intersection of Rock Springs Road and continuing south to the intersection of Enon Springs Road. The survey corridor will be from the centerline to 10 feet beyond the edge of the existing sidewalk or 25 ft beyond the back of curb, whichever is greater.

The topographic field survey will consist of the following elements:

- Roadway Assets (Curb & Gutter, Striping, etc.)
 - Roadway Topography
- Existing Sidewalks
- Existing topography within the survey boundary
- Existing sidewalk ramps and sidewalk curb cuts sufficient to verify ADA compliance.
- Existing Right of Way boundaries

Task 2 Kimley-Horn Deliverables:

1. Microstation file with topographic survey of project corridor (one (1) electronic copy, Microstation v8i DGN format) to the Client.
2. Existing topographic surface TIN file.

Task 3 – National Environmental Policy Act (NEPA) Documentation

Given the nature of the proposed project, the NEPA document is a likely candidate for classification as a D-List Categorical Exclusion (D-List CE). This determination can only be made; however, by the Tennessee Department of Transportation (TDOT) in cooperation with the Federal Highway Administration (FHWA). If another level of NEPA document is required by TDOT and/or FHWA other than the preparation of a D-List CE, this effort will be considered Additional Services beyond this scope of services.

One Build Alternative and the No-Build Alternative will be studied. The NEPA document will be based on functional plans or on preliminary plans (20-30 percent complete) as defined on Page 4-5 of the TDOT's *Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects* (March 2018).

Task 3.1 – TDOT Environmental Division Coordination

Kimley-Horn will maintain direct contact and function as a liaison with the designated representative of the TDOT Environmental Division.

Task 3.2 – Development of Purpose and Need

Kimley-Horn will prepare a "Purpose and Need" statement for the environmental document.

Task 3.3 – Agency Coordination

Kimley-Horn will prepare and send initial coordination letters as well as associated project mapping and plans to TDOT for coordination with the following federal and state agencies:

- U.S. Fish and Wildlife Service (USFWS)
- Tennessee Wildlife Resource Agency (TWRA)
- Tennessee Department of Environment and Conservation (TDEC)

Task 3.4 – Public Involvement

It is assumed that no public involvement activities will be required for the proposed project. If any public involvement activities are deemed necessary, this effort will be considered Additional Services beyond this scope of services.

Task 3.5 – Environmental Technical Studies

Kimley-Horn, in coordination with TDOT, will prepare the environmental technical studies listed below and the results of these studies will be incorporated directly into the NEPA document.

Ecology – Environmental Boundaries Survey

Kimley-Horn's subconsultant, Civil & Environmental Consultants, Inc. (CEC), will provide an Environmental Boundaries Survey in accordance with Tennessee Department of Transportation (TDOT) standards. As part of the preparation of the Environmental Boundaries Survey, CEC will perform the following tasks:

- Jurisdictional Waters Determination
 - CEC will provide a Waters of the U.S. Determination (i.e. streams and wetlands) for the project area. In performing the jurisdictional determinations, the 1987 *Corps of Engineers Wetlands Delineation Manual* and the 2012 *Regional Supplement: Eastern Mountains and Piedmont Region*, Version 2.0, will be closely followed to establish a description of the soils, plants and hydrologic conditions of the project area. CEC will perform the following tasks:

1. Using the 1987 *Corps of Engineers Wetland Delineation Manual* and the 2012 *Regional Supplement: Eastern Mountains and Piedmont Region*, Version 2.0 delineate potential wetlands located in the proposed area.
2. Complete the Corps of Engineers Wetland Data Forms for each wetland/upland sampling site.
3. Using a Trimble® GeoXT GPS Unit, map the wetland boundaries (if present) to determine area, and log lat/long of each soil pit along with hue, value and chroma of the soil using a standard Munsell® Color Chart.
4. Submit wet weather conveyance and stream determinations as a Qualified Hydrologic Professional to TDEC.
5. Prepare a summary report describing the findings that contains water resources form, the routine wetland determination data forms, Hydrologic Determination forms, Habitat Assessment forms, Tennessee rapid assessment methodology forms, a photo summary, and delineation map.

Once the Environmental Boundaries Survey and the jurisdictional waters determination as described above, is complete, the report will be submitted to TDOT for review and comment. The results of the Environmental Boundaries Survey will be incorporated directly into the NEPA document.

Assumptions: It is assumed that no individual plant or animal species survey will be conducted as part of this proposed scope of services and cost estimate. If the Client, TDOT, or another state and/or federal agency requests a species survey, these services can be provided, but will be considered Additional Services beyond this scope of services.

Floodplains

Floodplains and floodways in the project area will be identified only, through the review of National Flood Insurance Rate Maps (FIRMs). All FIRMs specific to the project area will be compiled and the relevant floodplains and floodways information will be provided as part of the NEPA document.

Section 4(f) – Recreational Resources

One Section 4(f) resource (existing Sidewalk Bikeway path along Rock Springs Road) has been identified within the project area. Kimley-Horn will prepare, in letter format, a “Notice of Intent to Pursue an Exception Under Section 4(f)” for potential impacts to the path in the project area. Kimley-Horn will prepare the letter for the project and submit it to the Client for initial review. Once the initial review has been completed by the Client, the letter will be sent to the Official with Jurisdiction (OWJ), the Town of Smyrna, for signature. Kimley-Horn will then incorporate the information documented in the “Notice of Intent to Pursue an Exception Under Section 4(f)” into the NEPA document.

Assumptions: If TDOT, FHWA, or the OWJ request the preparation of a Section 4(f) De Minimis Determination, Programmatic Section 4(f) Evaluation, or an Individual Section 4(f) Evaluation, this effort will be considered Additional Services beyond this scope of services

Cultural Resources – Historic/Architectural (above-ground) Resources

Given the proposed project follows the alignment of the Dixie Highway and the Trail of Tears National Historic Trail, Kimley-Horn's subconsultant, Richard Grubb and Associates, Inc. (RGA), will be responsible for preparing a Historic Architecture Resources Survey to document and evaluate potential project effects to all National Register of Historic Places (NRHP)-listed and NRHP-eligible historic architecture resources in the area of potential effect (APE) per the criteria of adverse effects set forth in Section 106 regulations. Additionally, measures to avoid, minimize, or mitigate unavoidable adverse effects will be evaluated.

Once the Historic Architecture Resources Survey is complete, the draft report will be submitted to TDOT for review and comment. TDOT will submit the draft report to the TN-SHPO for review. Following the receipt of comments, RGA will finalize the Historic Architecture Resources Survey and the results will be incorporated directly into the NEPA document.

Assumptions: If additional coordination with TDOT and/or the Tennessee State Historic Preservation Office (TN-SHPO) is required or if additional historic architecture documentation is needed past the preparation of the Historic Architecture Resources Survey previously mentioned, this work can be completed by RGA, but will be considered Additional Services beyond this scope of services.

Cultural Resources – Historic/Architectural (below-ground) Resources

It is assumed that a Phase I Archaeological Survey will not be required. It is important to note that the proposed project follows the alignment of the Dixie Highway and the Trail of Tears National Historic Trail; however, it is assumed that the proposed project would not impact the Trail of Tears National Historic Trail due to no right-of-way or easements being required for construction. Based on this assumption, Kimley-Horn will complete a Section 106 Assessment report utilizing the TDOT Environmental Division's standard template, which will review and research the general project area through a desktop review only. As part of the Section 106 Assessment, Kimley-Horn will submit the following items to TDOT:

- USGS topographic mapping of the project area;
- Photographs of all historic properties along the project area, along with a key map; and
- Dates of construction for buildings in the project area, as available.

Kimley-Horn will submit the Section 106 Assessment to TDOT for review. TDOT will then submit the Section 106 Assessment to the Tennessee State Historic Preservation Office (TN-SHPO) requesting a Section 106 review of the proposed project area. The results of both the Section 106 review as well as a copy of the TN-SHPO letter will be incorporated directly into the NEPA document.

Assumptions: It is assumed that a Phase I Archaeological Survey will not be conducted as part of this proposed scope of services and cost estimate. If a Phase I Archaeological Survey is deemed necessary by TDOT, FHWA and/or the TN-SHPO past the preparation of the Section 106 Assessment previously mentioned, these services can be provided, but will be considered Additional Services beyond this scope of services.

Hazardous Materials

Kimley-Horn will complete a desktop review of available hazardous materials databases available through TDEC and the Environmental Protection Agency (EPA) to determine whether the proposed project area has the potential to contain hazardous materials that may be impacted by the project. This information along with all relevant TDEC and EPA database mapping for the project area will be incorporated into the Agency Coordination documentation for the TDOT Hazardous Materials Section to review and provide further recommendations as to whether additional studies may be necessary.

Assumptions: It is assumed that no Phase I Environmental Site Assessment (ESA), Phase II ESA, or Asbestos Containing Materials (ACM) surveys will be conducted as part of this proposed scope of services and cost estimate. If the Client, TDOT, or another state and/or federal agency requests additional hazardous materials studies, these services can be provided, but will be considered Additional Services beyond this scope of services.

Environmental Justice

Kimley-Horn will complete an Environmental Justice (EJ) analysis, in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will consider the composition of the affected area, to determine whether minority and low-income populations are present in the area affected by the proposed project, and if so whether there may be disproportionately high and adverse human health or environmental effects on minority and low-income populations.

Baseline data will be collected for minority and low-income populations using U.S. Census data. The data will consist of race, color, national origin, and level of income of overall population, as well as the existence of any minority or low-income populations or communities. Potential areas of EJ populations will be displayed using Geographic Information System (GIS) mapping.

The EJ analysis will be limited to desktop research only and will be documented in an EJ Memorandum. No fieldwork will be completed. If a disproportionately high and adverse effect on a minority population or a low-income population is revealed, the analysis will show how the effects are distributed within the affected project area. If potential mitigation measures or potential community outreach efforts are identified by TDOT or FHWA, these services can be provided, but will be considered Additional Services beyond this scope of services.

Assumptions: No fieldwork will be required.

Environmental Technical Information to be provided by TDOT

The TDOT Environmental Division will be responsible for providing the following environmental technical information:

- Air Quality
- Noise
- Native American Consultation

Following receipt of the above listed environmental technical information from the TDOT Environmental Division, Kimley-Horn will review and incorporate the information/data into the NEPA document.

Additional Services – Environmental Technical Studies

The following environmental technical studies can be completed but will be considered Additional Services beyond this scope of services:

- Conceptual Stage Relocation Plan
- Ecology – Threatened and Endangered Species Surveys (included but no limited to Bat Presence of Absence Surveys)
- Detailed Floodplain Analysis
- Air Quality Analysis
- Noise Technical Report
- Farmland Coordination and Farmland Analysis
- Section 4(f) De Minimis Determination, Programmatic Section 4(f) Evaluation, and/or Individual Section 4(f) Evaluation
- Section 6(f) Documentation
- Phase I or Phase II Archaeological Survey and Phase III Testing
- Phase I or Phase II Environmental Site Assessments and Asbestos Containing Materials Surveys
- Detailed Environmental Justice Analysis

Task 3.6 – Document Preparation and Approval

The purpose of this task is to develop the NEPA documentation, consistent with the requirements of the FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) Documents* as well as the *Tennessee Environmental Procedures Manual* (June 2011 edition) and TDOT's *Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects* (March 2018).

Following completion of the NEPA document by Kimley-Horn, the document will be submitted to the Client for review and comment. Kimley-Horn will then revise the NEPA document based on the Client's comments. Once the Client approves the NEPA document, the document will be submitted to the TDOT Environmental Division/FHWA for initial review and subsequent approval.

Task 3 Kimley-Horn Deliverables:

1. Agency Coordination Package (electronic copy in Adobe PDF format)
2. Environmental Boundaries Report (electronic copy in Adobe PDF format)
3. Notice of Intent to Pursue an Exception Under Section 4(f) (electronic copy in Adobe PDF format)
4. Historic Architecture Resources Survey (electronic copy in Adobe PDF format)
5. Environmental Justice Memorandum (electronic copy in Adobe PDF format)
6. Draft NEPA document for the Client's review (electronic copy in Adobe PDF format)
7. Draft NEPA document for TDOT/FHWA review (electronic copy in Adobe PDF format)
8. Final NEPA document for TDOT/FHWA review and approval (electronic copy in Adobe PDF format)

Task 4 – Preliminary Design

Task 4.1 – Preliminary Design

Upon receiving notice to proceed with the PE-NEPA Phase from TDOT, Kimley-Horn will prepare a preliminary design in accordance with TDOT's Roadway Design Guidelines and current Town of Smyrna design standards. The preliminary plans will be prepared to conform to TDOT's current MicroStation and Geopak CAD standards. The plans will consist of the following sheets:

- Title Sheet with index
- Typical Sections
- Present Layout
- Proposed Layout
- Mainline Profile
- Driveway Profiles
- Preliminary Signing and Marking
- Roadway Cross Sections

Task 4.2 – Preliminary Design Submittal and Review

Kimley-Horn will submit preliminary plans to TDOT and the Town of Smyrna for review and comment. Kimley-Horn will meet with the Town to discuss the Town's comments. Following this review meeting, Kimley-Horn will revise the plans based on the Town's comments and comments from TDOT.

Task 4.3 – Preliminary Engineer's Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed improvements. Kimley-Horn will utilize the current version of the Cost Estimate Tool provided by TDOT's Strategic Transportation Investments Division to prepare preliminary cost estimate.

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

Task 4 Kimley-Horn Deliverables:

1. Preliminary Plans package (electronic copy, Adobe PDF format)
2. Preliminary Engineer's Opinion of Probable Construction Cost (one electronic copy, Adobe PDF format)

Task 5 – Right-of-Way Design Services

Task 5.1 – Right-of-Way Plans

Upon receiving notice to proceed with the ROW Phase from TDOT, Kimley-Horn will prepare right-of-way design plans in accordance with TDOT's Roadway Design Guidelines and current Town of Smyrna design standards. The plans will consist of the following sheets:

- Title Sheet
- Index with Standard Drawings
- Estimated Roadway Quantities
- Typical Sections
- Detail Sheets
- Right-of-Way Notes, Utility Notes and Utility Owners
- Present Layout
- Proposed Layout
- Mainline Profile
- Driveway Profiles
- Traffic Control Plan
- Signing and Marking
- Roadway Cross Sections

Task 5.2 – Right-of-Way Plans Submittal and Review

Kimley-Horn will submit right-of-way plans to TDOT and the Town for review and comment. Kimley-Horn will meet with the Town to discuss the Town's comments. Following this review meeting, Kimley-Horn will revise the plans based on the Town's comments and comments from TDOT.

Task 5.3 – Acquisition Plats (Additional Service)

Kimley-Horn will prepare exhibits for the required right-of-way and easements on the project for the impacted properties. Legal Descriptions will be provided for each property anticipated to require easement or right-of-way acquisitions.

This task and its associated scope and fee will be further refined after completion of the Right-of-Way plans. At that time the number of properties where right-of-way and easement acquisition is acquired will be determined and a more accurate scope and fee can be composed.

Task 5 Kimley-Horn Deliverables:

1. Right-of-Way Plans package (electronic copy, Adobe PDF format)

Task 6 – Utility Coordination

Task 6.1 – Preliminary Utility Coordination

Upon completion of Task 4 above, Kimley-Horn will provide early notification to the potentially affected utility owners along the project corridor. Kimley-Horn will request utility owner information from the TDOT Regional Utility Coordinator. Each utility owner will be provided the project location, project limits, project description, and federal and state project identifiers and given two (2) sixty-day notices and one (1) ten-day notice to indicate if they own facilities within the project area. Kimley-Horn will submit preliminary plans to utility companies known to have facilities within the project limits. The submittal to each utility owner will

consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility.

Kimley-Horn will prepare for and host a utility coordination meeting as part of this task. Known impacted utility companies will be invited to attend a coordination meeting to discuss potential utility relocations within the project limits. Kimley-Horn will document the discussions and decisions made during the meeting and distribute to the meeting attendees. Utility Owners will be responsible for identifying utility conflicts within the project limits and the design and relocation of their utilities.

Task 6.2 – Right-of-Way Phase Utility Coordination

Upon completion of Task 5, Kimley-Horn will submit the approved Right-of-Way plans to utility owners identified in Task 6.1. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format), information detailing any design changes made during Right-of-Way design, and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities and prepare more detailed utility relocation plans. Kimley-Horn will coordinate with utility owners during this phase to help facilitate the development of the relocation plans.

Kimley-Horn will prepare for and host a second utility coordination meeting as part of this task. Known impacted utility companies will be invited to attend a coordination meeting to discuss utility relocations within the project limits. Kimley-Horn will document the discussions and decisions made during the meeting and distribute to the meeting attendees.

Kimley-Horn will not perform any utility relocation design services as part of this task. It is assumed that each utility owner will design, provide plans for, and construct their utility relocations.

Task 6 Kimley-Horn Deliverables:

1. Utility Coordination Notification Letter with Project Map (electronic copy, Adobe PDF format) to each known Utility Owner within the project corridor
2. Utility Coordination Request Letter with Preliminary Plans (electronic copy, Adobe PDF format) to each known Utility Owner within the project corridor
3. Utility Coordination Request Letter with approved Right-of-Way Plans (electronic copy, Adobe PDF format) to each known Utility Owner within the project corridor

Additional Services

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

- Final Design Services
- NEPA Document Re-Evaluation
- Traffic Signal design
- Landscape/Streetscape design
- Environmental Permitting
- Right-of-Way Acquisition Services
- Bid phase and/or Pre-construction services
- Construction Phase Services
- Design services should the Project Understanding be modified from the assumptions documented in this Scope of Services

- Professional services should the project scope exceed those documented in this Scope of Services
- Attendance at meetings outside of those scoped above
- Others as requested by the Client

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

SCHEDULE

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

Please note that Kimley-Horn has no control over internal FHWA and TDOT review processes as they relate to environmental approvals and the issuances of notices to proceed from the Local Programs office.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 - 6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Project Management	\$22,800
Task 2 – Existing Conditions Survey	\$98,300
Task 3 – NEPA Documentation	\$37,900
Task 4 – Preliminary Design Services	\$46,800
Task 5 – Right-of-Way Design Services	\$38,800
Task 6 – Utility Coordination	\$9,700
Tasks 1 – 6, Total Lump Sum Fee:	\$254,100

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

Kimley-Horn will perform the services described in Additional Services on a lump sum basis, dependent upon the type of Additional Services requested. Effort associated with Additional Services will not be performed without authorization from the Town.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Town of Smyrna.

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

____ Please email all invoices to _____

____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement. Failure to supply this information could result in delay in starting work on your project.

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

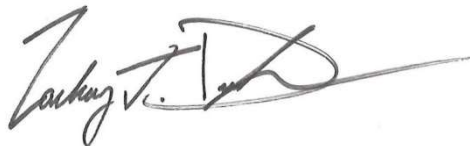
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

ACCEPTED:

TOWN OF SMYRNA

KIMLEY-HORN AND ASSOCIATES, INC.



BY: _____

BY: Zachary J. Dufour, P.E.

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: September 2, 2022



**Town of Smyrna
Town Council Meeting
Agenda Summary**

**Agenda Item Number 5.c.
Department: Grants
Date: April 14, 2026**

Subject:

Approval of the terms of, and authorization for the Mayor to execute, a contract from the Tennessee Commission for the United States Semiquincentennial for the Smyrna Greenway Historical Signage Revitalization project in the amount of \$23,482.

Fiscal Impact:

The \$23,482 from this grant will help subsidize the greenway project that was allocated in the CIP on FY27 for \$30,000. No match is involved in this grant.

Contract Type:

Original Contract

Contract Term (if applicable):

Background:

The Town of Smyrna's greenway system features historical interpretive signs that were installed 25 years ago. Over time, these 34 interpretive signs and 19 vertical information panels have become cracked, sun-bleached, and largely illegible, obscuring important educational information about Smyrna's local history. To address this deteriorating infrastructure and to participate in the upcoming 250th anniversary of the United States, Town staff identified a funding opportunity through the Tennessee Commission for the United States Semiquincentennial (TN250). The Town proposed the "Smyrna Greenway Historical Signage Revitalization" project to restore these community assets and create a permanent educational legacy.

Summary:

This contract secures \$23,482 in TN250 grant funding to purchase materials for the comprehensive revitalization of the greenway's historical markers. The project includes replacing 53 deteriorating panels (34 standard and 19 vertical) and installing 6 new trailhead markers (utilizing 12 double-sided signs). The new signage will organize Smyrna's local history, spanning from early agrarian settlement and Civil War events to the establishment of Sewart Air Force Base and modern industrialization, into a cohesive, chronological outdoor museum. All 65 signs will feature the official TN250 logo. Installation and long-term maintenance will be absorbed into standard Town of Smyrna Parks and Recreation operations.

Recommended Council Action:

Staff recommends approval of the terms of, and authorization for the Mayor to execute, a contract from the Tennessee Commission for the United States Semiquincentennial for the Smyrna Greenway Historical Signage Revitalization project in the amount of \$23,482.00.

Attachments:

1. TN250 Contract - Grant March 26
2. TN250_Guidelines
3. Signage Photos



ENDOWMENT GRANT CONTRACT

Begin Date 7/1/25	End Date 6/30/26	Agency Tracking # 31627-250	Edison ID 89231		
Public Chapter 530	Bill # HB1409	Section 36	Item 30		
Grantee Legal Entity Name Town of Smyrna			Edison Vendor ID		
Service Caption (one line only) Semi Quincentennial Celebration					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	\$23,482.00	0	0	0	\$23,482.00
TOTAL :	\$23,482.00	0	0	0	\$23,482.00
Grantee Selection Process Summary					
☒ Competitive selection			Grantee organizations applied for funding via a competitive process requiring submission of applications during a specific cycle. Each application included project descriptions, supporting project budget and agency operating budgets. Applications were reviewed by TSM staff and assessed by other subject matter experts. The members of the Tennessee Commission for the U.S. Semiquincentennial reviewed and provided the final approval.		
☐ Non-competitive selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - EG	
Speed Chart (optional) SM39		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE STATE MUSEUM
AND
TOWN OF SMYRNA**

This Grant Contract, by and between the State of Tennessee, Tennessee State Museum, hereinafter referred to as the "State" or the "Grantor State Agency" and Town of Smyrna hereinafter referred to as the "Grantee," is for the provision of Semi Quincentennial Celebration , as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Tennessee Government Entity.
Grantee Place of Incorporation or Organization: Smyrna, TN
Grantee Edison Vendor ID #

Scope 1:

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. To support the TN Semiquincentennial Celebration (America250 or TN250) – Funding was included in the Governor's budget to the State Museum to support Tennessee's participation in the United States Semiquincentennial Celebration. The TN Semiquincentennial Commission developed a grant program for organizations across the state to apply for funding to promote and market the celebration in their respective areas.
- A.3. The Tennessee Commission for the United States Semiquincentennial offers two grant opportunities for organizations and communities centered around Tennessee's unique stories.
- A.4. Service Description. To utilize funding in preparation and celebration for the TN Semiquincentennial.
- A.5. Archival Support
 - a. Collection Maintenance. It is acceptable to replace or purchase archival supplies to improve the storage conditions, operations, or public accessibility of archival collections, particularly those related to TN Semiquincentennial and Tennessee's role leading to that event. Such as the following:
 - 1) Archival shelving units
 - 2) Acid-free, lignin-free folders and boxes
 - 3) Other necessary archival supplies or environmental monitoring devices
 - 4) Contracted conservation treatments
 - 5) Hiring part-time workers to process collections or to plan digitization projects
 - 6) Improving online access to collections through digitization
 - b. Collection Preservation and Professional Development. It is acceptable to improve preservation of and access to Tennessee's historical records (including digitization), especially those that highlight Tennessee's contributions to TN Semiquincentennial and the founding of the United States. This includes educating and training records custodians and supporting archival program development and enhancement. Such as for the following:

- 1) Technology: This sub-category provides funding for hardware, software, peripherals, and other technology items used/needed to create online digital collections, especially those related to Tennessee's role in the founding of the United States.
- 2) Training: This sub-category provides funding for registration costs for webinars or workshops related to conservation, digitization, and digital project planning for archivists and museum personnel.
- 3) Contracted Services: This sub-category provides funding to hire a vendor or independent contractor for digitization or conservation services, particularly for work on collections that highlight Tennessee's contributions to America's founding. Include a vendor quote for these services with your application.
- 4) Contract/Part-Time Archivist: This sub-category provides funding to hire a contract or part-time archivist for the duration of the grant period to scan documents and create corresponding metadata for collections related to Tennessee's history and America 250.

A.6. Historic Preservation. It is acceptable to support historic preservation projects that focus on interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. Such as for the following:

- a. Historic Structure Restoration and Repair
- b. Historic Cemetery Restoration

A.7. Exhibition and Programs. It is acceptable to support exhibitions and programs that focus on interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. SA.6 such as the following:

- a. Public exhibitions, both long-standing and temporary, that support the themes of the nation's anniversary
- b. Educational lectures or symposia related to the Semiquincentennial
 - 1) Community history projects, including oral histories
 - 2) Conferences and symposia
 - 3) Festivals and performances
 - 4) Lectures and lecture series

A.8. Media Programs. It is acceptable to support media programs that focus on marketing, interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. Such as the following:

- a. production support of films
- b. videos,
- c. television,
- d. radio,
- e. podcasts,
- f. websites, or
- g. digital media

- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Grantee Application) incorporated to elaborate supplementary scope of services specifications.

Scope 2:

A. SCOPE OF SERVICE AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. To support the TN Semiquincentennial Celebration (America250 or TN250) – Funding was included in the Governor's budget to the State Museum to support Tennessee's participation in the United States Semiquincentennial Celebration. The TN Semiquincentennial Commission developed a grant program for organizations across the state to apply for funding to promote and market the celebration in their respective areas.
- A.3. The Tennessee Commission for the United States Semiquincentennial offers two grant opportunities for organizations and communities centered around Tennessee's unique stories.
- A.4. Service Description. To utilize funding in preparation and celebration for the TN Semiquincentennial.
- A.5. Community Support Groups. To assist with two or more collaborating in their TN Semiquincentennial activities, such as:
- a. county/ municipality organizations
 - b. non-profit 501(c) and 501(a) organizations
 - c. local historical societies,
 - d. libraries,
 - e. museums
 - f. other applicable organizations
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Grantee Application) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed twenty three thousand four hundred eighty two dollars (\$23,482.00) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within sixty (60) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
 - a. A Grantee completed and signed State provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective

termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be emailed to the respective party as set out below:
- The State:

Carrie Tipton, America 250 Coordinator
Tennessee State Museum
TN250@tn.gov
Telephone # (615) 712-1371

The Grantee:

Dennis Molina, Project Director
Town of Smyrna
315 S Lowry St
Smyrna, TN 37167
dennis.molina@townofsmymrna.org
Telephone # 6152675409

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.8. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.9. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.11. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee administered by the Tennessee Commission for the United States Semiquincentennial." "

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.12. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual and Final Reports. As a prerequisite to the receipt of grant funds, the Grantee shall agree to provide to the State agency head, within sixty (60) days of the close of the project, an accounting of the actual expenditure of such funds including a notarized statement that the report is true and correct in all material respects; provided, however, that the head of the State agency through which such disbursement is being made may require, in lieu of the accounting as provided above, an audited financial statement of the non-governmental agency or entity. A copy of such accounting or audit, as the case may be, also shall be filed with the office of the Comptroller of the Treasury
- D.16. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.17. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.18. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.19. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D. 20. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.21. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.22. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.23. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.24. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.25. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.26. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

TOWN OF SMYRNA:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE MUSEUM:

Ashley Howell, Executive Director

DATE



Brand Identity Guidelines | Winter 2025

Prepared by Delevante

The Logo

Brand Identity Guidelines

This is the full Tennessee America 250 logo including the official tagline: “Voices & Volunteers”



The Logo

Brand Identity Guidelines

Acceptable versions of the logo

Official 2 color logo with tagline



Official 2 color logo without tagline



1 color logo (black)



Logo reversed (on black)



Clearspace



Magenta indicates type and element alignment and boundaries

Blue indicates Clear Space. The area within the blue line must be kept free of other elements.

The minimum required Clear Space is defined by the measurement 'x' (equal to the height of the word: "TENNESSEE")

Colors

Brand Identity Guidelines

Primary



Old Glory Blue
Pantone: 282C
RGB: 0, 33, 71
CMYK: 100, 87, 37, 51
HEX: #002147

Old Glory Red
Pantone: 193C
RGB: 179, 25, 66
CMYK: 0, 100, 66, 13
HEX: #B31942

Secondary



PALE BLACK
10% BLACK
HEX: #E0E7E8

PALE YELLOW
Pale Yellow
C:0 M:0 Y:7 K:4
HEX #0E2346

PALE BLUE
Pale Blue
C:10 M:0 Y:0 K:4
HEX #5BCBF5

Primary colors make up the primary logo.

Secondary colors are to be used as background colors or highlight colors.



Some elements of the logo were hand drawn. Some of these fonts were used as inspiration and some directly in the logo.

These font families are recommended for other marketing uses.

Knockout 50

**ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890**

Knockout 73

**ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890**

Knockout 53

**ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890**

Eames Century Modern Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890



Logo Use

Brand Identity Guidelines

Acceptable logo uses

Primary logo on white or light bkgd



2 colors on Pantone 282



1 Color - Pantone 193



Reversed on red



1 color - Pantone 282



Primary logo on light photo



1 color - black



White on dark photo



Reversed on black



Logo Use

Brand Identity Guidelines

Unacceptable logo uses

Do not change colors in the logo



Do not reverse colors in the logo



Do not condense, expand or distort the logo in any way



Do not tilt or rotate the logo.



Do not add borders, boxes or any elements to the logo.



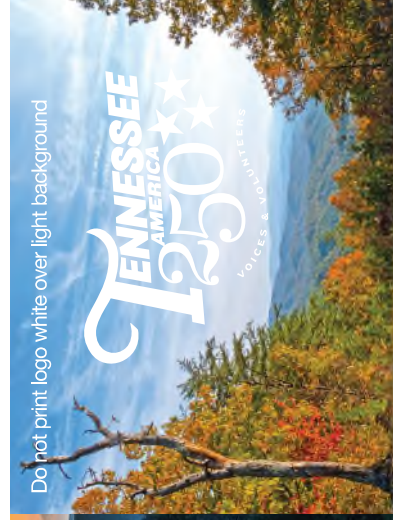
Do not change or reset any elements within the logo. Only use the supplied final versions with all elements included.



Do not attempt to print logo over city photos



Do not attempt to print primary logo over dark photos



Do not print logo white over light background

GREENWAY AND BIKEWAY PLAN



Greenway Rules

Operating Hours: Daylight to Dark
All pets must be on a leash.
Please put litter in receptacles.
Pay attention to trail signage.
No motorized vehicles on greenway.
Bikers stay to the right.
Respect other greenway users.
No drugs or alcohol in Smyrna Parks system.



EMERGENCY NUMBERS:

Smyrna Parks Department 459-9710
 Smyrna Police Department - 459-6644

We want to thank all the many individuals and groups who make the Smyrna Greenway possible.

U.S. Congressman Bart Gordon and staff
 Town Mayor, Bob Spivey
 Vice Town Mayor, Paul Johns
 Smyrna Town Council, Tony Dover, Mary Esther Bell,
 Ed Garner, Jerry Oxsher, James Yates
 Town Manager, Mark O'Neal
 Smyrna Parks and Recreation Advisory Board
 Former Parks Director and Greenway Designer, Tom Sage
 General Contractors, Thomas & Associates, Inc.
 Civil Engineer, Huddleston-Steele, Inc.
 Environmental Graphic Design, Ashworth Environmental Design
 Middle Tennessee State University Al Gore Center staff
 County Historian, Ernie Johns
 Tennessee Wildlife Resource Agency
 Tennessee Department of Transportation
 Rutherford County Government
 Tennessee Rehabilitation Center
 Smyrna/Rutherford County Airport Authority
 Tennessee National Guard
 United States Army Corps of Engineers
 Greater Nashville Regional Council
 All Town of Smyrna Employees and Citizens



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Clipart.com



Complex mourning customs were observed during the 19th century that dictated dress, socializing, remembrance and more.

accept attending church. Full mourning required women to wear black clothes and use a silky material called crepe to

Mourning requirements were much less stringent for men, who generally wore a black armband, hatband or suit and

PERCY PRIEST LAKE

Views of J. Percy Priest Dam

J. Percy Priest Dam shown in a photograph during service of generation

Millions of visitors flock each year to the U.S. Army Corps of Engineers Lake, which in addition to providing recreation, controls the flooding of the Cumberland River and generates power for area homes and businesses.

J. Percy Priest Lake is managed by the U.S. Army Corps of Engineers and draws over 1 million visitors each year who swim, fish, hunt, canoe, hike, horseback ride and more. The lake provides 463 picnic areas, 41 trout ponds, 8 swimming areas, 31 boat ramps, five marinas and 1,000 slips. The Corps estimates that Percy Priest visitors contribute over \$95 million to the local economy every year.

Percy Priest covers over 19,000 acres of water and nearly 2,000 acres of land. The lake's average depth is 28.7 feet and it is 100 feet upstream from the dam.

The Corps estimates that the reservoir at Percy Priest provides a water supply for over 1 million people and provides a water supply for the city of Nashville. The Corps estimates that the reservoir provides a water supply for the city of Nashville. The Corps estimates that the reservoir provides a water supply for the city of Nashville.

Dam for the purchase of a lake way to the dam

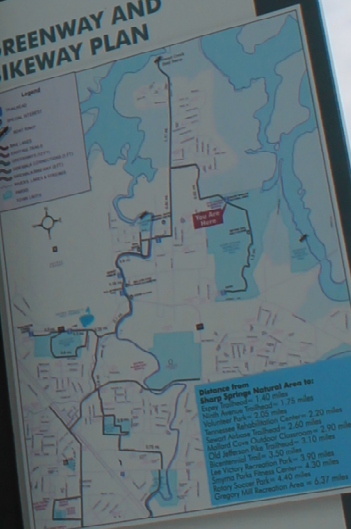
S M Y R N A G R E N W A Y



SMYRNA
PARKS &
GREENWAY
SYSTEM



GREENWAY AND BIKEWAY PLAN



Greenway Rules

Greenway Rules

Operating Hours: Daylight to Dark
All pets must be on a leash.
Please put litter in receptacles.
Pay attention to trail signage.
No motorized vehicles on greenway.
Bikers stay to the right.
Respect other greenway users.
No drugs or alcohol in Smyrna Parks system.

EMERGENCY NUMBERS: 911

EMERGENCY NUMBERS:
Smyrna Parks Department 459-9710
Smyrna Police Department - 459-6644

We want to thank all the many individuals and
 groups who make the Smyrna Greenway possible.

U.S. Congressman Bart Gordon and staff
Town Mayor, Bob Spivey
— Paul Johns

Smyrna Town Council, Tony Dovez, Mary Esther B. Ed Garner, Jerry Oxalter, James Yates
Mayor, Mark O'Neal

Former Parks Director and Greenway Designer, Town of Smyrna
Contractors, Thomas & Associates, Inc.

Civil Engineer, Huddleston-Steele, Inc.
Environmental Graphic Design, Ashworth Environmental
Middle Tennessee State University Al Gore Center

County Historian, Ernie Johns
Tennessee Wildlife Resource Agency
Department of Transportation





**Town of Smyrna
Town Council Meeting
Agenda Summary**

**Agenda Item Number 5.d.
Department: Finance
Date: April 14, 2026**

Subject:

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

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

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

Summary:

A list is attached of surplus items that need to be sold at auction. The list includes town vehicles, computer equipment and various items no longer needed. The Town seeks permission to conduct an online auction to sell surplus items. The auction will be advertised in the Murfreesboro Post, on the town's website and Channel 3. All surplus items will be sold through GovDeals online auction company.

Recommended Council Action:

Staff seeks authorization to conduct an auction of approved items.

Attachments:

1. Updated List of Surplus Items

Updated-List of items for surplus

Department	Items
Admin	Wood Desk with glass top
Codes	4 Shelf Bookcase
	Small round table with glass top
	Keyboard & Mouse Under Desk Mount
Event Center	8 Sinks
	8 Ceiling Fans
Finance	Cannon Camera Rebel 2000
	AIWA Radio with speakers multi disk
Fire Department	Vehicle Consoles and Laptop Mounts
	Sand Blaster
	3 Wood Bunk Beds
	2 Samsung Tvs
	Fire Hose - 3500 of 2.5" and 4200 3" Vinyl Hose
	5 Fire Service Ground Ladders
	Misc Fire Service Appliances-Water Distribution appliances, ground monitors, inlets
	3 Backpack Water Tanks
	Large dry erase board
	Hand landscape tools-spades, shovels, pitch forks, loppers
	BlackHawk Porto-Power Hydraulic lifting tool
	Table Chairs
	Color Printer
	3 Electric Smoke Ejectors
	2 Extension cord reels
	Wall mount garden hose reel and hose
	3 seats from 2018 F350 & 1 seat from F250
Info Services	Metal AV Cart
	See additional list of items
Legal	Office Décor and Bags
Police	Wall Cabinets
Public Works	L shaped desk with glass top
	Paintings
SOAC	2 ReptoFilter decorative water filters for terrariums
Storm Water	Coxreels Sprayer
	American Signal Message Sign
	Barber Litter Picker
	2009 Dodge Dakota Vin# 1D7HW32K898783576 / 121,738 Miles
Streets	2004 Chevy 1500 Vin# 1GCEC14V84Z261659 / 157,203 Miles
	2006 Volvo Mini Excavator Vin# GL2259 / 2878 Hours
Treasury	Office Supplies (Binders, receipt paper, corkboards, plastic trays)
WSM	2008 Ford F150 Vin# 1FTRX12W79KA75936 / 154,622 Miles
	2004 Chevy Silverado Vin# 1GCHK24U14E295771 / 197,438 Miles
	2009 Chevy Silverado Vin# 1GCEK190X9Z262304 / 144,022 Miles

Manufacturer	Model	Serial/Service Tag		
Dell	OptiPlex 7060 Micro	B1STYQ2		
Dell	OptiPlex 7060 Micro	B23TYQ2		
Dell	OptiPlex 7060 Micro	B24YYQ2		
Dell	OptiPlex 7060 Micro	B24VYQ2		
Dell	OptiPlex 7060 Micro	B1Y0ZQ2		
Dell	OptiPlex 7060 Micro	B25YYQ2		
Dell	OptiPlex 7060 Micro	B250ZQ2		
Dell	Precision	DHKW7X2		
Dell	Optiplex 7020	769SPX2		
Dell	Optiplex 7020	76973Y2		
Dell	OptiPlex 7060 Micro	B20WYQ2		
Dell	OptiPlex 7060 Micro	76883Y2		
Dell	OptiPlex 7060 Micro	B2XZYQ2		
Dell	OptiPlex 7060 Micro	B3Q0ZQ2		
Dell	OptiPlex 7060 Micro	768SPX2		
Dell	OptiPlex 7060 Micro	B1RXYQ2		
Dell	Optiplex 7060	B1YYYQ2		
Dell	Precision Tower 3620	JF0LFX2		
Dell	OptiPlex 7060 Micro	769VPX2		
Dell	OptiPlex 7060 Micro	768PPX2		
Dell	OptiPlex 7060 Micro	76brpx2		
Dell	OptiPlex 7060 Micro	b3f2zq2		
Dell	Precision 3430	HJX5PX2		
Dell	OptiPlex 7060 Micro	B1WXYQ2		
Dell	OptiPlex 7060 Micro	76BSPX2		
Dell	Precision 3630 Tower	HLC9PX2		
Dell	OptiPlex 7060 Micro	B3WXYQ2		
Dell	Optiplex7080 Micro	76993Y2		
Dell	OptiPlex 7090	9TPXQJ3		
Dell	Precision Tower 3620	JF0KFX2		
Dell	Optiplex 7090	F0XPQJ3		
Dell	Optiplex 7060	769QPX2		
Dell	Optiplex 7060	76b93y2		
Dell	Optiplex 7060	76873y2		
Dell	Optiplex 7060	B202ZQ2		
Dell	Optiplex 7040	68YC082		
Dell	Optiplex 7060	B3B2ZQ2		
Dell	Optiplex 7060	76BQPX2		
Dell	Optiplex 7060	76BPPX2		
Dell	Optiplex 7060	768TPX2		
Dell	Optiplex 7060	769tpx2		
Dell	Optiplex 7060	768RPX2		
Dell	Optiplex 7060	B3VSYQ2		
Dell	Optiplex 7060	769RPX2		
Dell	Optiplex 7060	76B73Y2		
Dell	Optiplex 7060	B242ZQ2		
Dell	OptiPlex 7060	B3RWYQ2		
Dell	OptiPlex 7060	B3dtyq2		
Dell	Optiplex 7060	768QPX2		
Dell	OptiPlex 7060	76983Y2		
Dell	OptiPlex 7060	769PPX2		
Dell	Optiplex 7060	B35VYQ2		
Dell	Optiplex 7060	B3KTYQ2		
Dell	Optiplex 7060	768VPX2		

[illegible]

Manufacturer	Model	Serial/Service Tag
Dell	Rugged Laptop	GMZGTG2
Dell	Rugged Laptop	CMZGTG2
Dell	Rugged Laptop	JMZGTG2
Dell	Rugged Laptop	BMZGTG2
Dell	Latitude 5414	433WNY1
Dell	Latitude 5414	JWFFVNY1
Dell	Latitude 5414	533WNY1
Dell	Latitude 5414	D0JZSG2
Dell	Latitude 5414	JCYPSG2
Dell	Latitude 7220	8FSCDD3
Dell	Latitude 7221	6CYGTG2
Dell	Latitude 7222	c8ygtg2
Dell	Latitude 7212	9gygtg2
Dell	Latitude 7220	b9nhyx2
Dell	Latitude 7220	hgscdd3
Dell	Latitude 7220	bdscdd3
Dell	Latitude 7212	78ygtg2
Dell	Latitude 7212	dbygtg2
Dell	Latitude 7220	1dscdd3
Dell	Latitude 7212	f6ygtg2
Dell	Latitude 7220	ddscdd3
Dell	Latitude 7220	G8PMYX2
Dell	Latitude 7212	D7YGTG2
Dell	Latitude 7212	1BPMYX2
Dell	Latitude 7212	1198TG2
Dell	Latitude 7212	89pmyx2
Dell	Latitude 7212	46YGTG2
Dell	Latitude 7212	2BPMYX2
Dell	Latitude 7212	28YGTG2
Dell	Latitude 7212	9CSCDD3
Dell	Latitude 5420	3MZGTG2
Dell	Latitude 5420	8NZGTG2
Dell	Latitude 5420	3NZGTG2
Dell	Latitude 5420	1NZGTG2
Dell	Latitude 5420	6MZGTG2
Dell	Latitude 5420	6NZGTG2
Dell	Latitude 5414	4BYPSG2
Dell	Latitude 5414	CBYPSG2

[illegible]

Manufacturer	Description	Serial #	Qty
Havis	USB in care keyboard	11822001570	21
LIND DE2045-3274-FD	Auto Power Adapter	HW-EL-0035	10



**Town of Smyrna
Town Council Meeting
Agenda Summary**

**Agenda Item Number 6.a.
Department: Building & Codes
Date: April 14, 2026**

Subject:

PUBLIC HEARING: 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, Laverne, 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 CODE¹

§ 7-101 FIRE CODE ADOPTED.

The International Fire Code, ~~2018~~ 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 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".~~

~~(23)~~ 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

¹Cross 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 7.a.1.
Department: Planning
Date: April 14, 2026**

Subject:

Consideration of an Ordinance relative to the rezoning of property located on Tax Map 28, part of Parcel 12.02 from C-2 to PCD requested by SEC, Inc. on behalf of CSC Properties, LLC. The property requested to be rezoned contains approximately 2.21 acres and is located on Lee Victory Parkway.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

The property that is the subject of this request is located on Lee Victory Parkway directly across from the intersection with Harold Lee Drive and approximately .3 of a mile northeast of the intersection with Alnaville Road. The Land Use Plan for this area is the 24 Gateway character area, which would support a mix of uses and services that are both local and regional in scale. Hospitality, retail, restaurant, and multifamily uses are particularly appropriate for this area.

Summary:

The proposed PCD is to allow a quick service oil and lube business in addition to all other uses allowed in the C-2 district. The concept plan shows the second use as a bank. Access would be via an existing private drive which also provides access to Parkway Baptist Church. A single access would be constructed from the private drive to access both lots. Offsite water and sewer improvements would be required to provide access to both utilities. The proposed elevations for the oil and lube business meet Design Review, but the proposed elevations of the bank do not. The entire property is in the 100 year floodplain. A floodplain development permit application would be required to be submitted as a part of the grading permit application. A traffic study was done for a previously proposed development plan which showed that the intersection of the private drive and Lee Victory Parkway would be at a LOS F necessitating the installation of a traffic signal. This was revisited with an updated signal warrant analysis

for this request which shows that a signal is warranted. This has been submitted to TDOT by the developer for review. Signal installation is subject to TDOT approval, but if approved would be installed by the developer. I have attached the pattern book which provides additional information.

The Planning Commission reviewed this request and recommended approval 6 for, 0 against, with the following conditions:

1. The proposed building elevation on Lot 1 does not meet Design Review and is required to be revised to meet Design Review.
2. The entire property is in the 100 year floodplain. A floodplain development permit application is required to be submitted as a part of the grading permit application.
3. The signal warrant analysis shows that a traffic signal is warranted at the intersection of the private drive and Lee Victory Parkway. This signal is required to be installed, pending approval by TDOT.

Recommended Council Action:

Staff recommends approval.

Attachments:

1. Ordinance #26-15
2. Application
3. Lee Victory PCD Map 1
4. Lee Victory PCD Map 2
5. Lee Victory PCD Map 3
6. 22032_Lee Victory Parkway_PCD
7. Property Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-15

AN ORDINANCE relative to the rezoning of property located on Tax Map 50, Parcel 12.02, containing 2.21 acres from C-2 to PCD.

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 50, Parcels 12.02, containing 2.21 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 C-2 to PCD, 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

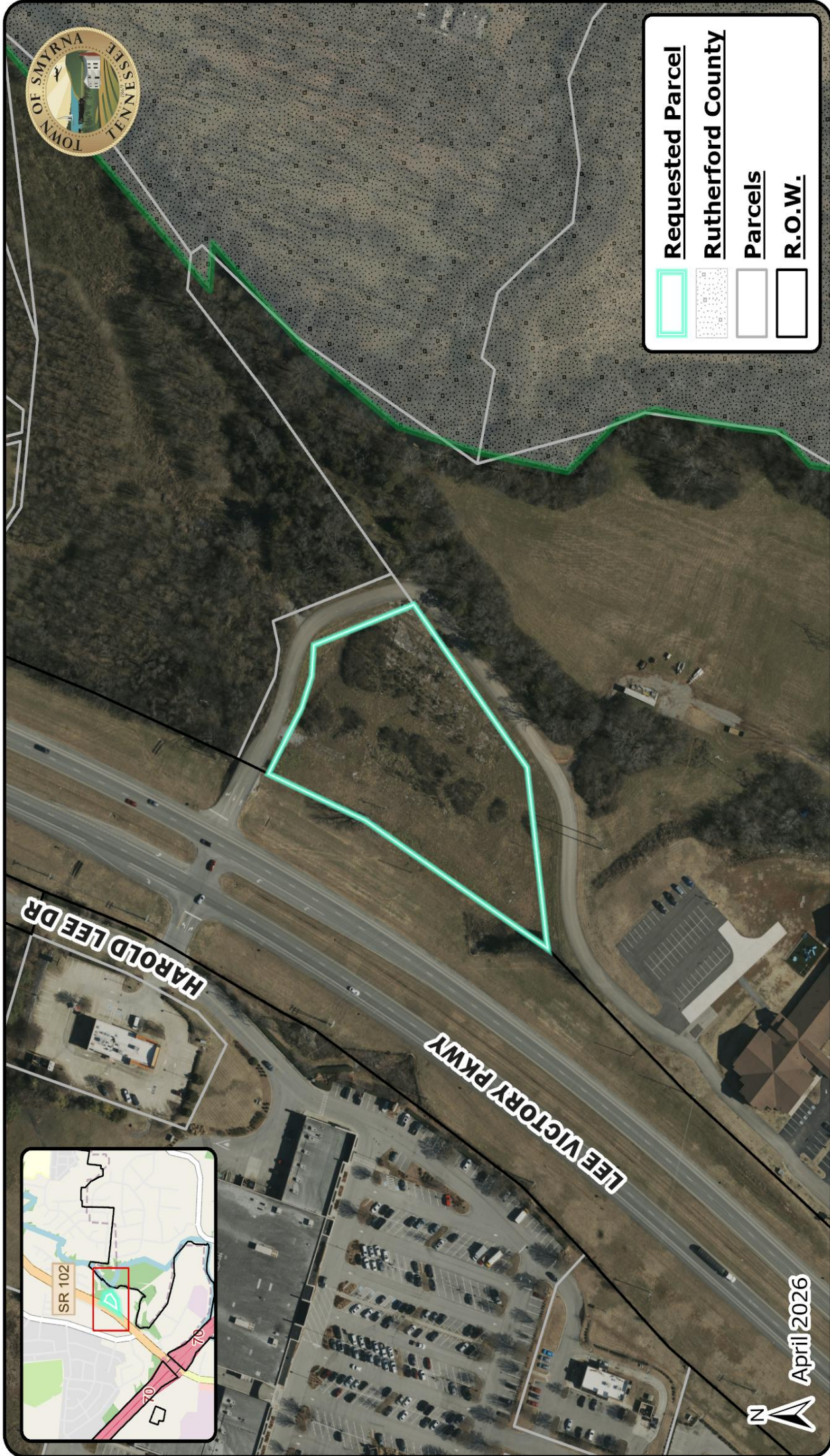
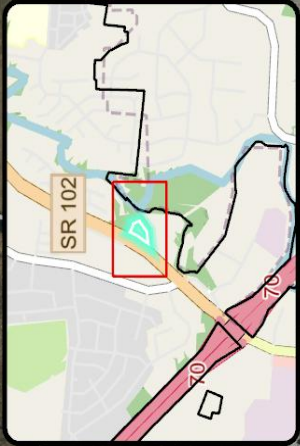


Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: SEC, Inc.		
Street Address: 850 Middle Tennessee Blvd.		
City: Murfreesboro	State: TN	ZIP: 37129
Email: mtaylor@sec-civil.com	Phone: (615) 890-7901	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: CSC Properties, LLC		
Street Address: 5795 Ulmerton Road Suite 200		
City: Clearwater	State: Florida	ZIP: 33760
Email: andrew@cscproperties.com	Phone: (727) 446-3444	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: Lee Victory Parkway		
Tax Map: 50	Group:	Parcel: 12.02
Requested Lot Area (Square feet/Acres): 2.21		
Existing Zoning: C-2	Requested Zoning: PCD	
*Current Property Owner (See Note Below): B&T Land Partners, LLC		
APPLICANT AUTHORIZATION		
Applicant Signature: 		Date: 3/9/2026
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 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.



Requested Parcel
Rutherford County
Parcels
R.O.W.

SEC, Inc - Rezoning Request

C-2 to PCD

Lee Victory Parkway

Owners: B&T Land Partners, LLC

Tax Map: 50
P/O Parcel: 12.02
Acres: +/- 2.21



Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

Map data © OpenStreetMap contributors,
Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by
Esri



R-3

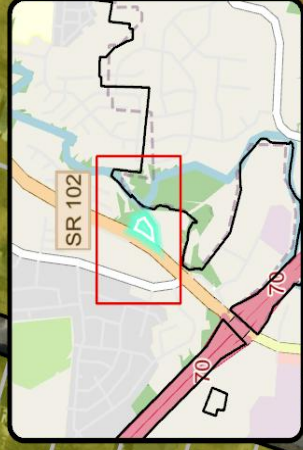
PRD

C-2

C-2

- R-1 LOW DENSITY RESIDENTIAL
- R-3 MEDIUM DENSITY RESIDENTIAL
- PRD PLANNED RESIDENTIAL DISTRICT
- C-2 HIGHWAY SERVICE
- PCD PLANNED COMMERCIAL DISTRICT
- PUD PLANNED UNIT DEVELOPMENT

- Requested Parcel
- Rutherford County
- Parcels
- R.O.W.



GENERAL FORREST CT

LEE VICTORY PKWY

CALADONIA WAY
BURNT PINE DR
HAROLD LEE DR

SHEN OAKS BLVD
April 2026

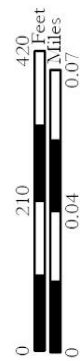
SEC, Inc - Rezoning Request

C-2 to PCD

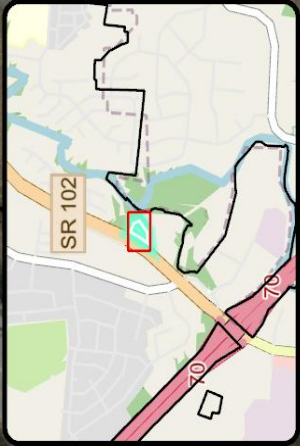
Lee Victory Parkway

Owners: B&T Land Partners, LLC

Tax Map: 50
P/O Parcel: 12.02
Acres: +/- 2.21



Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet
Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri



April 2026

- Requested Parcel**
- Parcels**
- R.O.W.**

SEC, Inc - Rezoning Request

C-2 to PCD

Lee Victory Parkway

Owners: B&T Land Partners, LLC

Tax Map: 50
P/O Parcel: 12.02
Acres: +/- 2.21



Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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Community Maps contributors, Map layer by
Esri

LEE VICTORY PCD

A REQUEST FOR REZONING FROM GENERAL COMMERCIAL (C-2) TO A PLANNED COMMERCIAL DISTRICT

Town of Smyrna, Tennessee



SEC, Inc.

SEC Project #22032

Initial Submittal

March 10, 2026

Resubmitted

March 19th, 2026 for the
April 7th, 2026 Planning Commission Meeting

Resubmitted

April 6th, 2026 for the
April 7th, 2026 Planning Commission Meeting



Company Name: SEC, Inc.
Profession: Planning.Engineering.Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
Web: www.sec-civil.com

*850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129*

Company Name: CSC Properties, LLC
Profession: Developer
Attn: Andrew Smith
Phone: (727) 446-3444
Email: andrew@cscproperties.com
Web: www.cscproperties.com

*5795 Ulmerton Road Suite 200
Clearwater, Florida 33760*

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DEVELOPMENT STANDARDS.....	09
ARCHITECTURAL CHARACTERISTICS.....	10-13
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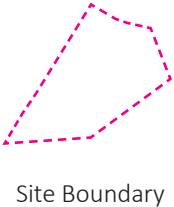
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without the expressed written consent of Site Engineering Consultants, Inc.



AERIAL PHOTOGRAPH

Not To Scale

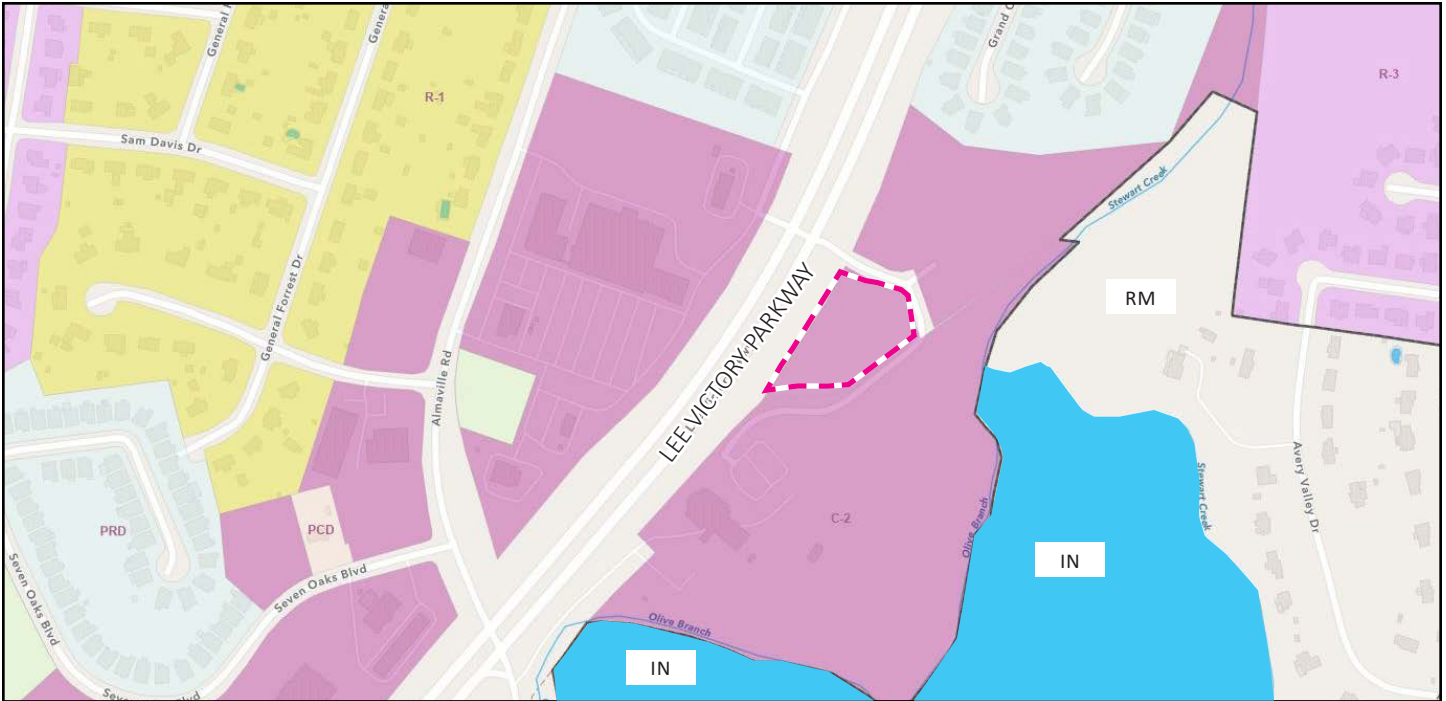
- Lee Victory Parkway
- Almaville Road
- Avery Valley Drive
- Private Drive
- Seven Oaks Boulevard



CSC Properties, LLC respectfully requests rezoning of the B&T Land Partners, LLC property on Lee Victory Parkway from General Commercial (C-2) to Planned Commercial District (PCD) . The property is located along the eastern side of Lee Victory Parkway, north of Almaville Road and Lee Victory Parkway Intersection. The site is identified as Parcel 12.02 of Tax Map 50, and is approximately 2.21 acres.

CSC Properties, LLC is requesting the rezoning of this property to create the Lee Parkway PCD, a two lot commercial subdivision. The development is envisioned to provide two commercial buildings, potentially for a banking institution and/or automotive service company which will complement the existing commercial developments and provide needed services for the surrounding neighborhoods. The lots will be accessed from the private drive that currently intersects with Lee Victory Parkway.

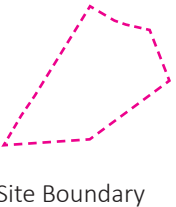
Building elevations will be constructed of masonry materials to be consistent with the character of this commercial corridor. Each building shall have foundation landscaping along the front and side elevations, except those which face a drive-thru. Street frontage plantings will be provided along Lee Victory Parkway and any parking lot facing a public road shall be screened with evergreen shrubs. Signage will be incorporated along Lee Victory Parkway and shall be constructed with material consistent with the proposed architecture and anchored by landscaping.



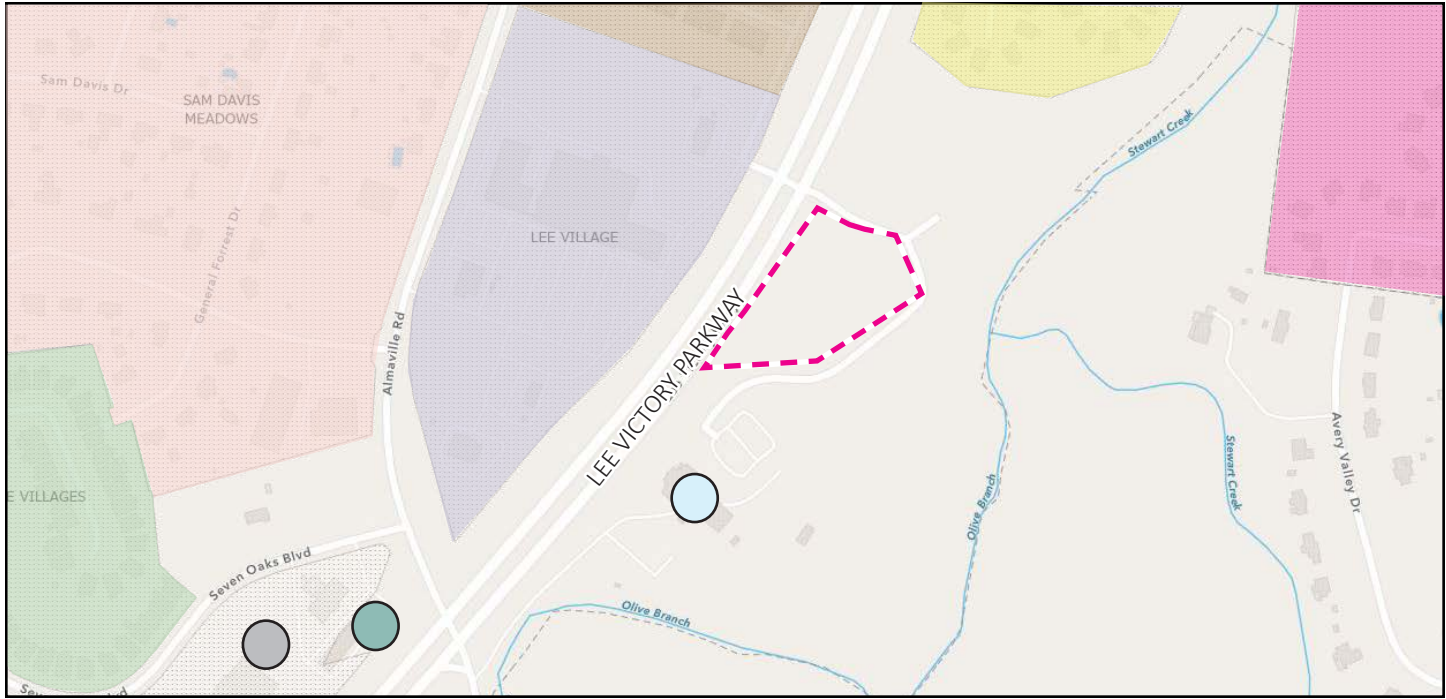
ZONING MAP

Not To Scale

- R-1 Low Density Residential (R-1)
- R-3 Medium Density Residential (R-3)
- C-2 General Commercial District (C-2)
- PRD Planned Residential District (PRD)
- RM Medium Density Residential (RM) Rutherford County
- IN Medium Density Residential (RM) Rutherford County



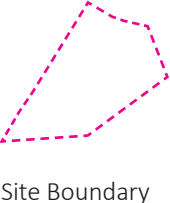
The surrounding area consists of a mixture of zoning types and land uses. The land to the north is zoned General Commercial (C-2) and Planned Residential District (PRD). The land further to the west is residential R-1 and PRD with commercial along the west side of Lee Victory Parkway. The land south of the site is zoned C-2, and land southeast is zoned IN and RM (Rutherford County). This development falls within the 24 Gateways Overlay per the Town of Smyrna’s Comprehensive Plan for future land use.



SUBDIVISION MAP

Not To Scale

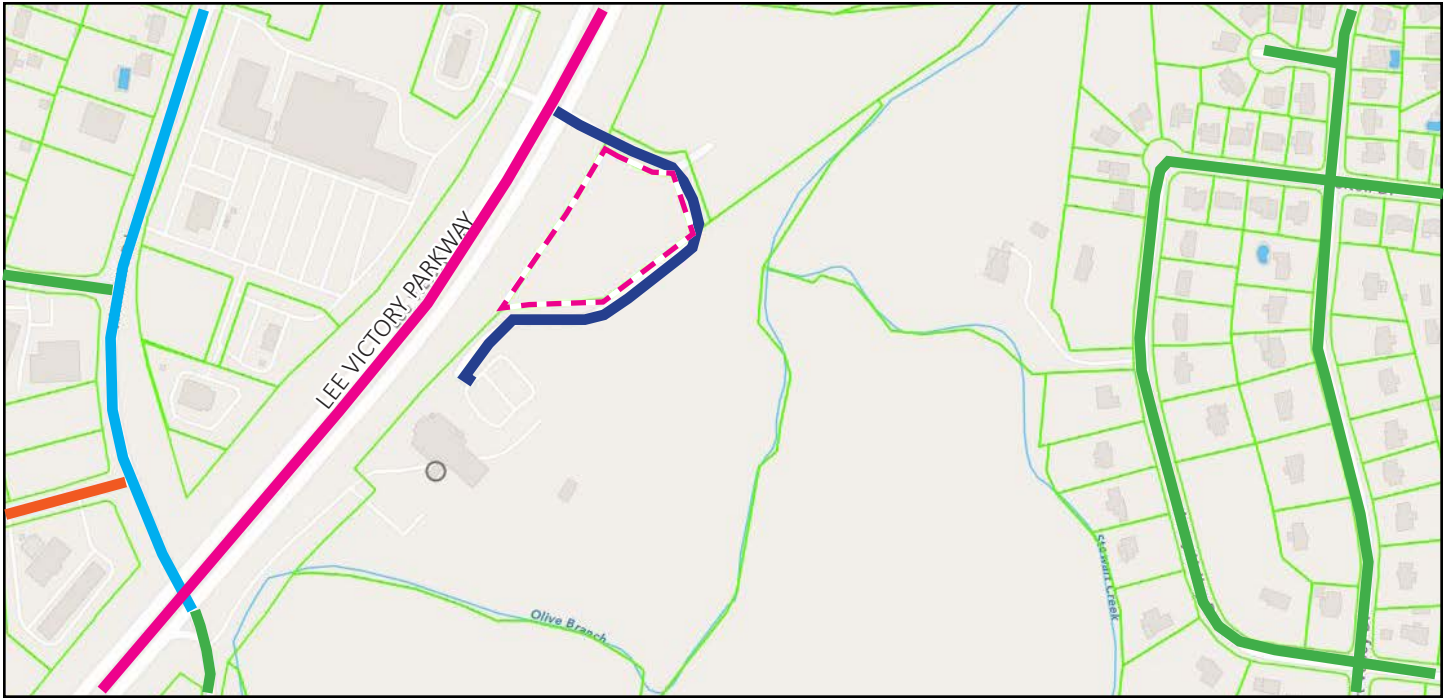
- | | | |
|-------------------|---------------|--------------------------|
| The Villages | Lee Crossing | RaceTrac Gas Station |
| Sam Davis Meadows | Adelaide Park | Seven Oaks Business Park |
| Lee Village | Glenrose | Parkway Baptist Church |



Site Boundary

Lee Victory PCD is surrounded by a mixture of residential subdivisions and commercial properties. The Villages, Sam Davis Meadows, Adelaide Park and Glenrose are residential developments. Buildings in this development consist of one to two story single family detached homes with primarily vinyl siding and masonry materials for facades with front entry garages.

Lee Village is a commercial development featuring several retail businesses, including Smyrna Cafe, Publix Super Market, Chago's, and Starbucks Coffee. Seven Oaks Business Park is a commercial development featuring Tennessee Mechanical Corporation (TMC) and Chipotle Mexican Grill. These businesses provide the surrounding neighborhoods with a variety of services, while Parkway Baptist Church, located directly south of the site, serves as a prominent community landmark. There is one primary point of ingress/egress to the development from an existing private drive connected to Lee Victory Parkway.



MAJOR TRANSPORTATION PLAN

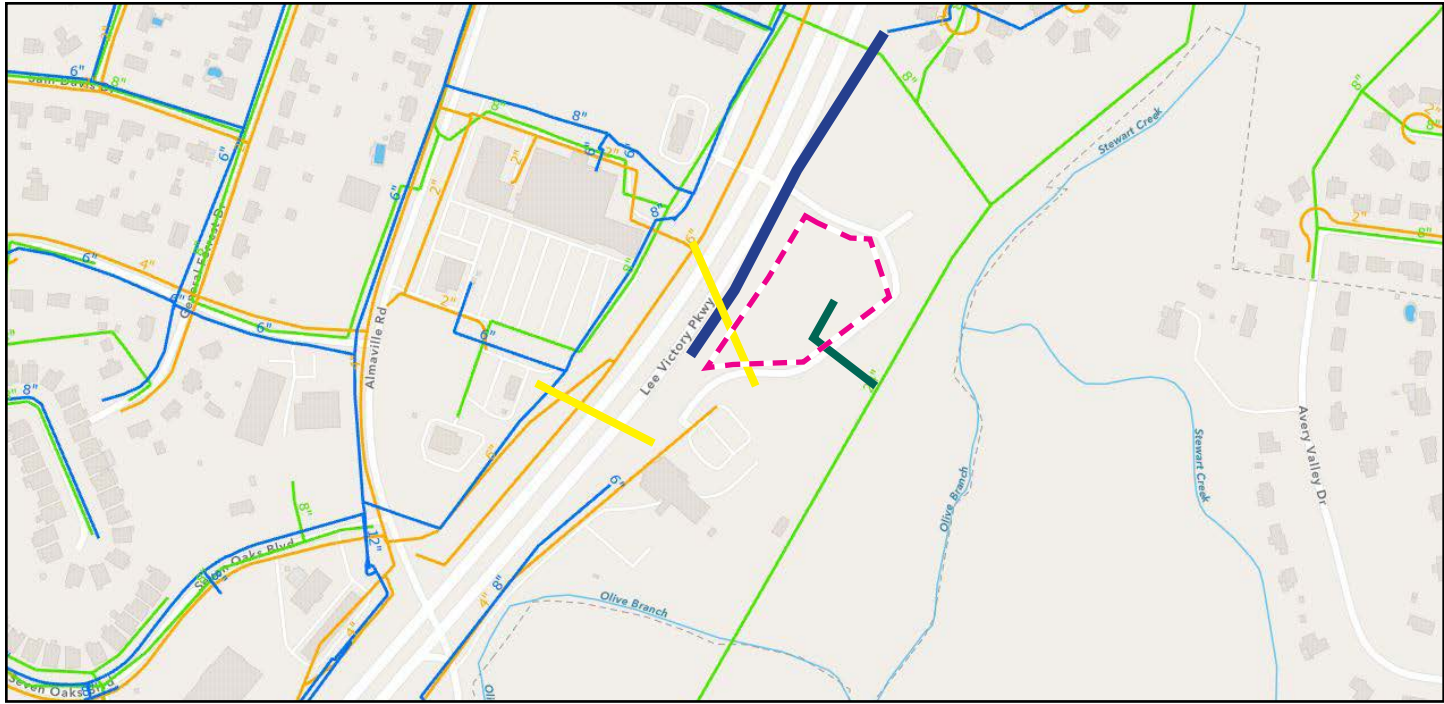
Not To Scale

- | | |
|--|--|
| | EXISTING MINOR ARTERIAL (80-FT ROW) |
| | EXISTING PRINCIPAL ARTERIAL (100-FT ROW) |
| | EXISTING COLLECTOR (60-FT ROW) |
| | EXISTING LOCAL (0-FT ROW) |
| | EXISTING PRIVATE |



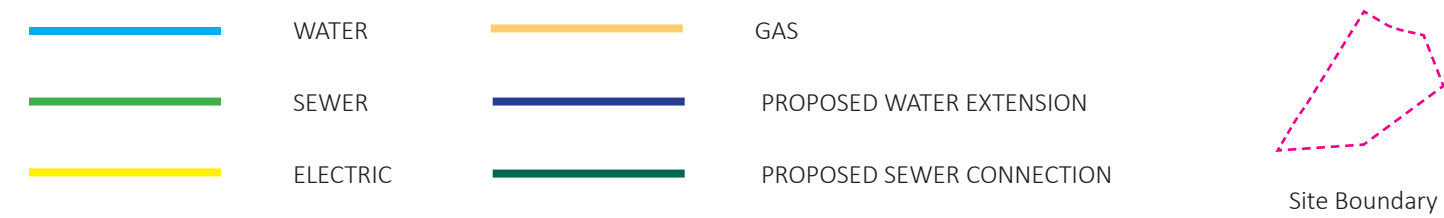
Site Boundary

The property has/will have access to the existing private road that wraps around the east side of the property and connects to the existing public rights-of-way of Lee Victory Parkway. Lee Victory Parkway is not on the Town of Smyrna's Major Thoroughfare Plan and is up to date as a four lane roadway without sidewalks or curb & gutter on either side of the road. No roadways involved with this development are slated for improvements at this time.



UTILITY MAP

Not To Scale

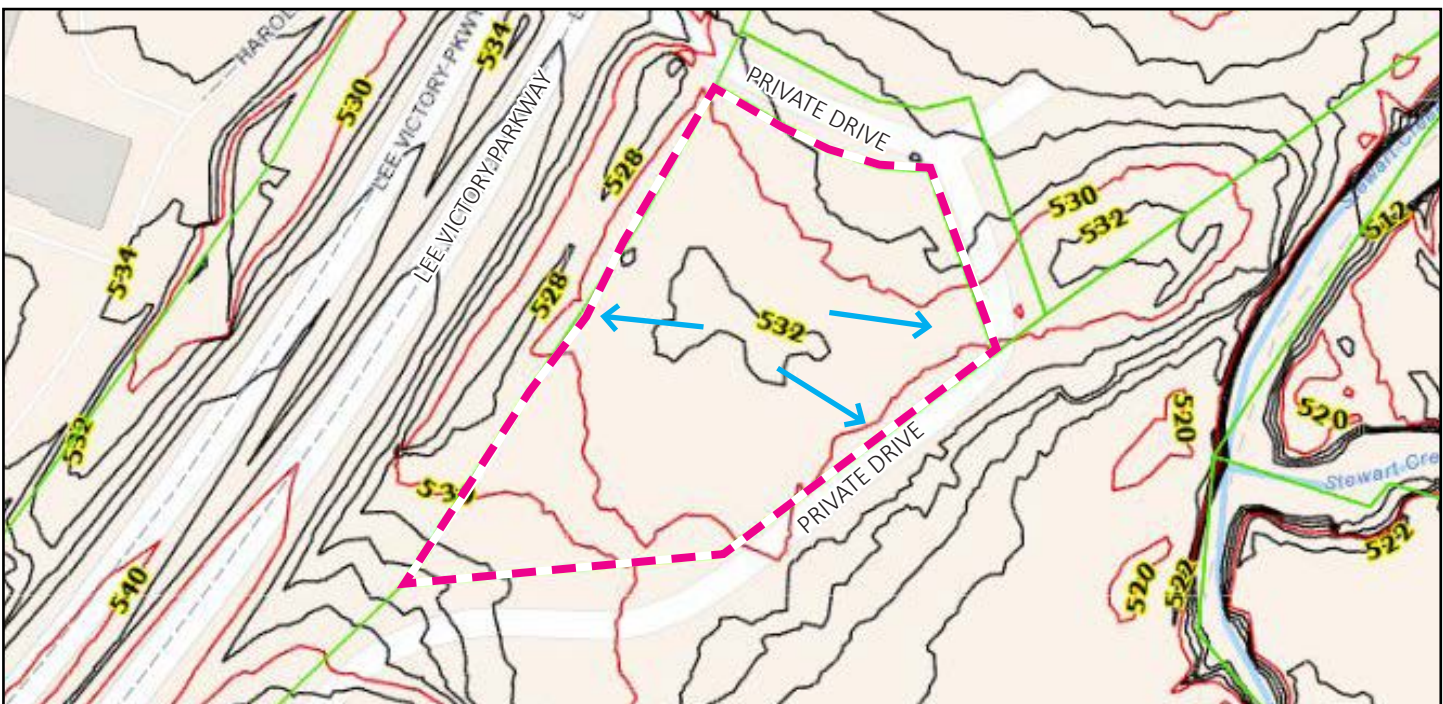


Water service will be provided by the Town of Smyrna. There is an existing 6” inch water line along Lee Victory Parkway within the Parkway Baptist Church property, located to the south of the site, for water service into the site. At this time, it is proposed to extend the waterline located in Grand Oak Drive located to the north along Lee Victory Parkway to the proposed PCD for water services. 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 the Town of Smyrna’s Utilities Department. Sanitary sewer service will be provided via extending a sewer line(s) from Parkway Baptist Church Parcel to the east. The developer will be responsible for extending the sewer line(s) into the site for sanitary sewer service.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from overhead lines along the Private Drive. 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



The topographic map above shows the site’s topographic high point generally at the middle of the parcel. From the central high point, the property drains towards the west and southeast. Stormwater that drains to the west flows towards Lee Victory Parkway where it is collected in a drainage easement, and stormwater that flows to the southeast flows through Parkway Baptist Church property before flowing into the Olive Branch.

This property is within a registered Floodway or Floodplain per FEMA Flood Panel 47149C0109K eff. 05/09/2023.

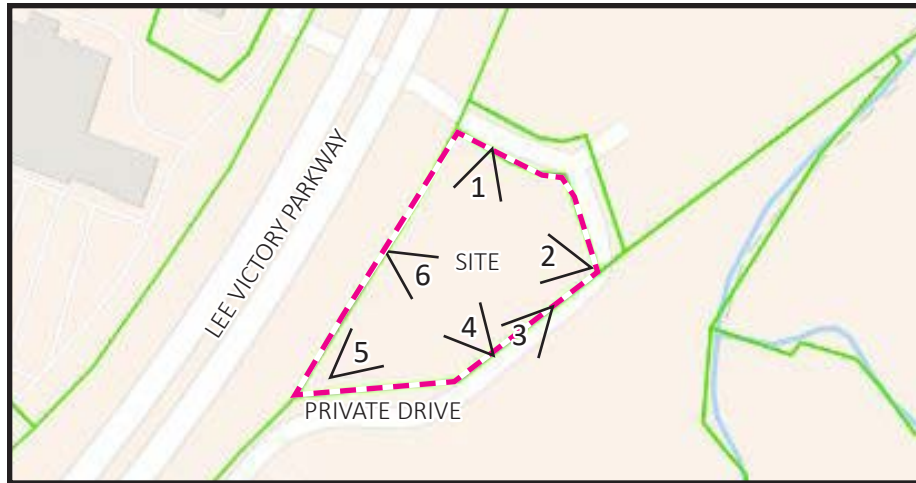
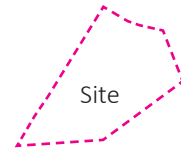


PHOTO DIRECTION MAP

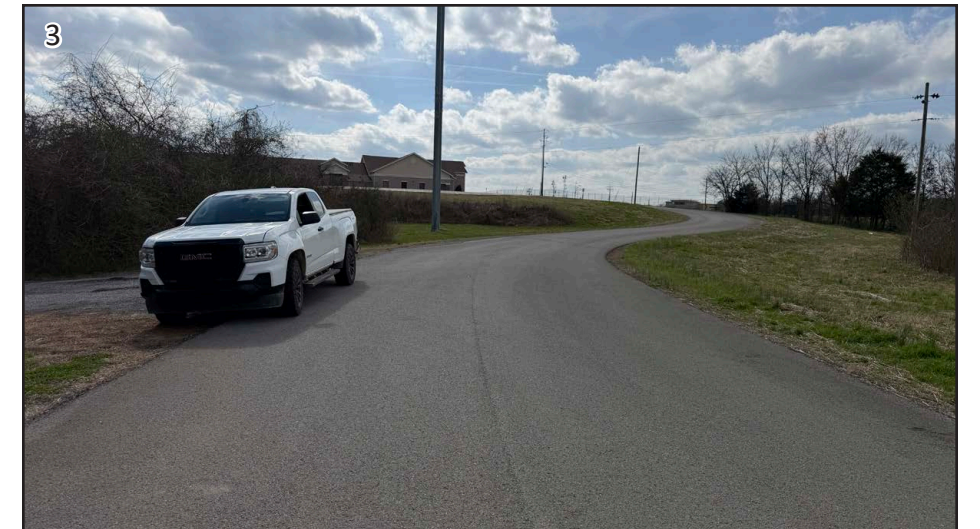
Not To Scale



View From Private Drive Looking South



View From Eastern Corner of Site Looking West



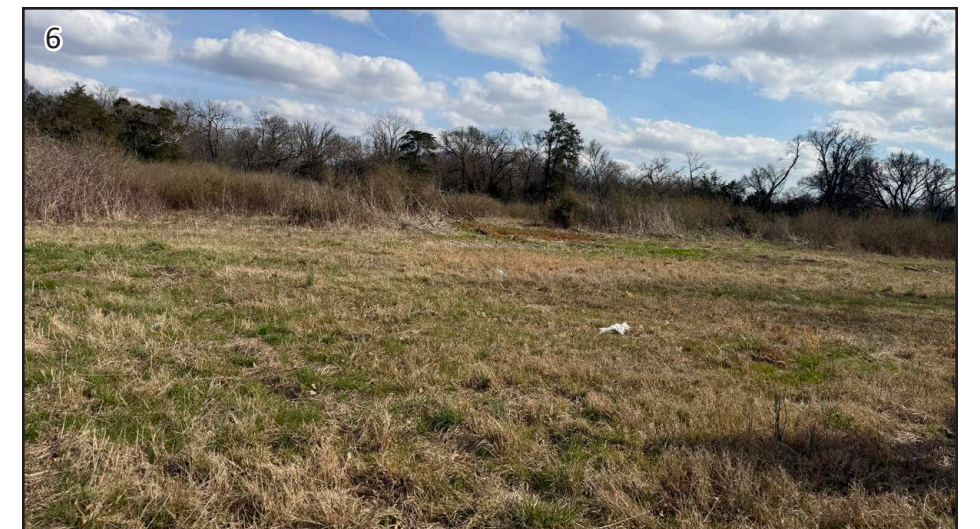
View From Eastern Property Line Looking Down Private Drive



View From Southeastern Property Line Looking Northwest



View From Southwestern Corner of Site Looking Northeast



View On-Site Looking Southeast

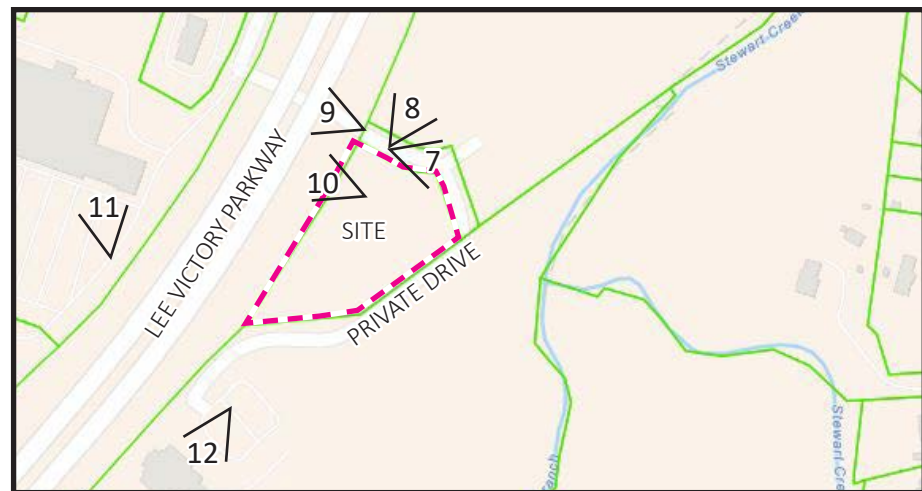


PHOTO DIRECTION MAP

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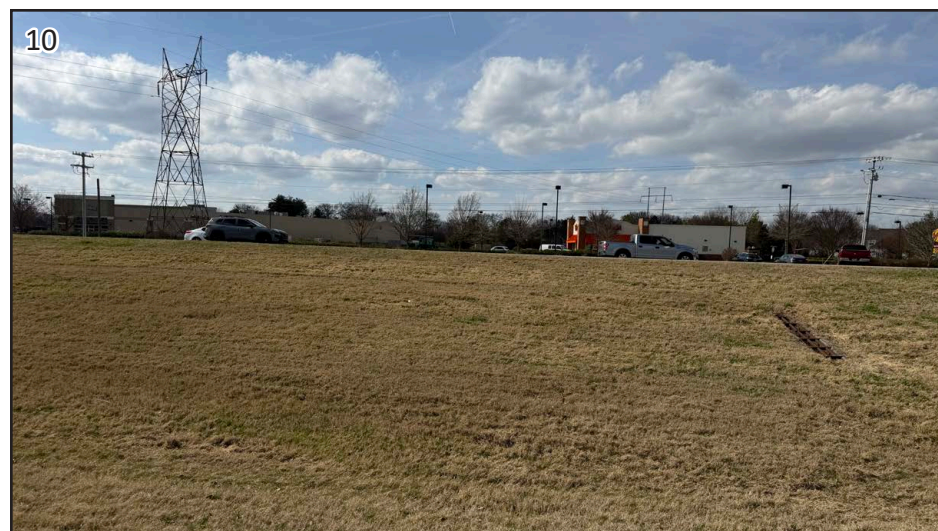
View From Private Drive Looking Southeast



View Adjacent Vacant Lot Looking Northeast



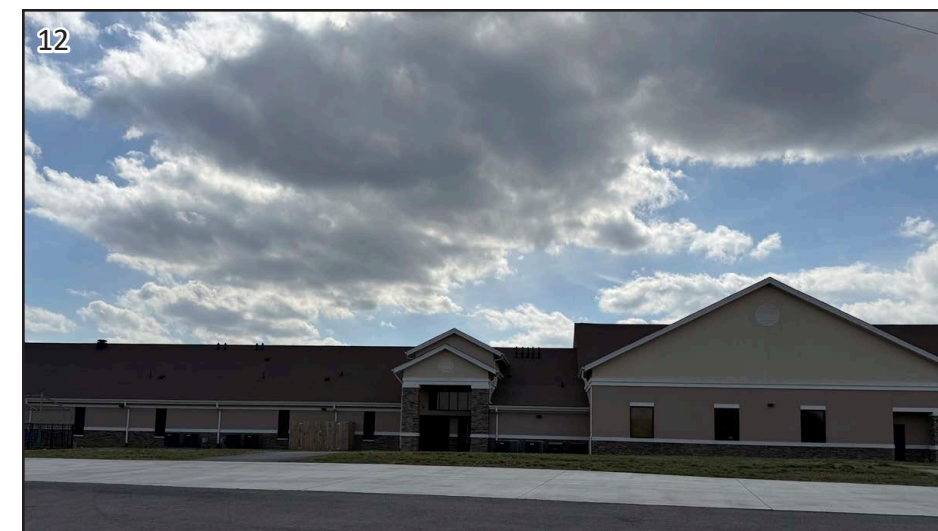
View From Private Drive Looking Onto Lee Victory Parkway



View From Western Property Line Looking Northwest



View of Commercial Properties Across Lee Victory Parkway



View of Adjacent Church Property Looking Southwest

Site Data:

Existing Zoning:	C-2
Proposed Zoning:	PCD
Total Land Area:	±2.21 Acres
Total Lot 1 Area:	±0.89 Acres
Total Lot 2 Area:	±1.32 Acres
Total Number of Lots:	2 Lots
Stormwater (Detention):	±0.13 Acres (5.8%)
Lot 1 Parking Requirements:	
Financial Services 1 sp/200 sf + 1 sp Per Employee	
Required Parking:	17 Spaces
Provided Parking:	17 Spaces + 3 Employee
Lot 2 Parking Requirements:	
Automotive Service & Repair 1 sp/450 sf	
Required Parking:	5 Spaces
Provided Parking:	9 Spaces
*Final parking calculations shall be determined at site plan level per finalized building square footage and employee counts.	

- Proposed Building
- Open Space
- Detention Pond
- Roadway
- Sidewalk

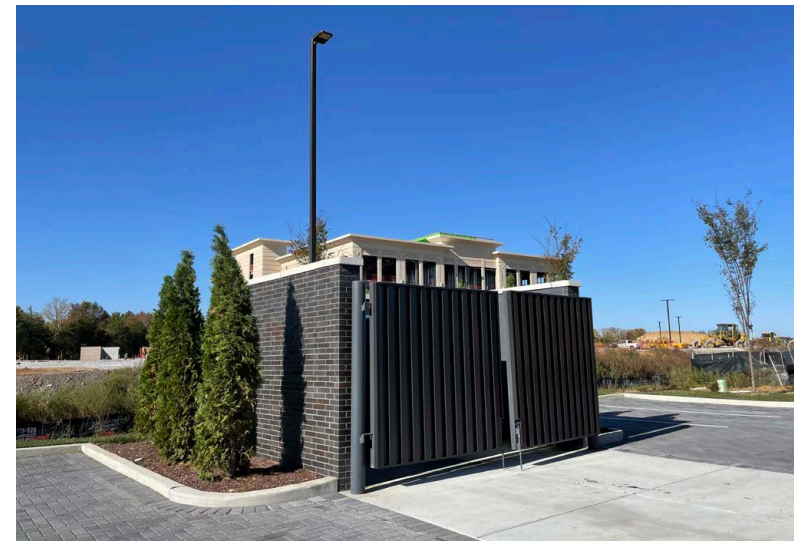


Allowable Uses:

The property is currently zoned General Commercial District (C-2) in the current zoning ordinance. The development will allow all land uses listed under the C-2 zoning as well as Automobile Service and Repair. Automobile Service and Repair is not currently allowed in C-2, but is allowed in Highway Service District (C-5) by Special Exception, or with approval through a PCD. Additional standards for this site have been outlined below and on the following pages. The proposed site will provide for adequate parking, circulation, solid waste management, stormwater management, and landscaping.

Development Standards:

- Building heights shall not exceed 40-feet in height.
- All parking will be located at minimum of 5 -feet from the R.O.W. along Lee Victory Parkway, and a minimum of 5-feet from the side and rear property lines.
- All parking areas to be screened from public right-of-way by landscaping.
- Any solid waste enclosures shall be constructed of materials consistent with building architecture, be at least 8-feet tall, with opaque gates, and shall be screened with landscaping. Solid waste collection service shall be provided by a private hauler.
- Solid waste enclosures shall be setback a minimum of 2-ft from any external property line and shall be screen with evergreen shrubs on 3 sides.
- This development will also have the option for a ‘shared dumpster’, as shown on the concept plan, for both lots 1 and 2. A shared dumpster shall require a minimum 2-ft setback from external property lines but does not have a setback from the shared lot line between lot 1 and lot 2.
- The building shall have a well defined architectural base by use of different materials, colors or change in pattern or a combination of these techniques.
- A minimum 3-ft wide landscaping bed shall be provided along the base of foundation along the sides and rear of the buildings. No landscaping shall be required within 5 feet of pedestrian or vehicular entrances into the buildings.
- Monument signage shall be placed along Lee Victory Parkway.
- Monument signage shall be built with materials consistent with the building architecture, and be accented with landscaping. Signage shall not exceed 7-ft in height.
- Building and monument signage shall follow the standards outlined in the Town of Smyrna sign ordinance.
- All mechanical equipment located on the ground (i.e. hvac and transformers) to be screened with landscaping or fencing.
- If mechanical equipment is located on the roof, then they shall be screened from view.
- All on-site utilities will be underground.
- On-site lighting will comply with Town of Smyrna standards to prevent light pollution and provide safety for patrons and employees.
- Parking will comply with the Town of Smyrna Zoning Ordinance.
- All parking will have curbing.



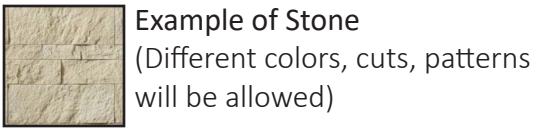
EXAMPLE OF TRASH ENCLOSURE



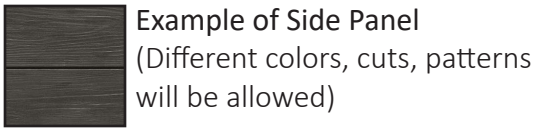
EXAMPLES OF ENTRANCE SIGNAGE

Commercial Architectural Characteristics [LOT 1]:

- Building heights shall not exceed 40 feet in height
- All buildings shall be one-story
- Buildings shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques.
- Main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/or change in building planes.
- Masonry materials (brick, stone, cast stone, synthetic stone) will be the primary building materials with metal panels and cementitious siding as secondary materials on all elevations.



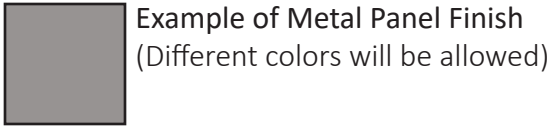
Example of Stone
(Different colors, cuts, patterns will be allowed)



Example of Side Panel
(Different colors, cuts, patterns will be allowed)



Example of Metal Panel
(Different colors, cuts, patterns will be allowed)



Example of Metal Panel Finish
(Different colors will be allowed)

Building Materials:

Front Elevations:	Masonry materials (i.e. Brick, Cast Stone, Synthetic Stone)
Side Elevations:	Masonry materials (i.e. Brick, Cast Stone, Synthetic Stone)
Rear Elevations:	Masonry materials (i.e. Brick, Cast Stone, Synthetic Stone)
All Elevations:	Metal Panels and Cementitious siding are permitted as secondary materials

Lot 2 Setbacks

Front Setback to Main Structure:	35-feet
Side Setback:	15-feet
Shared Lot Line Side Setback:	15-feet
Rear Setback:	20-feet



SOUTH/WEST ELEVATION



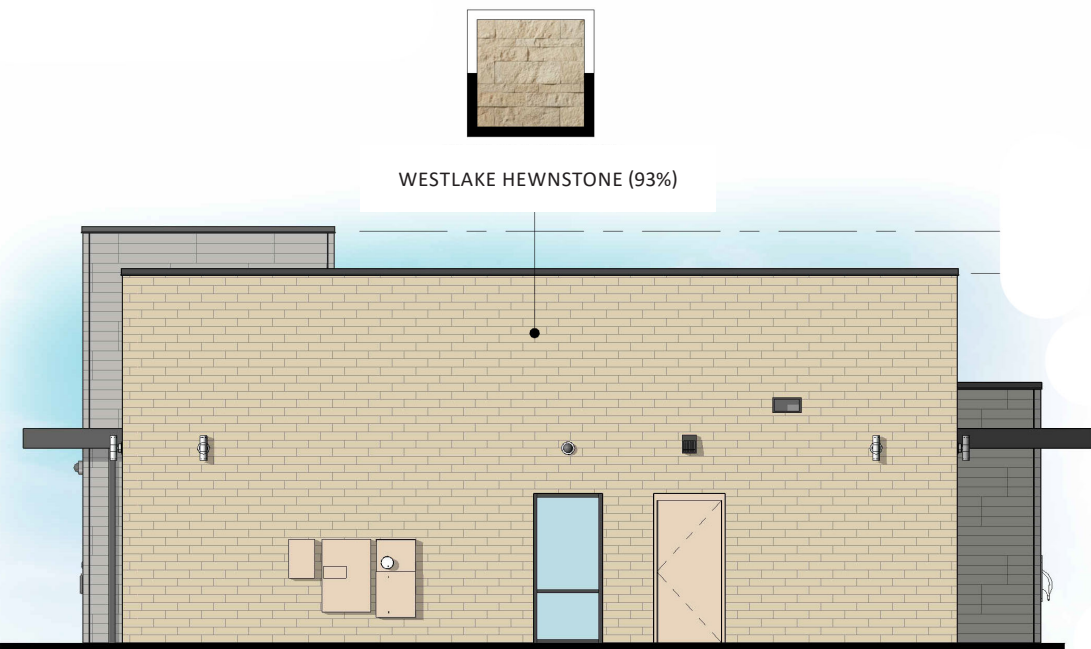
NORTH/EAST ELEVATION



WESTERN ELEVATION (FACING LEE VICTORY PARKWAY)



SOUTHWESTERN ELEVATION (FACING LOT 2)



EASTERN ELEVATION (FACING REAR OF PROPERTY)

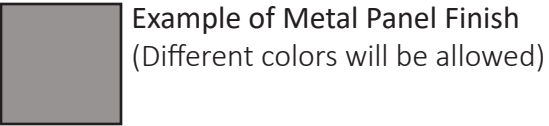
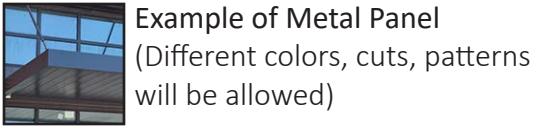
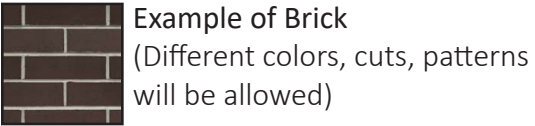
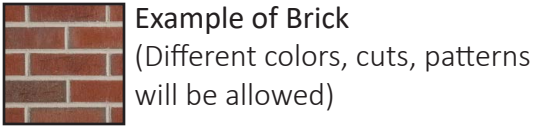


NORTHERN ELEVATION (PRIVATE DRIVE)

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.

Commercial Architectural Characteristics [LOT 2]:

- Building heights shall not exceed 40 feet in height
- All buildings shall be one-story
- Buildings shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques.
- Main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/or change in building planes.
- Masonry materials (brick, stone, cast stone, synthetic stone) will be the primary building materials with metal panels and cementitious siding as secondary materials on all elevations.



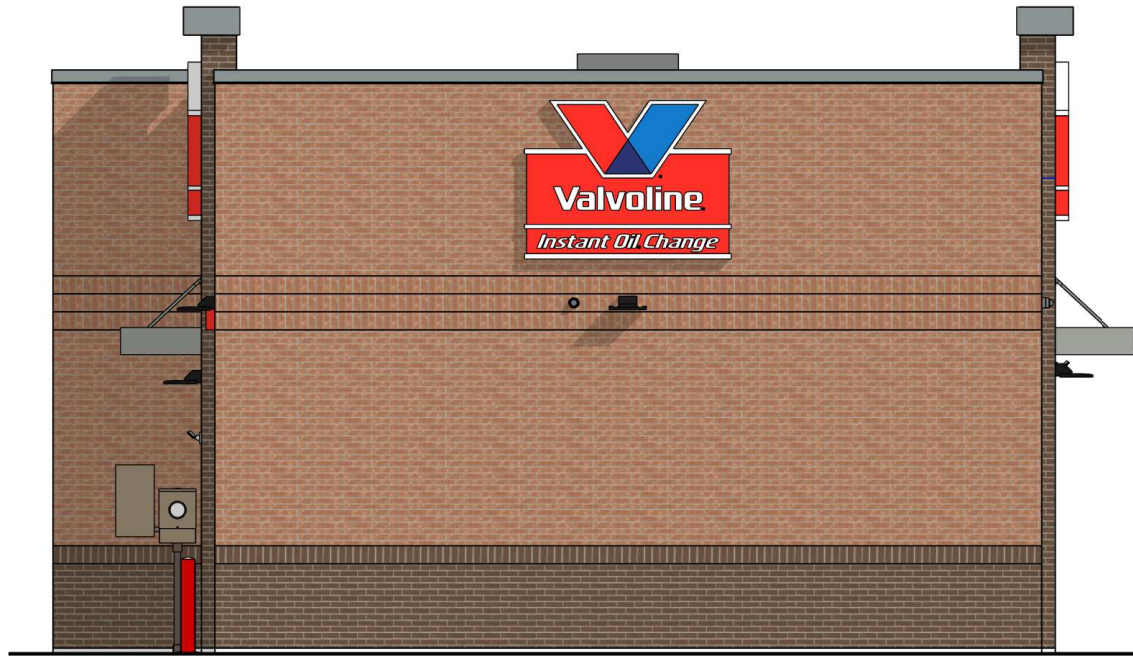
Building Materials:

Front Elevations:	Masonry materials (i.e. Brick, Cast Stone, Synthetic Stone)
Side Elevations:	Masonry materials (i.e. Brick, Cast Stone, Synthetic Stone)
Rear Elevations:	Masonry materials (i.e. Brick, Cast Stone, Synthetic Stone)
All Elevations:	Metal Panels and Cementitious siding are permitted as secondary materials

Lot 1 Setbacks

Front Setback to Main Structure:	35-feet
Side Setback:	15-feet
Shared Lot Line Side Setback:	15-feet
Rear Setback:	20-feet





EASTERN ELEVATION (FACING REAR OF PROPERTY)

FINISH MATERIAL	AREA (SF)	PERCENTAGE
BRICK #1	169.7	20.9%
BRICK #2	620.9	76.4%
MISC	22.4	2.8%
TOTAL	813	-



NORTHERN ELEVATION (FACING LOT 1)

FINISH MATERIAL	AREA (SF)	PERCENTAGE
BRICK #1	324.2	22.9%
BRICK #2	744.7	52.6%
GLAZING	306.7	21.7%
MISC	38.9	2.8%
TOTAL	1414.5	-



WESTERN ELEVATION (FACING LEE VICTORY PARKWAY)

FINISH MATERIAL	AREA (SF)	PERCENTAGE
BRICK #1	147.5	18.1%
BRICK #2	618.3	76.0%
HM DOORS	24.6	3.0%
MISC	22.6	2.8%
TOTAL	1414.5	-



SOUTHERN ELEVATION

FINISH MATERIAL	AREA (SF)	PERCENTAGE
BRICK #1	353.4	28.2%
BRICK #2	755.6	25.9%
GLAZING	264.7	45.4%
MISC	39.2	0.5%
TOTAL	1412.9	100.0%

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.

Pursuant to the Town of Smyrna Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. Lee Victory Parkway is a main thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 4 lane cross-section without curb and gutter & sidewalks on both sides of the roadway.

The primary means of ingress/egress for Lot 1 will be from a private drive located in the northwest corner of the development. This private drive then connects to Lee Victory Parkway. Per a signal warrant analysis, a signal will be installed at the intersection of Harold Lee Drive and Lee Victory Parkway.

Lot 2 will be accessed through a shared drive. An access easement will be recorded along the entrance drive in Lot 1, as shown in yellow in figure 14.1.

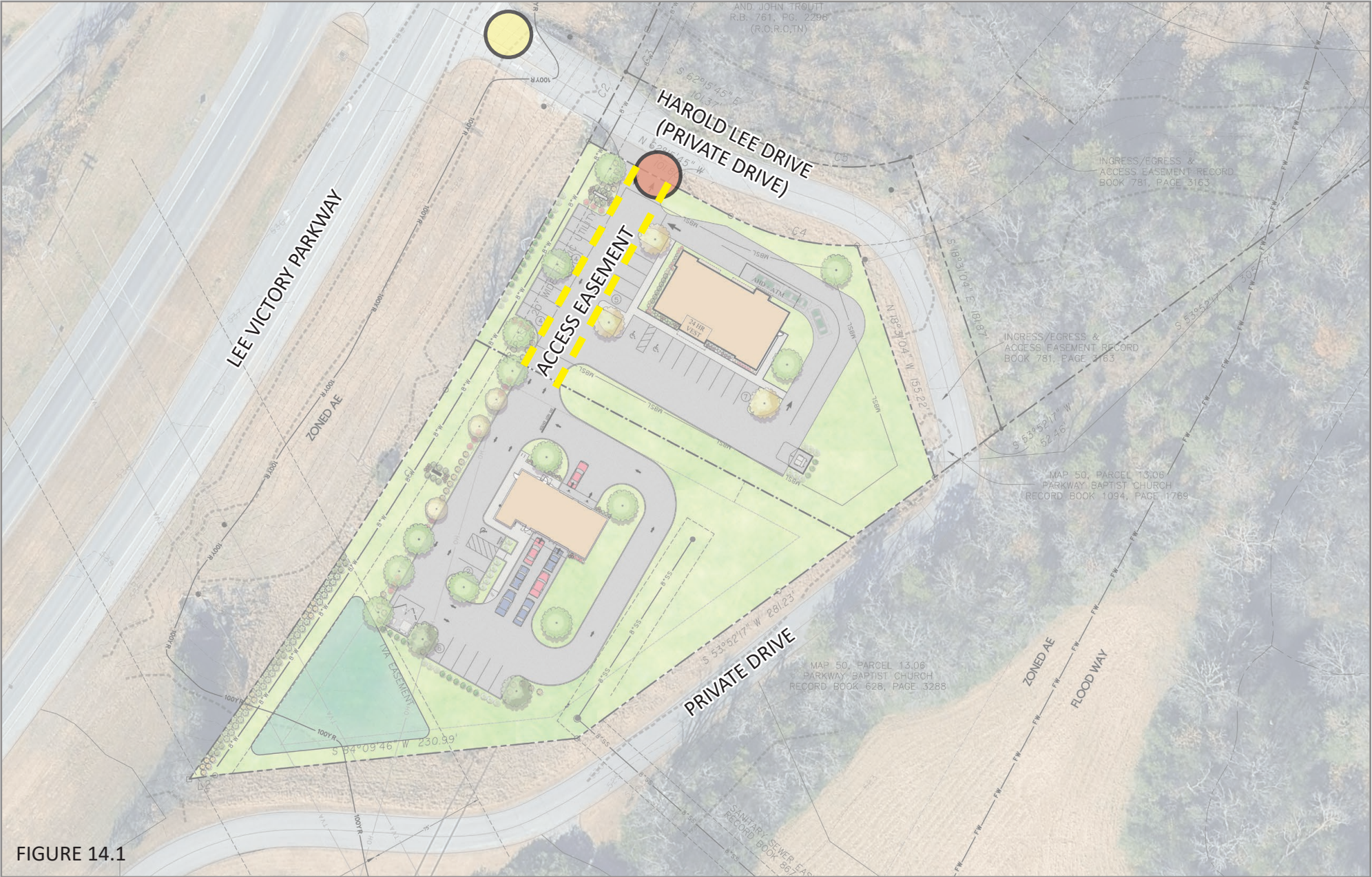
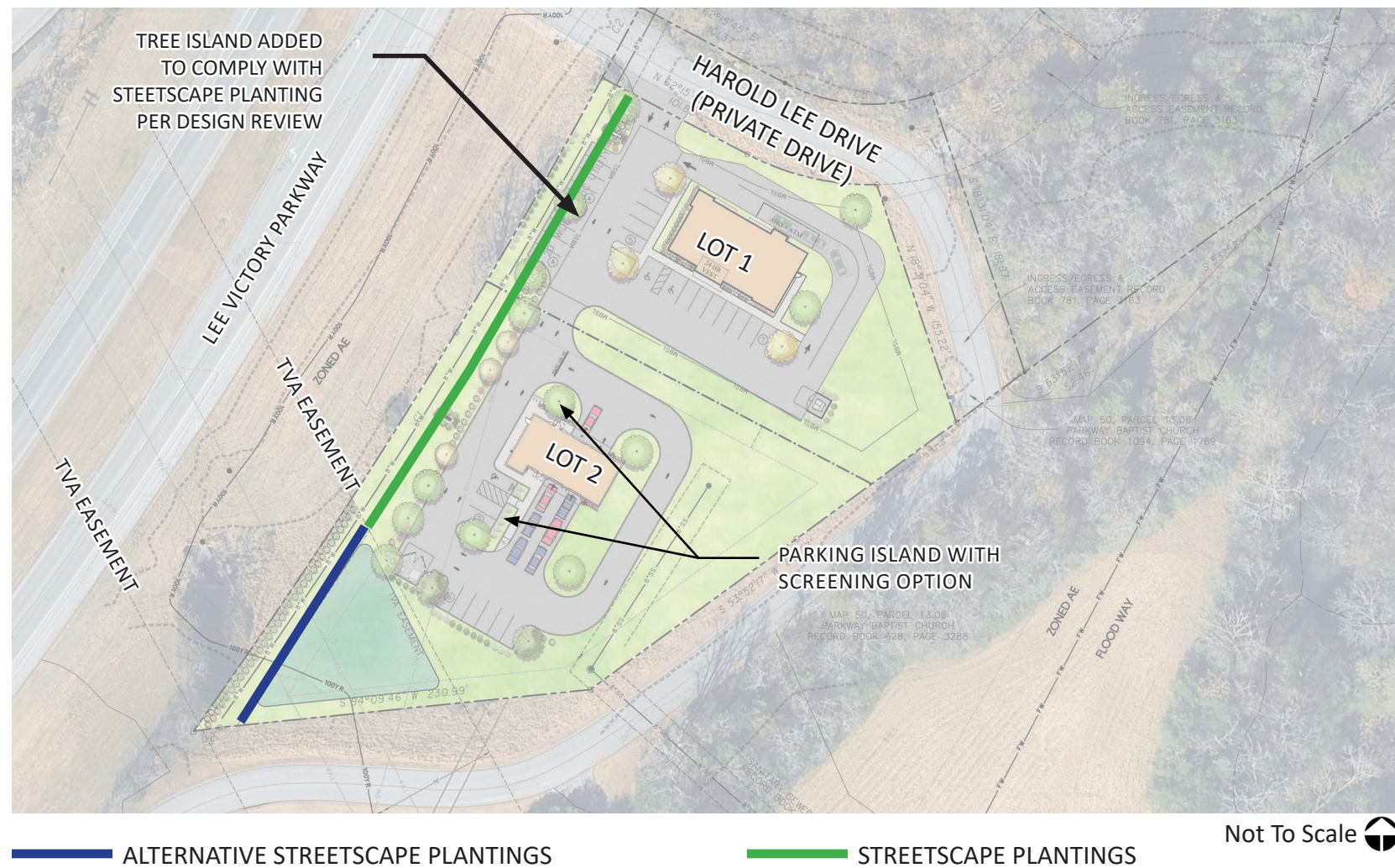


FIGURE 14.1

-  ENTRANCE
-  PRIVATE DRIVE CONNECTION TO LEE VICTORY PARKWAY



The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below.

Landscaping Characteristics:

- Public rights-of-way shall be screened from off-street parking lots by use of landscaping.
- The streetscape planting along Lee Victory Parkway, shown in green above, shall meet the standards within the Design Review. This PCD is requesting a deviation from the standard streetscape plantings to utilize a double layer of shrubs along the portions outlined in blue above. This request is due to the existing TVA easement.
- Low level screening shrubs shall be installed where parking headlights interfere with R.O.W to mitigate vehicular headlights.
- All above ground utilities and mechanical equipment screened with landscaping or fencing.
- A minimum 3-ft wide landscaping bed shall be provided along the base of foundation along the sides and rear of the buildings. No landscaping shall be required within 5 feet of pedestrian or vehicular entrances into the buildings.
- Any proposed roll-up doors shall be screened from the public ROW. The required screening shall have the option to use the adjacent parking islands for this requirement. The typical canopy trees required in the island shall be relocated else where on site within close proximity to the vehicular use are the island is located in.
- Landscaping plant material at time of planting shall be in conformance with the Town of Smyrna's landscaping ordinance.

SEC, Inc. – Rezoning Request from C-2 to PCD

Tax Map 50, part of Parcel 12.02, owned by B & T Land Partners and requested by SEC, Inc.

Bordered on the south and east by Parcel 13.00, owned by Parkway Baptist Church; on the north by Parcel 13.06, owned by Parkway Baptist Church; and on the west by the right-of-way of Lee Victory Parkway/SR 102.

Area requested to be rezoned contains approximately 2.21 acres.



**Town of Smyrna
Town Council Meeting
Agenda Summary**

**Agenda Item Number 7.a.2.
Department: Planning
Date: April 14, 2026**

Subject:

Consideration of an Ordinance amending the text of the Smyrna Municipal Zoning Ordinance Article IV Supplementary Provisions Applying to Specific Districts, Section 4.010.2.B regarding parking requirements for elementary and middle schools.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

This amendment was brought forward by staff after conversations with a charter school that is considering locating within the Town.

Summary:

This amendment is regarding amending the parking requirements for elementary and middle schools. The Town of Smyrna's parking requirements for elementary and middle schools are considerably higher than surrounding communities. I reviewed the information provided by the charter school, as well as conducted additional research. I have attached the memorandum that I prepared for the Planning Commission, which details the requirements of the various communities along with a list applying those requirements to a hypothetical elementary school and high school. Because of this review, I recommended to the Planning Commission that the requirements for elementary and middle schools be amended, but not high schools or vocational/trade schools. I also recommended cleaning up this section a bit to better reflect how schools are typically built with regards to grade levels. The proposed amendment is attached, with the language to be removed struck-through and the language to be added highlighted in yellow.

The Planning Commission reviewed this amendment and recommended approval 6 for, 0 against.

Recommended Council Action:

Staff recommends approval.

Attachments:

1. Ordinance #26-23
2. PC ZOA Memo Article IV School Parking Requirements April 2026
3. Proposed ZOA School Parking Requirements

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-23

AN ORDINANCE relative to the amendment of Town of Smyrna Municipal Zoning Ordinance to amend Article IV, Section 4.010.2.B regarding parking requirements for schools.

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(22), Town Council shall have the power to define, prohibit, abate, suppress, prevent and regulate all acts, practices, conduct, business, occupations, callings, trades, use of property and all other things whatsoever detrimental, or liable to be detrimental, to the health, morals, comfort, safety, convenience or welfare of the inhabitants of the municipality, and exercise general police powers; and

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(32), Town Council shall have the power to Plan for the orderly development of the community, including economic, physical, educational and cultural aspects, and to institute programs to effectuate such plans; and

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(35), Town Council shall have the power to exercise and have all other powers, functions, rights, privileges and immunities granted by general law or necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the town and its inhabitants, and all implied powers necessary to carry into execution all powers granted in the Charter of the Town of Smyrna, Tennessee; and

WHEREAS, the Planning Commission has recommended this amendment to the Town of Smyrna Zoning Ordinance based upon its review; and

WHEREAS, the amendment is in agreement with the general plan for the Town; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by the amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon any adjoining property owners and/or any such adverse effect is justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That the Town of Smyrna Municipal Zoning Ordinance to amend Article IV, Section 4.010.2.B regarding parking requirements for schools, be and hereby is amended as

specified in Exhibit “A” attached hereto and incorporated herein by reference as if set forth at length verbatim, the health and welfare of the Town of Smyrna requiring it.

Section 2. This ordinance shall take effect immediately upon its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the ____ day of _____, 2026.

PASSED on second reading by the Town Council the ____ day of _____, 2026.

TOWN OF SMYRNA, TENNESSEE

MARY ESTHER REED, Mayor

ATTEST:

AMBER HOBBS, Town Clerk

Memorandum

To: Smyrna Municipal Planning Commission
From: Planning Staff
Cc: Town Council
Date: 03/27/2026
RE: Amendment to the Zoning Ordinance: Article IV regarding amending parking requirements for schools

Attached is a proposed amendment to the Zoning Ordinance Article IV, Section 4.010.2.B. This amendment is regarding amending the parking requirements for elementary and middle schools. This issue was brought to staff's attention by a K-5 charter school that is considering locating within the Town. The Town of Smyrna's parking requirements for elementary schools are considerably higher than surrounding communities. I have reviewed the information that the charter school provided as well as conducted additional research, and I would recommend consideration of changing the parking requirements.

Below is a list showing the requirements from surrounding jurisdictions and how they compare to the Town:

Smyrna	Kindergarten: 1 per employee + 1 per 4 students Grades 1-7: 2 per classroom or 1 per 5 seats in the auditorium or 1 per 4 people, whichever is greater Grades 8-12: 4 per classroom or 1 per 5 seats in the auditorium or 1 per 2 people, whichever is greater
Nashville	Elementary and Middle Schools: 1 per employee + 10 visitor spaces High Schools: 1 per employee + 10 visitor spaces + 1 per 5 students
Brentwood	Elementary and Middle Schools: 1 per employee + 1 per classroom High Schools: 1 per employee + 1 per 3 students at maximum capacity

Murfreesboro	Kindergarten: 1 per 5 students Grades 1-9: 2 per classroom or 1 per 5 seats in the auditorium, whichever is greater Grades 10-12: 5 per classroom or 1 per 5 seats in the auditorium, whichever is greater
Lavergne	All schools: 2 per classroom
Lebanon	Kindergarten: 1 per 2 employees + 1 overflow (unpaved) per 8 people Grades 1-7: 1 per 2 classrooms or 1 per 10 seats in the auditorium or 1 of overflow parking (unpaved) per 8 people, whichever is least Grades 8-12: 4 per 2 classrooms or 1 per 10 seats in the auditorium or 1 of overflow parking per 8 people, whichever is least
Mt. Juliet	Kindergarten: 1 per employee + 1 per 4 students Grades 1-7: 2 per classroom or 1 per 5 seats in the auditorium or 1 per 8 people, whichever is greater Grades 8-12: 4 per classroom or 1 per 5 seats in the auditorium or 1 per 4 people, whichever is greater
Franklin	Variable - parking is determined based on a parking study utilizing various factors at site plan review

For a theoretical K-5 school with 20 classrooms, 450 students, 50 staff, and no auditorium, the requirements would be as follows:

Smyrna: 128 spaces
Nashville: 60 spaces
Brentwood: 70 spaces
Murfreesboro: 52 spaces
Lavergne: 40 spaces
Lebanon: 23 spaces
Mt. Juliet: 79 spaces
Franklin: Unknown

For a theoretical high school with 60 classrooms, 1,800 students, 200 staff, and a 1,000 seat auditorium, the requirements would be as follows:

Smyrna: 1,000 spaces
Nashville: 570 spaces
Brentwood: 800 spaces
Murfreesboro: 300 spaces
Lavergne: 120 spaces
Lebanon: 100 spaces
Mt. Juliet: 500 spaces
Franklin: Unknown

Stewarts Creek Elementary has 90 parking spaces for a larger school than what is anticipated for the charter school, and staff is not aware of any parking issues there. Stewarts Creek Middle has 236 parking spaces, and Stewarts Creek High School has 1,176 parking spaces including those near the football stadium, which is quite a distance from the school. I feel like the requirement the Town has for high school parking is a little high but probably in a good place. However, I do think that the elementary and middle school parking is high based on what has been built in our community. Because of this, I have prepared the attached Zoning Ordinance amendment changing the parking requirements for K-8 schools while also cleaning up this section to reflect grade levels that are typically built in our community. With the proposed change, the theoretical K-5 school from my example would be required to have 70 parking spaces, which is more in line with the surrounding communities and is more realistic as to the needed parking.

ARTICLE IV - SUPPLEMENTARY PROVISIONS APPLYING TO SPECIFIC DISTRICTS

4.010.2.B Educational Facilities

Current Ordinance:

Type of Educational Facility	Parking Standard
Kindergarten or Nursery	1 Space/Employee + 1 Space/4 Students
Elementary & Middle School, Grades 1-7	2 Spaces/Classroom -or- 1 Space/5 Seats in Auditorium -or- 1 Space/4 Students, Teachers and Employees (Whichever is Greater)
High School, Grades 8-12	4 Spaces/Classroom -or- 1 Space/5 Seats in Auditorium -or- 1 Space/2 Students, Teachers and Employees (Whichever is Greater)
Vocational or Trade Schools	4 Spaces/Classroom -or- 1 Space/5 Seats in Auditorium -or- 1 Space/2 Students, Teachers and Employees (Whichever is Greater)

Proposed Ordinance:

Type of Educational Facility	Parking Standard
Elementary & Middle School, Grades <u>K-8</u>	<u>3 Spaces/Classroom</u> <u>±</u> <u>10 Visitor Spaces</u>
High School, Grades <u>9-12</u>	4 Spaces/Classroom -or- 1 Space/5 Seats in Auditorium -or- 1 Space/2 Students, Teachers and Employees (Whichever is Greater)

Type of Educational Facility	Parking Standard
Vocational or Trade Schools	4 Spaces/Classroom -or- 1 Space/5 Seats in Auditorium -or- 1 Space/2 Students, Teachers and Employees (Whichever is Greater)



**Town of Smyrna
Town Council Meeting
Agenda Summary**

**Agenda Item Number 7.b.
Department: Administration
Date: April 14, 2026**

Subject:

Consideration of a Resolution revising the updated Town of Smyrna logo.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Last fall, the Town Council approved the Town of Smyrna logo that features a more square design. In 2026, the Town introduced the Town of Smyrna commemorative logo celebrating America's 250th. This design used a more flowing wordmark and introduced the color change in "my," which helped highlight the center of the town's name.

Summary:

The updated version builds on the recently approved logo by maintaining the same overall concept while incorporating elements from the commemorative design. The different color used in the "my" helps the name Smyrna stand out more clearly and makes the logo easier to recognize.

Recommended Council Action:

Staff recommends approval.

Attachments:

1. Resolution #26-10- Updated Logo
2. Proposed Revised Logo

**TOWN OF SMYRNA, TENNESSEE
RESOLUTION 26-**

A RESOLUTION to formally adopt a revision to the Town of Smyrna logo.

WHEREAS, T.C.A. §6-54-137 authorizes municipalities to use any Seal or logo that has been formally adopted by the municipality; and

WHEREAS, by way of Resolution #25-24, the Town resolved that it is in the best interest of the Town of Smyrna to adopt an official Town Logo; and

WHEREAS, this revision to the Town of Smyrna Logo design uses a more flowing wordmark and introduces the color change in “my,” which helps highlight the center of the town’s name; and

WHEREAS, the Town recognizes the Town Logo should be utilized only for designated purposes with proper authorization; and

WHEREAS, the Official Logo of the Town shall be the Town’s identifying symbol attached hereto as Exhibit “A”. This Logo represents the Town of Smyrna’s branding serving as a unified symbol of our heritage, progress, and identity. Each element in the design illustrates a part of our story: the locomotive reflects Smyrna’s historic tie to the railroad; the aircraft honors the town’s military legacy at Sewart Air Force Base; and the tire wheel represents Smyrna’s strength in automotive manufacturing. At the center, the three stars enclosed in a circle pay tribute to the Tennessee state flag, reinforcing our deep connection to the Volunteer State; and

WHEREAS, the Logo will serve as the Town Logo, a graphic identifier that distinguishes the Town from other entities; and

WHEREAS, the Logo may appear on, including, but not limited to: printed materials, general communications, letters, memos, and press releases, as well as staff email signatures. The Logo should appear on the Town’s website, social media platforms, and other community-facing materials such as flyers, brochures, posters, and newsletters. It is also appropriate for event programs, signage, presentations, and other items that represent the Town’s brand and identity. In addition, the Logo should be used on employee uniforms, promotional merchandise, PowerPoint presentations, internal reports, and informal policy documents; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Smyrna hereby formally adopts the proposed revision to the Town Logo by way of this resolution.

ADOPTED by the Town Council the _____ day of _____, 2026.

TOWN OF SMYRNA, TENNESSEE

MAYOR

ATTEST:

AMBER HOBBS, Town Clerk

Current Logo:



America 250th Commemorative Logo:



Proposed Revised Logo:





**Town of Smyrna
Town Council Meeting
Agenda Summary**

**Agenda Item Number 7.c.
Department: Utilities
Date: April 14, 2026**

Subject:

Consideration of an Ordinance relative to an update to the Sewer Use Ordinance.

Fiscal Impact:

There is no fiscal impact

Contract Type:

Contract Term (if applicable):

N/A

Background:

During the Pre-treatment Audit Inspection by TDEC at the WWTP, updates to the Sewer Use Ordinance were identified. All required changes are shown in red on the attached document.

Summary:

Updates required by TDEC to the Sewer Use Ordinance.

Recommended Council Action:

Staff recommends approval of the changes to the Sewer Use Ordinance.

Attachments:

1. Ordinance #26-22
2. SUO Updates

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 26-

AN ORDINANCE relative to the amendment of the Town of Smyrna Municipal Code, Title 18 “Water and Sewer” Chapter 2 “Sewer Use”, relative to updates identified and required by the Tennessee Department of Environment and Conservation (TDEC).

WHEREAS, it is the wish of the Town Council to amend, change, incorporate and adopt certain items identified and required by TDEC, and other policies for the various utilities of the Town of Smyrna; and

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(r), Town Council shall have the power to [a]cquire, purchase, provide for, construct, regulate and maintain and do all things relating to all marketplaces, public buildings, bridges, sewers and other structures, works and improvements inside and outside the municipality;

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(n), Town Council shall have the power to [p]rescribe reasonable regulations regarding the construction, maintenance, equipment, operation and service of public utilities and telecommunications systems;

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(ii), Town Council shall have the power to [e]xercise and have all other powers, functions, rights, privileges and immunities granted by general law or necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the town and its inhabitants, and all implied powers necessary to carry into execution all powers granted in the Charter of the Town of Smyrna, Tennessee; and

WHEREAS, it is in the health, welfare, and interest of the Town of Smyrna to adopt the same.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That Title 18 “Water and Sewers”, Chapter 2 “Sewer Use” of the Town of Smyrna Municipal Code, be and is hereby amended, and which amendment 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 as of the date of the 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 2: SEWER USE¹

§ 18-201 GENERAL PROVISIONS.

This chapter sets forth uniform requirements for users of the publicly owned treatment works of the town ("POTW") and enables the town to comply with all applicable state and federal laws, including, but not limited to, the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq., as amended; the general pretreatment regulations, C.F.R. Title 40, Part 403, as amended; and the state's Water Quality Control Act of 1977, T.C.A. §§ 69-3-101 et seq., as amended. This chapter shall apply to all users of the POTW. The objectives of this chapter are:

- (1) To prevent the introduction of pollutants into the POTW which will interfere with the operation of the POTW or contaminate the resulting sludge;
- (2) To prevent the introduction of pollutants into the POTW that will pass-through the POTW, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the operation of the POTW;
- (3) To improve the opportunity to recycle and reclaim wastewaters and sludges from the POTW; and
- (4) To provide for fees for the equitable distribution of costs attributable to the construction, operation, and maintenance of the POTW.

§ 18-202 ABBREVIATIONS.

The following abbreviations shall have the designated meanings:

BOD	Biochemical oxygen demand
C.F.R.	Code of Federal Regulations
COD	Chemical oxygen demand
EPA	U.S. Environmental Protection Agency
l	Liter
mg	Milligrams
mg/l	Milligrams per liter
NPDES	National pollutant discharge elimination system
O&M	Operation and maintenance
OSHA	Occupational Safety and Health Administration
POTW	Publicly owned treatment works
SWDA	Solid Waste Disposal Act
SS	Suspended solids
DWR	Tennessee Department of Environment and Conservation, Division of Water Resources

¹Cross reference(s)—Water and sewers, see Title 18, Chapter 1

Editor's note(s)—This chapter was modified in the 2017 update

§ 18-203 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACCIDENTAL DISCHARGE. Any release of wastewater which, for any unforeseen reason, fails to comply with any prohibition or limitation in this chapter.

ACT or THE ACT. The Federal Water Pollution Control Act, also known as the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq., as amended.

APPROVAL AUTHORITY. The Director of **DWR**, or the authorized representative of the Director.

AUTHORIZED REPRESENTATIVE OF AN INDUSTRIAL USER.

- (a) If the user is a corporation:
 - (i) The president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any person who performs similar policy or decision-making functions for the corporation; or
 - (ii) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to:
 - (A) Make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations;
 - (B) Initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations;
 - (C) Ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and
 - (D) Sign documents.
- (b) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
- (c) If the user is a federal, state, or local governmental agency: a director or highest official appointed or designated to oversee the operation and performance of the activities of the governmental facility, or their designee.
- (d) An individual described in divisions (a) through (c) above may designate a duly authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the town.

BEST MANAGEMENT PRACTICES (BMPs). Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the discharge prohibitions and limits listed in this chapter. **BMPs** also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. **BMPs** may provide alternative means of complying with certain established categorical pretreatment standards and effluent limits.

BIOCHEMICAL OXYGEN DEMAND (BOD). The quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedures in five days at 20°C (68°F) expressed in terms of weight and volume (milligrams per liter).

BLOWDOWN. The minimum discharge of recirculating water for the purpose of discharging materials contained in the water, the further buildup of which would cause concentration in amounts exceeding limits established by best engineering practice.

BUILDING SEWER or HOUSE CONNECTION. The connecting pipe from a building to the sanitary sewer.

COLOR. Considered to be the true color of the light transmitted by a waste solution after removing suspended material including pseudo colloidal particles.

COMPOSITE SAMPLE. A sample that is formed by mixing two or more discrete samples ("aliquots"). For flow-proportional **COMPOSITE SAMPLES**, each individual aliquot is collected after the passage of a defined volume of discharge. For time-proportional **COMPOSITE SAMPLES**, the aliquots are collected after the passage of a defined period of time.

CONSTITUENTS. The specific compounds and components which comprise the wastewater.

CONTROL AUTHORITY. The POTW.

COOLING WATER. The water discharged from any use of air conditioning, cooling, or refrigeration, or to which the only pollutant added is heat, that does not come into direct contact with any raw material, intermediate product, water product, or finished product.

DAILY MAXIMUM. The arithmetic average of all effluent samples for a pollutant (except pH) collected during a calendar day.

DAILY MAXIMUM LIMIT. The maximum allowable discharge limit of a pollutant during a calendar day. Where **DAILY MAXIMUM LIMITS** are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where **DAILY MAXIMUM LIMITS** are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

DIRECT DISCHARGE. The discharge of treated or untreated wastewater directly to the waters of the state.

DIRECTOR OF UTILITIES. The administrative officer of the town who is charged with administrative control of all operations of the POTW, as designated by the Town Council, and is responsible directly to the Town Council. As used herein, it may also include any town employee delegated to act for the town by the Town Manager or the Town Council.

DOMESTIC WASTEWATER. All liquid and waterborne pollutants, exclusive of unpolluted wastewater and wastewater or wastes from processes or operations of industrial users.

ENVIRONMENTAL PROTECTION AGENCY (EPA). The U.S. Environmental Protection Agency or, where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of EPA.

EXISTING SOURCE. Any source of a discharge that is not a new source.

GRAB SAMPLE. A sample that is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

HOLDING TANK WASTE. Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, vacuum-pump tank trucks, and septic tank haulers.

INDIRECT DISCHARGE or DISCHARGE. The introduction of pollutants into the POTW from any nondomestic source.

INDUSTRIAL USER. A source of non-domestic wastewater.

INDUSTRIAL WASTE. The liquid or other wastes resulting from any process of industry, manufacture, trade, or business, or from the development of natural resources.

INFILTRATION. The water entering sewers and building sewer connections from the soil through defective joints, broken or cracked pipe, improper connections, manhole walls, and the like. **INFILTRATION** does not include, and is distinguished from, inflow.

INFLOW. The water discharged into sewers from such sources as roof leaders, cellar and yard area drains, foundation drains, commercial and industrial discharges of unpolluted wastewater as defined below, drains from springs and swampy areas, and the like. It does not include and is distinguished from infiltration.

INSTANTANEOUS LIMIT. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

INTERFERENCE. A discharge which, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal, or exceeds the design capacity of the treatment works or the collection system.

LOCAL ADMINISTRATIVE OFFICER. The Director of Utilities or the Director of Utilities' designee. The **LOCAL ADMINISTRATIVE OFFICER** shall administer and enforce the town's pretreatment program, as set forth in this chapter, and the provisions of T.C.A. §§ 69-3-123 through 69-3-129.

LOCAL HEARING AUTHORITY. An administrative board consisting of the Town Manager, the Director of Public Works, and the Engineer of Record for the town.

NATIONAL CATEGORICAL PRETREATMENT STANDARD, CATEGORICAL PRETREATMENT STANDARDS, or CATEGORICAL STANDARD. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with § 307(b) and (c) of the Act (33 U.S.C. § 1317) that apply to a specific category of users and that appear in 40 C.F.R. Chapter I, Subchapter N, Parts 405-471.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT or NPDES PERMIT. A permit to discharge wastewater issued pursuant to § 402 of the Act and T.C.A. § 69-3-108.

NEW SOURCE.

- (a) Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the adoption of this chapter or the publication of proposed pretreatment standards under § 307(c) of the Act that will be applicable to such source if such pretreatment standards are thereafter promulgated in accordance with that section, provided that:
 - (i) The building, structure, facility, or installation is constructed at a site at which no other source is located;
 - (ii) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - (iii) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- (b) Construction on a site at which an existing source is located results in a modification rather than a **NEW SOURCE** if the construction does not create a new building, structure, facility, or installation meeting the criteria of divisions (a)(ii) or (a)(iii) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (c) Construction of a **NEW SOURCE** as defined under this division (c) has commenced if the owner or operator has:

-
- (i) Begun, or caused to begin, as part of a continuous onsite construction program:
 - (A) Any placement, assembly, or installation of facilities or equipment; or
 - (B) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of NEW SOURCE facilities or equipment; or
 - (ii) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this division (c)(ii).

PASS-THROUGH. A discharge that exits the POTW into waters of the state in quantities or concentrations that, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the town's NPDES permit, including an increase in the magnitude or duration of a violation.

PERSON. Any individual, firm, company, association, corporation, governmental agency, board, commission, or municipal corporation other than the town.

pH. The logarithm of the reciprocal of the concentration of hydrogen ions in moles per liter of solution. Stabilized **pH** is that determined after a sample of waste has been subjected to natural aeration.

POLLUTANT. Includes dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into water.

POLLUTION. The human-made or human-induced alteration of the chemical, physical, biological, and/or radiological integrity of water.

PRETREATMENT. The reduction of the amounts of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to discharging or otherwise introducing such pollutants into the POTW. The reduction or alteration can be obtained by physical, chemical, or biological processes, process changes or other means, except as prohibited by 40 C.F.R. § 403.6(d).

PRETREATMENT REQUIREMENT. Any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard, imposed on an industrial user.

PRETREATMENT STANDARDS. Prohibited discharge standards, categorical pretreatment standards, and local limits.

PRIVATE WASTEWATER DISPOSAL SYSTEM. Any facilities for wastewater treatment and disposal not maintained and operated by the town.

PROCESS WASTEWATER. Any water that, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product.

PROPERLY SHREDDED GARBAGE. The organic wastes resulting from the preparation, cooking, and dispensing of foods that have been shredded to such degree that all particles will be carried freely under flow conditions nominally prevailing in public sewers, with no particle being greater than one-half inch in any dimension.

PUBLIC SEWER. A sewer in which all owners of abutting properties shall have equal rights, and which is controlled by a governmental agency or public utility.

PUBLICLY OWNED TREATMENT WORKS (POTW). Any or all of the following: the collection/transmission system, treatment plant, and the reuse or disposal system, which is owned by the town. The **POTW** includes any

devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if they convey wastewater to the WWTP. The term also means the town. **POTW** means WWF, as used in the state's pretreatment regulations.

RECEIVING STREAM. The body of water, stream, or watercourse receiving the discharge from a wastewater treatment plant or that body of water, stream, or watercourse formed by the effluent from a wastewater treatment plant.

SANITARY SEWAGE or SANITARY WASTEWATER. Wastewater excluding process wastes from industrial users.

SANITARY SEWER. A public sewer controlled by a governmental agency or public utility that carries liquid and waterborne wastes from residences, commercial buildings, industrial plants, and institutions, together with minor quantities of ground and surface waters that are not admitted intentionally.

SEWER. A pipe or conduit for carrying wastewater.

SEWERAGE SYSTEM. All facilities for collecting, pumping, treating, and disposing of wastewater.

SHALL and MAY. Shall is mandatory; may is permissible.

SIGNIFICANT INDUSTRIAL USER.

- (a) All industrial users subject to categorical pretreatment standards under 40 C.F.R. Chapter I, Subchapter N, Parts 405-471; or
- (b) Any other industrial user who:
 - (i) Discharges an average of 25,000 gallons per day or more of process wastewater to the POTW;
 - (ii) Contributes process waste stream greater than 5% of the hydraulic flow or organic design capacity of the POTW; or
 - (iii) Is designated by the town, the POTW, the approval authority, or EPA to have significant impact, either singly or in combination with other contributing industries, on the POTW, the quality of sludge, the system's effluent quality, or air emissions generated by the POTW.

SLUG DISCHARGE. Any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or non-customary batch discharge, which has a reasonable potential to cause interference or pass-through, or in any other way violate the POTW's regulations, local limits, or permit conditions.

STANDARD INDUSTRIAL CLASSIFICATION (SIC). A classification of an industry based on its product or service pursuant to the *Standard Industrial Classification Manual*, 1972, Office of Management and Budget of the Federal Government, as amended.

STANDARD METHODS. The analytical procedures set forth in the latest edition of *Standard Methods for the Examination of Water and Wastewater*, published by the American Public Health Association, or EPA Methods for Chemical Analysis of Water and Wastes, as per 40 C.F.R. Part 136 and amendments thereto.

STATE. The State of Tennessee.

STORM SEWER. A sewer that carries storm and surface waters and drainage, but that excludes sanitary sewage and polluted industrial wastes.

STRENGTH. The concentration of pollutants or substances contained in a liquid waste.

SUSPENDED SOLIDS. The total solid matter that either floats on the surface of, or is suspended in, water or liquid waste and which is removable by laboratory filtration.

TOWN. The Town of Smyrna, Tennessee. Activities attributable to the **TOWN** shall be the responsibility of the Town Council or any town employee or contractor delegated to act for the town by the Town Council.

TOWN COUNCIL. The Town Council of the Town of Smyrna, Tennessee. As used herein, it may also include any town employee or contractor delegated to act on matters pertaining to operation of the POTW for the town by the Town Council.

UNPOLLUTED WASTEWATER.

- (a) Any wastewater which is substantially free of pollutants and is discharged from the following:
 - (i) Rain downspouts and drains;
 - (ii) Footing drains;
 - (iii) Storm and surface water drains; and
 - (iv) Cooling water systems.
- (b) **UNPOLLUTED WASTEWATER** shall contain, by definition, none of the following:
 - (i) BOD in excess of 10 mg/l;
 - (ii) Suspended solids in excess of 10 mg/l;
 - (iii) Free or emulsified greases or oils;
 - (iv) Acids or alkalides;
 - (v) Phenols or other substances imparting taste or odor to receiving waters;
 - (vi) Toxic or poisonous substances;
 - (vii) Noxious or odorous gases; or
 - (viii) Any wastewater with a temperature which exceeds 60°C (140°F) at its introduction into a storm sewer or which exceeds 40°C (104°F) at its introduction into a receiving stream.

USER. Any person who contributes, causes, or permits the contribution of wastewater into the POTW, including without limitation, industrial users.

WASTEWATER. Water-carried wastes that are contributed to the POTW from any source.

WASTEWATER TREATMENT PLANT (WWTP). The facilities of the town for treating and disposing of wastewater.

WATERCOURSE. A channel in which a flow of water occurs, either continuously or intermittently.

WATERS OF THE STATE. All bodies or accumulations of water, surface or underground, within the boundaries of the state.

§ 18-204 USE OF PUBLIC SEWERS REQUIRED.

- (1) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the town or in any area under the jurisdiction of the town, any human excrement, garbage, or objectionable waste.
- (2) It shall be unlawful for any person to discharge to any outlet other than a sanitary sewer, within the corporate limits of the town, any domestic or industrial wastes except where suitable treatment has been provided in accordance with subsequent provisions of this chapter and where an appropriate NPDES permit has been obtained from **DWR** pursuant to § 402 of the Act.
- (3) Where a storm sewer, as defined by § 18-203, is adjacent to a property, it shall be legal to discharge cooling water, as defined by § 18-203 and which meets the requirements of the definition of unpolluted wastewater in § 18-203, into said storm sewer in accordance with subsequent provisions of this chapter and where the

town determines that sufficient capacity exists in said storm sewer to carry the cooling water without exceeding the design storm drainage capacity of said storm sewer and where an appropriate NPDES permit has been obtained from **DWR** pursuant to § 402 of the Act.

- (4) The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the town and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the town that discharges to the POTW, who has installed suitable toilet and other facilities therein necessary for the discharge of domestic and industrial wastes, is hereby required at the owner(s) expense to connect such facilities directly with the proper public sanitary sewer in accordance with the requirements of the town, within 90 days after date of official notice to do so, provided that such public sanitary sewer abuts the property.
- (5) All new connections to the town POTW shall be made in accordance with the provisions of Chapter 1 of this Title.

Cross reference(s)—Penalty, see § 18-252

§ 18-205 PRIVATE WASTEWATER DISPOSAL.

- (1) Where a public sanitary sewer is not available under the provisions of § 18-204(4), such toilet and other facilities necessary for the discharge of domestic and industrial wastes shall be connected to a private wastewater disposal system complying with the requirements of the state, Rutherford County, and/or the town, and provisions of the most recently adopted building code of the town.
- (2) Before commencement of construction of a private wastewater disposal system, the owner(s) shall first obtain a written permit from the appropriate regulatory authority and furnish a copy thereof to the Director of Utilities. The copy of the permit shall be accompanied by such supplemental data as deemed necessary by the building official to maintain an accurate file of such private wastewater disposal systems to facilitate the planning of future public sewer service.
- (3) The type, capacity, location, and layout of a private wastewater disposal system, including methods of sludge disposal, shall comply with all requirements of the state and/or the town or other governmental body having jurisdiction.
- (4) At such time as a public sewer is constructed which abuts a property served by a private wastewater disposal system, a direct connection shall be made to the public sewer within 90 days in compliance with this chapter; and septic tanks, cesspools, and similar private wastewater disposal systems shall be cleaned of sludge and filled with suitable material at the owner's expense.
- (5) The owner(s) shall operate and maintain any private wastewater disposal systems in a sanitary manner at all times, at no expense to the town.
- (6) Under no circumstances shall holding tank waste and septic tank wastes originating outside the town be discharged into the town POTW. Holding tank waste and septic tank wastes from private systems within the town shall be discharged into the POTW only under the following conditions.
 - (a) No person owning vacuum-pump or septic tank trucks or other liquid waste transport trucks shall discharge directly or indirectly such wastewater into the POTW unless such person shall first have applied for and received a wastewater haulers discharge permit from the town. All applicants for wastewater haulers discharge permits shall complete such forms as required by the town, pay appropriate fees, and agree in writing to abide by the provisions of this section and any special conditions or regulations established by the town. The owners of such vehicles shall affix and display their permit number on the side of each vehicle used for such purposes. Such permits shall be valid for a maximum period of one year from date of issuance, provided that such permit shall be subject to revocation by the town for violation of any provision of this section or reasonable regulation

established by the town. Such permits shall be limited to the discharge of sanitary sewage containing no industrial waste. Pumpage from commercial grease traps is specifically prohibited from discharge into the POTW. The manager of the WWTP shall designate the locations and times where such trucks may be discharged, and may refuse to accept any truckload of waste at his or her absolute discretion where it appears that the waste could interfere with the effective operation of the POTW.

- (b) No person shall discharge any other holding tank waste including industrial process wastes into the POTW unless he or she shall have applied for and have been issued a permit by the town. Unless otherwise allowed under the terms and conditions of the permit, a separate permit must be secured for each separate discharge. The permit shall state the specific location of discharge, the time of day the discharge is to occur, the volume of the discharge, and shall limit the wastewater constituents and characteristics of the discharge. Such user shall pay any applicable charges or fees therefor, and shall comply with the conditions of the permit issued by the town.
- (c) No person shall operate a dumping station for the discharge of sanitary sewage from recreation vehicles into the POTW unless the user of the dumping station has first applied for and received a recreational vehicle dumping station permit from the town. All applicants for recreational vehicle dumping station permits shall complete such form as required by the town, pay appropriate fees, and agree in writing to abide by the provisions of this section and any special conditions or regulations established by the town. These permits shall be issued only for approved facilities designed to receive sanitary sewage.

Cross reference(s)—Penalty, see § 18-252

§ 18-206 FEDERAL AND STATE LAW.

Nothing contained in this chapter shall be construed to interfere with any additional requirements that may be imposed by federal or state agencies.

§ 18-207 SPECIAL AGREEMENTS.

Nothing contained in this chapter shall be construed as preventing the execution of a contract, special agreement, or arrangement between the town and any person whereby water or wastewaters of unusual strength, character, or quantity may be admitted into the POTW upon such terms and conditions as the town deems appropriate so long as the objectives of this chapter, limitations established by 40 C.F.R. Part 403, and NPDES permit requirements of the town and other state laws, regulations, and permits are not adversely affected.

§ 18-208 INDUSTRIAL DISCHARGE PERMITS REQUIRED.

- (1) No ~~significant~~ industrial user shall discharge wastewater into the POTW without first obtaining an industrial discharge permit.
- (2) The town may require other users to obtain industrial discharge permits as necessary to carry out the purposes of this chapter.
- (3) Any ~~significant~~ industrial user or user designated by the town under division (2) above must apply for a new or modified permit before making a significant change in the character or volume of its wastewater.
- (4) A significant change in the character or volume of wastewater shall be deemed to be proposed if substances, compounds, and elements not previously constituting any significant part of a user's wastewater are to be introduced into such waste or if the average concentration of any substance, compound, or element in the waste, or average volume proposed to be discharged will cause a violation of any of the user's permit limitations. In case of doubt as to whether an intended change constitutes a significant change, it shall be the

responsibility of the user intending to make such a change to make the necessary application or obtain a written ruling from the town that an application for a new or modified industrial discharge permit is not required.

- (5) Any user subject to a new national or state categorical pretreatment standard shall apply for a new industrial discharge permit within 180 days after the promulgation of the applicable national or state categorical pretreatment standard. Industrial discharge permits of users subject to such standards shall be issued or reissued in compliance with such standards within the time frames prescribed by such standards.
- (6) It shall be unlawful for any user that has been denied an industrial discharge permit to discharge industrial waste into the POTW.
- (7) The Town hereby has the authority to develop and enforce **Local Limits pursuant to Tennessee Rule 0400-40-14-.05(3)** and to implement the prohibitions listed in § 18-214 of this chapter. Such limits are subject to continued development and revision as necessary to prevent pollutants contributed by any user or users from resulting in interference or pass-through, and to ensure compliance with the town's NPDES permit or sludge use or disposal practices.
- (8) **A copy of the current Local Limits may be obtained by request from Town Hall.**

Cross reference(s)—Penalty, see § 18-252

§ 18-209 INDUSTRIAL DISCHARGE PERMIT APPLICATION.

A user required to obtain an industrial discharge permit must submit an application containing the following information:

- (1) Identifying information, including the name and address of the facility, the name of the operator and owners, contact information, and a description of activities, facilities, and plant production processes on the premises;
- (2) A list of any environmental control permits held by or for the facility, or that should be, or are anticipated to be, held by or for the facility;
- (3) A description of operations that includes:
 - (a) A brief description of the nature, average rate of production, standard industrial classification of the operation(s) carried out by the industrial user, and a schematic process diagram that indicates points of discharge to the POTW from the regulated processes;
 - (b) The time and duration of discharges;
 - (c) The location for monitoring all wastes to be covered by the permit; and
 - (d) Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams as necessary to allow use of the combined waste stream formula of Tennessee Rule **0400-40-14-.06(5)**.
- (4) The categorical pretreatment standards applicable to each regulated process and any new categorically regulated processes for existing sources;
- (5) The results of sampling and analysis identifying the nature and concentration and/or mass, where required by the standard or the town, of regulated pollutants in the discharge from each regulated process. Both daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations. In cases where the standard requires compliance with a best management practice or pollution prevention alternative, the user shall submit documentation as required by the town or the applicable standards to determine compliance with the

standard. Sampling and analysis shall be performed in accordance with the techniques prescribed in § 18-220;

- (6) Any other information as may be deemed necessary by the local administrative officer or his or her designee to evaluate the permit application;
- (7) A signed copy of the certification statement contained in § 18-251;
- (8) The Local Administrative Officer will evaluate the data furnished by the User and may require additional information. The Local Administrative Officer will determine whether to issue an individual wastewater discharge permit, and
- (9) The Local Administrative Officer may deny any application for an individual wastewater discharge permit. A user that has been denied an industrial discharge permit may challenge such denial under the procedures set forth in §§ 18-245 and 18-246.

§ 18-210 CONTENTS OF INDUSTRIAL DISCHARGE PERMIT.

An industrial discharge permit shall include such conditions as are deemed reasonably necessary by the local administrative officer to prevent pass-through or interference, protect the quality of the water body receiving the WWTP's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

- (1) Industrial discharge permits must contain:
 - (a) A statement that indicates the industrial discharge permit issuance date, expiration date, and effective date;
 - (b) A statement that the industrial discharge permit is nontransferable without prior notification to the town in accordance with § 18-213 and provisions for furnishing the new owner or operator with a copy of the existing industrial discharge permit;
 - (c) Effluent limits, including best management practices, based on applicable pretreatment standards;
 - (d) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements should include an identification of pollutants or best management practices to be monitored, sampling frequency, and sample type based on federal, state, and local law;
 - (e) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law; and
 - (f) Requirements to control slug discharge, if determined by the local administrative officer to be necessary.
- (2) Industrial discharge permits may contain, but need not be limited to:
 - (a) Limits on the average and/or maximum wastewater constituents, volume, and characteristics. The town may impose mass limitations on users that are using dilution to meet applicable pretreatment standards or requirements or in other cases where the imposition of mass limitations are appropriate;
 - (b) Limits on average and maximum rate of discharge, time of discharge, and/or requirements for flow regulations and equalization;
 - (c) Requirements for installation and maintenance of inspection and/or sampling facilities and equipment, including flow measurement devices;

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- (d) Requirements for submission of technical reports or discharge reports under § 18-222;
 - (e) Requirements for notification of the town of any new introduction of wastewater constituents or any significant changes in the character or volume of the wastewater constituents being introduced into the sewerage system; and
 - (f) Other conditions as deemed appropriate by the town to ensure compliance with the requirements and purposes of this chapter.
- (3) A user may challenge the contents of an industrial discharge permit under the procedures set forth in §§ 18-245 and 18-246.

§ 18-211 EXPIRATION OF INDUSTRIAL DISCHARGE PERMIT.

An industrial discharge permit shall be issued for a specified time period, not to exceed five years. The user shall apply for industrial discharge permit reissuance a minimum of 90 days prior to the expiration of the user's existing industrial discharge permit. The terms and conditions of the industrial discharge permit may be subject to modification by the town during the term of the industrial discharge permit based on modifications of the prohibited discharge standards identified in § 18-214 or as the town deems necessary. The user shall be informed of any proposed changes in its industrial discharge permit at least 30 days prior to the effective date of change. Any changes or new conditions in the modified or reissued industrial discharge permit may include a time schedule for compliance. A user may challenge the contents of a modified or reissued industrial discharge permit under the procedures set forth in §§ 18-245 and 18-246. While such challenge is pending before the local hearing authority, the previous industrial discharge permit shall remain in effect.

§ 18-212 REVOCATION OF PERMIT.

In accordance with the procedure set forth in § 18-238, the town may revoke any user's industrial discharge permit for good cause, including, without limitation, the following:

- (1) Failure to report the wastewater constituents and characteristics of its wastewater;
- (2) Failure to notify the local administrative officer of significant changes to the character or volume of its wastewater;
- (3) Failure to notify the local administrative officer of any change to the user's operations or systems that might cause a significant change in the character or volume of its wastewater;
- (4) Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring in accordance with provisions of § 18-227;
- (5) Violation of any other conditions or requirements in its industrial discharge permit;
- (6) Falsifying self-monitoring reports and certification statements;
- (7) Tampering with monitoring facilities;
- (8) Failure to pay any penalties, charges, or fees provided for under this chapter;
- (9) Failure to meet any compliance schedules;
- (10) Submission of an incomplete industrial discharge permit application;
- (11) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this chapter; or
- (12) Violation of any other provision of this chapter or any applicable state or federal regulation.

§ 18-213 INDUSTRIAL DISCHARGE PERMIT NOT TRANSFERABLE.

An industrial discharge permit is issued to a specified user for a specific operation. An industrial discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without prior submission of applicable revisions to the application for the existing industrial discharge permit and without the written approval of the town. Any succeeding owner or user shall also comply with the terms and conditions of the existing industrial discharge permit.

§ 18-214 PROHIBITED DISCHARGE STANDARDS.

- (1) No user shall contribute or cause to be contributed, any pollutant or wastewater into the POTW that causes pass-through or interference. These general prohibitions apply to all such users of the POTW whether or not the user is subject to national categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.
- (2) Specific Prohibitions. No user shall contribute, or cause to be contributed, any of the following pollutants, substances, or wastewater into the POTW:
 - (a) Any wastewater having a temperature that will inhibit biological activity in the WWTP or resulting in other interference with the treatment processes but, in no case, wastewater with a temperature which exceeds 60°C (140°F) at its introduction into the POTW or which exceeds 40°C (104°F) at its introduction into the WWTP;
 - (b) Any water or waste containing:
 - (i) More than 50 mg/l of fat, oil, or grease;
 - (ii) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass-through; or
 - (iii) Other substances that will solidify or become viscous at temperatures between 0°C (32°F) and 60°C (140°F).
 - (c) Wastewater from industrial users containing floatable oils, fat, or grease;
 - (d) Any garbage that has not been properly shredded so that no particles are any greater than one-half inch in any dimension;
 - (e) Any waste capable of causing abnormal corrosion, abnormal deterioration, damage to or creating a hazard to structures, equipment, or personnel of the sewerage system, or interfering with proper operation of the town's WWTP. All wastes discharged to the POTW must have a pH value in the range of six to ten standard units. Prohibited materials include, but are not limited to, concentrated acids or alkalides and high concentrations of compounds of sulfur, chlorine, and fluorine, and substances which may react with water to form strongly acidic or basic products;
 - (f) Any waters or wastes having a color which is not removable by existing wastewater treatment processes and which causes the WWTP effluent to exceed color requirements for discharge to the receiving stream;
 - (g) Any liquids, solids, or gases which by reason of their nature or quantity are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the system, including, but not limited to, waste streams with a closed cup flashpoint of less than 140°F or 60°C using the test methods specified in 40 C.F.R. § 261.21. At no time shall two successive readings (15 to 30 minutes between readings) on an explosion hazard meter at the point of discharge into the POTW be more than 5% nor any single reading over 10% of the

lower explosive limit (L.E.L.) of the meter. Prohibited materials covered single reading over 10% of the lower explosive limit (L.E.L.) of the meter. Prohibited materials covered by this section include, but are not limited to, gasoline, kerosene, naphtha, benzene, fuel oil, motor oil, mineral spirits, commercial solvents, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, and hydrides;

- (h) Any other solid or viscous substance in quantity or character capable of causing obstruction to flow in sewers or interference with proper operation of wastewater treatment facilities such as, but not limited to, eggshells from egg processors, ashes, cinders, ceramic wastes, sand, mud, straw, shavings, thread, glass, rags, metal, feathers, bones, tar, plastics, wood, paunch manure, insulation materials, fibers of any kind, stock or poultry feeds, processed grains, viscera or other fleshy particles from processing or packing plants, or lime or similar sludges;
- (i) Any noxious or malodorous solids, liquids, or gases, which, either singly or by interaction with other wastes, are capable of creating a public nuisance or hazard to life or are or may be sufficient to prevent entry into a sewer for its maintenance and repair;
- (j) Any substance which may cause WWTP effluent or any other product of the POTW, such as residue, sludge, or scum, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the system to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations developed by town, state, or federal authorities;
- (k) Any substance which will cause the POTW to violate its NPDES permit and/or the quality standards of the receiving stream;
- (l) Any water or wastes which, by interaction with other waters or wastes in the POTW, release noxious or malodorous gases, form suspended solids which interfere with the POTW, or create a condition deleterious to structures and treatment processes;
- (m) Any form of inflow, as defined by § 18-203, including storm drainage and uncontaminated thermal process water;
- (n) Infiltration, as defined by § 18-203, in excess of 200 gallons per inch of pipe diameter per mile of pipe per day;
- (o) Any unpolluted wastewater, as defined in § 18-203;
- (p) Any water or wastes that contain more than ten mg/l of hydrogen sulfide, sulfur dioxide, or nitrous oxide;
- (q) Any toxic or poisonous substance or any other materials in sufficient quantity to injure or interfere with the wastewater treatment processes, or to constitute a hazard to humans or animals, or to cause a violation of the water quality standards or effluent standards for the stream or watercourse receiving the effluent from the WWTP or to exceed limitations set forth in categorical pretreatment standards;
- (r) Any wastewater containing suspended solids of such character and quality that unusual provisions, attention, or expense is required to handle such materials at the WWTP;
- (s) Any wastewater containing quantities of radium or naturally occurring or artificially produced radioisotopes in excess of presently existing or subsequently accepted limits for drinking water as established by current drinking water regulations promulgated by EPA;
- (t) Any wastewater that causes the town to exceed any limits or criteria established by **DWR** for the town at any time;
- (u) Slug discharges, as defined in § 18-203;

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- (v) Any wastewater which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
 - (w) Any wastewater, including, but not limited to, wastewater containing oxygen demanding pollutants (BOD and the like), released in a discharge at a flow rate or pollutant concentration which will cause interference with the POTW; and/or
 - (x) Any trucked or hauled wastewater, except at discharge points designated by the POTW.
- (3) The admission into the POTW of any wastewater having a suspended solids content in excess of 500 mg/l on a 24-hour composite basis, or for any single sample having a suspended solids content greater than 1,500 mg/l will be subject to review by the town. Where necessary in the opinion of the town, the user shall provide and operate, at its own expense, such pretreatment as may be required to reduce the suspended solids content to meet the above requirements.
- (4) (a) The admission into the POTW of any wastewater in volumes, or with constituents such that existing dilution conditions in the sewers or at the WWTP would be affected to the detriment of the POTW, shall be subject to review and approval of the town.
- (b) Where necessary in the opinion of the town, pretreatment or equalizing units may be required to bring constituents or volumes of flow within the limits previously prescribed or to an otherwise acceptable level, and to hold or equalize flows such that no peak flow conditions may hamper the operation of any unit of the POTW. Said equalization or holding unit shall have a capacity suitable to serve its intended purpose and be equipped with acceptable outlet control facilities to provide flexibility in operation and accommodate changing conditions in the waste flow.
- (5) Dilution is prohibited as substitute for wastewater treatment, except where expressly authorized to do so by an applicable pretreatment standard or requirement. No industrial user shall ever increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a pretreatment standard or requirement. The town may impose mass limitations on industrial users whenever it deems appropriate.
- (6) Upon the promulgation of the national categorical pretreatment standards for a particular industrial subcategory, the categorical standards, if more stringent than limitations imposed under this chapter for sources in that subcategory, shall immediately supersede the limitations imposed under this chapter. All affected users shall notify the town of the applicable reporting requirements under 40 C.F.R. § 403.12.
- (7) State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those of this chapter.
- (8) The town reserves the right to establish additional regulations containing more stringent limitations or requirements on discharges to the POTW if deemed necessary.

Cross reference(s)—Penalty, see § 18-252

Editor's note(s)—Model GX-3 Meter as manufactured by Gas Tech, Inc., Mountain View, California, referenced to establish a standard of quality for a measuring device

§ 18-215 NATIONAL CATEGORICAL PRETREATMENT STANDARDS.

Where applicable, users must comply with the categorical pretreatment standards found at 40 C.F.R. Chapter I, Subchapter N, Parts 405-471.

§ 18-216 PRETREATMENT FACILITIES.

- (1) Industrial users shall provide wastewater treatment as necessary to comply with this chapter, any permit issued by the town to the industrial user, and all categorical pretreatment standards within the time limitations specified by EPA, the state, or the local administrative officer, whichever is more stringent. Any pretreatment facilities necessary for compliance shall be provided, operated, and maintained at the user's sole expense. Such sole responsibility shall not be affected nor shall any responsibility be assumed by the town, notwithstanding that the town may render any advice or assistance to any user.
- (2) Where pretreatment facilities are required under § 18-215, plans, specifications, and other pertinent data or information relating to such facilities shall first be submitted to the town for review and approval in accordance with this chapter. Satisfactory evidence must be included that the method of disposal of pretreatment sludge has the approval of the appropriate state and/or local solid waste program agency. Such approval shall not exempt the discharge or such facilities from compliance with any applicable code, ordinance, rule, regulation, or order of any governmental authority. Any subsequent alteration or addition to such pretreatment or flow control facilities shall not be made without due notice to and prior approval by the town.
- (3) Such pretreatment facilities shall be constructed, maintained in good working order, and properly operated as efficiently as possible by the user at his or her own cost and expense, subject to the requirements of this chapter and all other applicable codes, ordinances, and laws.
- (4) All food service establishments, including but not limited to restaurants, grocery stores, quick stop markets, schools, retirement/ nursing homes, mobile food units, and other facilities that cook and prepare food, are required to comply with the Town of Smyrna's Fats, Oils, and Grease Management Policy.

(Ord. 22-21, August 2022)

§ 18-217 ACCIDENTAL/SLUG DISCHARGE CONTROL PLANS.

- (1) Each **significant** industrial user, at its sole expense, shall develop, submit for approval, and implement an accidental/slug discharge control plan to ensure that all **significant** industrial users are protecting against accidental or slug discharges. An accidental/slug discharge control plan shall address, at a minimum, the following:
 - (a) A description of discharge practices, including non-routine batch discharges;
 - (b) A description of stored chemicals;
 - (c) Procedures for immediately notifying the local administrative officer (or the WWTP operator) of any accidental or slug discharge, as required by § 18-225(4); and
 - (d) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures and equipment for emergency response.
- (2) Review and approval of such plans and operating procedures do not relieve the **significant** industrial user from the responsibility to modify its facility as necessary to meet the requirements of this chapter.

§ 18-218 MEASUREMENT OF FLOW.

The volume or quantity of wastewater discharged by an industrial user into the POTW shall be measured by one or more of the following methods.

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- (1) If the volume of water used by any industrial user is substantially the same as the volume secured from the municipal waterworks system, then the volume of water purchased shall be considered to be the volume of waste discharged.
 - (2) If a substantial portion of the water secured by an industrial user from the municipal waterworks system is not returned to the POTW, the quantity of wastewater shall be determined as follows:
 - (a) By a meter (or meters) on the water supply line (or lines) to the industrial and/or process operations not discharging to the POTW;
 - (b) By a meter (or meters) on the waste line (or waste lines) that discharges into the POTW; or
 - (c) If meters as required under divisions (2)(a) or (2)(b) above are not installed, an estimate shall be made by the town for that proportion of water purchased which is used for industrial purposes and not returned to the POTW.
 - (3) If any industrial user now discharging or proposing to discharge wastewater into the POTW does not secure its entire water supply requirements from the municipal waterworks system, such user shall install and maintain a meter (or meters) on its waste line (or waste lines) that discharge into the POTW or shall install such additional meters on the private water supply as required to permit determination of the total quantity discharged to the POTW from both sources under procedures comparable to divisions (1) and (2) above.

§ 18-219 ALL SOURCES OF WATER DISCHARGE AND SUPPLY MUST BE IDENTIFIED.

All sources of water supply and all discharges of wastewater into the POTW must be identified in accordance with the provisions of § 18-218. Any omission shall be considered as an unauthorized use of the POTW.

§ 18-220 MONITORING FACILITIES.

- (1) Any industrial user shall provide, operate, and maintain, at the user's sole expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems. These monitoring facilities shall be as specified by the town. The monitoring facilities shall be situated on the user's premises.
- (2) There shall be ample room in or near such monitoring facilities to allow accurate sampling and preparation of samples for analysis. The facilities shall be maintained at all times in a safe and proper operating condition at the user's sole expense.
- (3) When deemed necessary by the town, continuous recording and/or sampling equipment shall be installed and maintained at the user's sole expense.
- (4) All sampling and monitoring facilities shall be provided in accordance with requirements of the town and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the town. Additional construction time may be granted where so dictated by equipment availability.
- (5) The town shall review monitoring facilities of present **significant** industrial users and may require additional monitoring facilities as required for compliance with divisions (1) through (3) above.
- (6) New sources shall provide monitoring facilities as specified by the town prior to plant start up.

§ 18-221 SAMPLING AND MONITORING REQUIREMENTS.

- (1) All pollutant analyses, including sampling techniques, to be submitted as part of an industrial discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 C.F.R. Part 136, and amendments thereto, or with any other test procedures approved by the EPA Administrator, unless otherwise specified in an applicable categorical pretreatment standard.
- (2) Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, and that is representative of conditions occurring during the reporting period.
- (3) Except as indicated in divisions (6) and (7) below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless the town specifically authorizes the user to use time-proportional composite sampling or grab sampling. Where time-proportional composite sampling or grab sampling is authorized by the town, the samples must be representative of the discharge and the decision to allow the alternative sampling must be documented in the industrial user file for that facility or facilities.
- (4) Multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows:
 - (a) For cyanide, total phenols, and sulfides, the samples may be composited in the laboratory or in the field; and
 - (b) For volatile organics and oil and grease, the samples may only be composited in the laboratory.
- (5) Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the local administrative officer, as appropriate. In addition, grab samples may be required to show compliance with any instantaneous limits.
- (6) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab sampling techniques.
- (7) For sampling required in support of baseline monitoring and 90-day compliance reports required in §§ 18-222(1) and 18-223, a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the local administrative officer may authorize a lower minimum. The local administrative officer shall specify the number of grab samples to be collected by the industrial user that are necessary to assess and assure compliance with applicable pretreatment standards and the reports required by § 18-223.

§ 18-222 BASELINE REPORTING.

- (1) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under Tennessee Rule 0400-40-14-.06(1)(d), whichever is later, existing categorical industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the local administrative officer a baseline report that contains the information in divisions (1)(a) through (1)(g) below. At least 90 days prior to commencement of their discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard, shall submit to the local administrative officer a baseline report that contains the information listed in divisions (1)(a) through (1)(e) below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

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- (a) Identifying information, including the name and address of the facility, and the name of the operator and owners.
 - (b) A list of any environmental control permits held by or for the facility, or that should be, or are anticipated to be, held by or for the facility.
 - (c) A description of operations that includes a brief description of the nature, average rate of production, standard industrial classification of the operation(s) carried out by the industrial user, and a schematic process diagram that indicates points of discharge to the POTW.
 - (d) Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from each of the following:
 - (i) Regulated process streams; and
 - (ii) Other streams as necessary to allow use of the combined waste stream formula of Tennessee Rule ~~0400-40-14-.06(5)~~. The town may allow for verifiable estimates of these flows where justified by cost or feasibility considerations.
 - (e) Measurement of pollutants, including the following:
 - (i) The pretreatment standards applicable to each regulated process;
 - (ii) The results of sampling and analysis identifying the nature and concentration and/or mass, where required by the standard or the town, of regulated pollutants in the discharge from each regulated process. Both daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations. In cases where the standard requires compliance with a best management practice or pollution prevention alternative, the user shall submit documentation to the local administrative officer as required by the town or the applicable standards to determine compliance with the standard;
 - (iii) A minimum of one representative sample to compile that data necessary to comply with the requirements of this division (1)(e);
 - (iv) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the user should measure the flows and concentrations necessary to allow use of the combined waste stream formula of Tennessee Rule ~~0400-40-14-.06(5)~~ in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with ~~0400-40-14-.06(5)~~, this adjusted limit along with supporting data shall be submitted to the local administrative officer;
 - (v) Sampling and analysis shall be performed in accordance with the techniques prescribed in § 18-220;
 - (vi) The town may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures; and
 - (vii) The baseline report shall indicate the time, date, and place of sampling, and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.
 - (f) A compliance certification statement, reviewed by an authorized representative of the user and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional

pretreatment is required for the industrial user to meet the pretreatment standards and requirements; and

- (g) A compliance schedule if additional pretreatment and/or O&M will be required to meet the pretreatment standards. This shall be the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.
- (2) The following conditions shall apply to the compliance schedule required by division (1)(g) above:
- (a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment facilities required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
 - (b) No increment referred to above shall exceed nine months;
 - (c) The user shall submit a progress report to the local administrative officer no later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
 - (d) In no event shall more than nine months elapse between such progress reports to the local administrative officer.

§ 18-223 REPORTS ON COMPLIANCE WITH CATEGORICAL PRETREATMENT STANDARDS.

Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source, following commencement of the introduction of wastewater into the POTW, any user subject to categorical pretreatment standards and requirements shall submit to the local administrative officer a report containing the information described in § 18-222(1)(d) through (1)(f). For users subject to categorical pretreatment standards and requirements expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance § 18-251 of this chapter. All sampling shall be done in accordance with the techniques prescribed in § 18-221.

§ 18-224 MONTHLY COMPLIANCE REPORTS.

- (1) All ~~significant~~ industrial users shall submit monthly compliance reports indicating the nature and concentration of pollutants in the discharge that are subject to pretreatment standards, and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a best management practice or pollution prevention alternative, the user must submit documentation to determine the compliance status of the user. These monthly compliance reports shall be submitted using copies of monitoring forms available from the town or approved by the local administrative officer. Monthly compliance reports shall be received by the town on or before the fifteenth day of the month following the reporting period. All monthly compliance reports shall be signed and certified in accordance with § 18-251 of this chapter.
- (2) Monthly compliance reports may be submitted by email, provided, however, that the user shall also submit a hard copy of the monthly compliance report by U.S. mail on the same day as the email submittal. If the user relies on its email submittal to comply with deadline established in division (1) above, the postmark of the contemporaneous hard copy submittal shall be the exclusive method for establishing the submittal date.

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- (3) If ~~an-significant~~ industrial user monitors any regulated pollutant at the appropriate sampling location more frequently than required by the town, using the procedures prescribed in § 18-221, the results of this monitoring shall be included in the report.

§ 18-225 REPORTS OF POTENTIAL PROBLEMS.

- (1) If sampling performed by an industrial user indicates a violation, the user must notify the local administrative officer within 24 hours of becoming aware of the violation. The industrial user shall also repeat sampling and analysis and submit the results of the repeat analysis to the local administrative officer within 30 days after becoming aware of the violation. Re-sampling by the industrial user is not required if the town performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the town receives the results of this repeat sampling, or if the town has performed the sampling and analysis in lieu of the industrial user.
- (2) Each industrial user must notify the local administrative officer of any change to the user's operations or system that might cause a significant change in the character or volume of its wastewater at least three months before the change.
- (3) ~~Significant~~ industrial users are required to notify the local administrative officer immediately of any changes at its facility affecting the potential for a slug discharge.
- (4) All industrial users shall notify the POTW immediately of all discharges that could cause problems to the POTW, including all slug discharges.
- (5) Emergency notification procedures, including the contact information for the local administrative officer or his or her designee, shall be posted in a prominent place in each industrial user's facility so that all employees shall be advised of the procedures to be followed in the event of a violation, change, or discharge described in this section.

§ 18-226 HAZARDOUS WASTE NOTIFICATION.

All industrial users shall notify the town, the EPA Regional Waste Management Division Director, and state hazardous waste authorities in writing of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under Tenn. Comp. R. & Regs. ~~0400-12-01-.01~~.

- (1) Such notification must include the name of the hazardous waste as set forth in Tenn. Comp. R. & Regs. ~~0400-12-01-.01~~, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the industrial user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following 12 months. All notifications must take place within 180 days of the effective date of this division (1) or no later than 180 days after the first discharge of the listed or characteristic hazardous waste, whichever is greater. Any notification under this division (1) need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted within 90 days of such change. The notification requirement in this rule does not apply to pollutants already reported under the self-monitoring requirements of §§ 18-222 and 18-223.
- (2) Industrial users are exempt from the requirements of division (1) above during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in Tenn. Comp. R. & Regs. ~~0400-12-01-.02(4)(a) and (4)(d)~~. Discharge of

more than 15 kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in Tenn. Comp. R. & Regs. 0400-12-01-.02(4)(a) and (4)(d), requires a one-time notification. Subsequent months during which the industrial user discharges more than such quantities of any hazardous waste do not require additional notification.

- (3) In the case of any new regulations under § 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the industrial user must notify the town, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.
- (4) In the case of any notification made under this division (4), the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

§ 18-227 INSPECTION.

Industrial users shall be subject to periodic inspections. Such inspections shall be made annually or more frequently, as deemed necessary by the town or as indicated in the user's industrial discharge permit, where applicable. The purpose of the inspection shall be to determine the character and strength of the users' wastewater to ascertain whether the purposes of this chapter are being met, all standards and requirements are being complied with, and to calculate user charges.

§ 18-228 AUTHORITY FOR INSPECTION.

- (1) The local administrative officer and other duly authorized employees and contractors of the town, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, flow measurement, sampling, and testing of industrial wastes and other pollutants, in accordance with this chapter, at the expense of the wastewater discharger.
- (2) (a) The local administrative officer and other duly authorized employees and contractors of the town are authorized to obtain information concerning industrial processes that have a direct bearing on the kinds and sources of discharges to the POTW. ~~Any information submitted to the town pursuant to this chapter may be claimed as confidential by the submitter. Any such claim must be asserted at the time of submission by stamping the words "confidential business information" on each page containing such information.~~
 - (b) ~~Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, individual wastewater discharge permits, and monitoring programs, and from local administrative officer's inspection and sampling activities, shall be available to the public without restriction, unless the User specifically requests, and is able to demonstrate to the satisfaction of local administrative officer, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data.~~
 - (c) If no claim is made at the time of submission, the town may make the information available to the public without further notice. If a confidentiality claim is asserted, the information will be treated in accordance with the procedures in 40 C.F.R. Part 2 (Public Information). Notwithstanding the foregoing, ~~any information and data provided to the town that is effluent data wastewater constituents and characteristics and other effluent data, as defined at 40 CFR 2.302 shall not be recognized as confidential information and~~ shall be available to the public without restriction, and all other information which is submitted to the town shall be available to the public to the extent provided by T.C.A. §§ 10-7-501 et seq.

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- (d) When requested and demonstrated by the User furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report.
- (3) Persons or occupants of premises where wastewater is created or discharged shall allow the local administrative officer and other duly authorized employees and contractors of the town ready access at all reasonable times to all points on the premises in any way related to the generation, storage, transmission, discharge, or documentation of pollutants or wastewater for the purposes of inspection, sampling, records examination, or in the performance of any of their duties.
- (4) The local administrative officer and other duly authorized employees and contractors of the town shall have the right to set up at any location on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring, and/or metering operations.
- (5) Where a user has security measures in force that would require proper identification and clearance before entry upon the premises, the user shall make necessary arrangements with the security guards so that, upon presentation of suitable identification, the local administrative officer and other duly authorized employees and contractors of the town will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.
- (6) While performing the necessary work on private properties referred to in division (1) above, the local administrative officer and other duly authorized employees and contractors of the town shall observe all safety rules applicable to the premises established by the user; the user shall be held harmless for injury or death to town employees or contractors; and the town shall indemnify the company against loss or damage to its property by town employees and against liability claims and demands for personal injury or property damage asserted against the user and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the user to maintain safe conditions as required by § 18-220(2).

§ 18-229 RECORD-KEEPING.

Users subject to the reporting requirements of this chapter shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this chapter, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with best management practices. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; the person who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least five years. This period shall be automatically extended for the duration of any litigation concerning the user or the town, or where the user has been specifically notified of a longer retention period by the town.

§ 18-230 PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE.

The town shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the users that, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall be applicable to all significant industrial users (or any other industrial user that violates divisions (3), (4), or (7) below) and shall mean:

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- (1) Chronic violations of wastewater discharge limits, defined here as those in which 66% or more of all the measurements taken for the same pollutant parameter taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including any instantaneous limits;
 - (2) Technical review criteria (TRC) violations, defined here as those in which 33% or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement, including any instantaneous limits, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH), TRC calculations for pH are not required;
 - (3) Any other violation of a pretreatment standard or requirement (daily maximum of longer-term average, instantaneous limit, or narrative standard) that the town determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of POTW personnel or the general public);
 - (4) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the town's exercise of its emergency authority to halt or prevent such a discharge;
 - (5) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in an industrial discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
 - (6) Failure to provide, within 45 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
 - (7) Failure to accurately report noncompliance; or
 - (8) Any other violation(s), which may include a violation of best management practices, which the town determines will adversely affect the operation or implementation of the town's pretreatment program.

§ 18-231 PROTECTION OF EQUIPMENT.

No person shall maliciously, willfully, or negligently break, damage, destroy, deface, tamper with, or remove any equipment or materials which are a part of the POTW or any equipment or materials used by the town for the purpose of making waste examinations and waste flow measurements and left upon the premises of a user. Only persons authorized by the town will be allowed to uncover, adjust, maintain, and remove such equipment and materials.

§ 18-232 ENFORCEMENT RESPONSE PLAN.

The town shall maintain an enforcement response plan, as modified from time to time, that shall govern the town's enforcement of this chapter.

§ 18-233 NOTICE OF VIOLATION.

Whenever the town has reason to believe that a user has violated, is violating, or is about to violate any provision(s) of this chapter, an industrial discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the local administrative officer may cause a notice of violation to be served upon the alleged violator or violators. The notice of violation shall specify the provision(s) of this chapter, industrial discharge permit, order, or pretreatment standard or requirement alleged to be violated, or about to be violated, and the facts alleged to constitute a violation thereof and shall inform the violators of the opportunity for a hearing before the local hearing authority pursuant to §§ 18-245 and 18-246.

§ 18-234 CORRECTIVE ACTION PLAN.

Within ten days of the receipt of a notice of violation, the user shall submit to the local administrative officer a written explanation of the violation and a plan for the satisfactory correction and/or prevention thereof, including specific required actions. Such a plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation, nor does it preclude the local administrative officer from issuing a separate compliance order pursuant to § 18-236.

§ 18-235 EMERGENCY AUTHORITY.

- (1) Whenever the local administrative officer finds that an emergency exists requiring immediate action to protect the public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or the POTW or WWTP, the local administrative officer may, without prior notice, issue an order reciting the existence of such an emergency and requiring that such action be taken as he or she deems necessary to address the emergency, including suspension of a user's right to discharge into the POTW.
- (2) If the violator fails to respond or is unable to respond to the local administrative officer's order, the local administrative officer may take such emergency action as he or she deems necessary, or contract with a qualified person or persons to carry out the emergency measures. The local administrative officer may assess the user(s) responsible for the emergency condition for actual costs incurred by the town in addressing the emergency.

§ 18-236 COMPLIANCE ORDER.

- (1) When the local administrative officer finds that a user has violated or continues to violate any provision(s) of this chapter, an industrial discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the local administrative officer may issue a compliance order to that user. A compliance order shall set forth required corrective action to be taken and a schedule of compliance specifying the dates by which such corrective actions must be performed. The local administrative officer may order that the user's sewer service be discontinued until the user satisfies the requirements of the compliance order. A compliance order may not extend the deadline for compliance established by a pretreatment standard or requirement, nor may it relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user. A compliance order may be issued concurrently with a notice of violation.
- (2) The compliance order may, without limitation:
 - (a) Require a user to demonstrate that in-plant modifications will reduce or eliminate the discharge of such substances in conformity with this chapter;
 - (b) Require pretreatment, including storage facilities or flow equalization, necessary to reduce or eliminate the objectionable characteristics or substances;
 - (c) Require additional monitoring and management practices designed to minimize the amount of pollutants discharged to the POTW; or
 - (d) Take such other remedial action as may be deemed to be desirable or necessary to achieve the purposes of this chapter.

§ 18-237 ORDER TO CEASE AND DESIST.

When the local administrative officer finds that a user has violated or continues to violate any provision(s) of this chapter, an industrial discharge permit or order issued hereunder, or any other pretreatment standard or

requirement, or that the user's past violations are likely to recur, the local administrative officer may issue an order to the user directing it to cease and desist all such violations and directing the user to:

- (1) Immediately comply with all requirements; and
- (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 18-238 TERMINATION OF DISCHARGE.

The local administrative officer may revoke an industrial discharge permit and/or terminate any user's right to discharge into the POTW for violation of any of the conditions listed in § 18-212. Prior to such revocation and/or termination, the user will be notified of such proposed action and be offered an opportunity to show cause under § 18-244 why the proposed action should not be taken. Exercise of this option by the local administrative officer shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 18-239 INJUNCTION.

When a user is alleged to have violated or is about to violate the provisions of this chapter, the local administrative officer may petition the Chancery Court of Rutherford County, Tennessee, through the Town's Attorney for the issuance of a preliminary or permanent injunction, or both, as may be appropriate in restraining the continuance of the violation. Court proceedings brought under this section shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 18-240 PRETREATMENT ENFORCEMENT COSTS OR EXPENSES.

- (1) When the local administrative officer finds that a user has violated or continues to violate any provisions) of this chapter, an industrial discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the local administrative officer may issue an order requiring the user to pay any costs or expenses incurred by the town in connection with the user's violation, including, without limitation:
 - (a) Compensation for damage to the POTW, WWTP, or other wastewater treatment processes;
 - (b) Costs of inspection and investigation to evaluate damage to the POTW, WWTP, or other wastewater treatment processes;
 - (c) Extraordinary monitoring of the wastes associated with the violation;
 - (d) Extraordinary treatment measures or processing imposed on the town by the violation;
 - (e) Any fine or penalty related to a violation of the town's NPDES permit;
 - (f) Costs or expenses incurred by the town related to damage to the environment that is attributed to the violation; and
 - (g) Attorney's fees.
- (2) The town may also require the user to furnish a bond or other security, with terms specified by the town, to hold the town harmless from any loss or expense that it may incur as a result of such noncompliance or any future non-compliance.
- (3) Any order for costs or expenses issued in accordance with this section shall be paid no later than 30 days after the date of service of such order, except as provided for in division (4) below.

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- (4) Any user against whom an order for costs or expenses is issued may challenge that order under the procedures set forth in §§ 18-245 and 18-246. If the decision by the local hearing authority includes costs or expenses incurred by the town, in any amount, such costs and expenses must be paid no later than 14 days after the decision by the local hearing authority.
 - (5) An order under this section shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 18-241 CIVIL PENALTIES.

- (1) Any user who does any of the following acts or omissions shall be subject to a civil penalty of up to \$10,000 per day for each day during which the act or omission continues or occurs:
 - (a) Violates any discharge prohibition, standard, or limitation imposed by this chapter;
 - (b) Violates the terms or conditions of the user's industrial discharge permit;
 - (c) Fails to submit applications, documentation, or plans required under this chapter;
 - (d) Fails to allow or perform an entry, inspection, monitoring, reporting, or notification requirement of this chapter;
 - (e) Fails to pay user or cost recovery charges imposed under this chapter; and
 - (f) Violates a final determination or order of the local hearing authority or the local administrative officer.
- (2) In assessing a civil penalty, the local administrative officer shall consider the following factors, without limitation:
 - (a) The user's compliance history;
 - (b) Whether the violation occurred after a schedule of compliance was issued;
 - (c) Damages to the pretreatment agency, including compensation for the damage to the POTW, and also including any penalties, costs, and attorney's fees incurred by the pretreatment agency as the result of the illegal activity, as well as the expenses involved in enforcing this section and the costs involved in rectifying any damages;
 - (d) The severity of the violation, both in terms of the potential environmental damage of the pollutant, and its effect on the POTW;
 - (e) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
 - (f) Cause of the discharge or violation;
 - (g) Effectiveness of the action taken by the user to cease the violation;
 - (h) The technical and economic reasonableness of reducing or eliminating the discharge; and
 - (i) The economic benefit gained by the violator.
- (3) Any civil penalty assessed in accordance with this section shall be paid no later than 30 days after the date of service of the civil penalty, except as provided for in division (4) below.
- (4) Any user against whom a civil penalty is assessed may challenge that assessment under the procedures set forth in §§ 18-245 and 18-246. If the decision by the local hearing authority includes a civil penalty, in any amount, such civil penalty must be paid no later than 14 days after the decision by the local hearing authority.
- (5) The assessment of a civil penalty shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 18-242 TERMINATION OF WATER OR SEWER SERVICE.

Whenever a user fails to pay any applicable and duly prescribed charges, indemnities, or penalties provided for under this chapter, within the time limits prescribed for such payment, procedure for enforcement shall be as follows.

- (1) The town shall give notice to such user by certified mail stating the specifics of the non-payment and requiring that the person make full payment within ten calendar days after receipt of notice.
- (2) The town may thereupon, without further notice, cause the user's water service from the public water system to be discontinued or sever the user's connection to the sewerage system.
- (3) In any case where water service is discontinued or the sewer connection is severed by the town for enforcement purposes, the restoration of such service shall be conditioned on full payment of all delinquent user charges and penalties and any expenses incurred in the enforcement proceedings and in the restoration of the service.

§ 18-243 USERS NOT CONNECTED WHO FAIL TO COMPLY.

In any case that involves a person who fails to comply with this chapter but who is not connected to or is not a user of the POTW, the town shall give notice to such person by certified mail, stating the specifics of the failure of compliance and requiring that the person promptly remedy the failure. At the same time, the town shall report the facts of such case in writing to such other government agency as may have jurisdiction and power to take appropriate enforcement action.

§ 18-244 ORDER TO SHOW CAUSE.

The local administrative officer may order any alleged violator to show cause before the local administrative officer why a proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the local administrative officer regarding the alleged violation; the proposed enforcement action; the reasons for the proposed enforcement action; and directing the user to show cause before the local administrative officer why the proposed enforcement action should not be taken. The notice of hearing shall also inform the user of his, her, or its right to be represented by counsel at the hearing and shall be served personally or by registered or certified mail (return receipt requested) at least ten days before the hearing. Service may be made on any agent or officer of a corporation.

§ 18-245 PETITION FOR HEARING.

- (1) Any industrial discharge permit issuance, reissuance, modification, or denial, any notice of violation pursuant to § 18-233, any termination discharge pursuant to § 18-238, any civil penalty assessed pursuant to § 18-241, and any order issued by the local administrative officer pursuant to §§ 18-235, 18-236, and 18-240 shall become final and not subject to review unless the user subject to the action or order requests by written petition a hearing before the local hearing authority, no later than 30 days after the date such order is served. The local hearing authority may review an action or order that becomes final in the absence of a petition for hearing on the same grounds upon which a court of the state may review default judgments.
- (2) A petition for a hearing under this section shall be submitted to the local administrative officer. The local administrative officer shall give the petitioner 30 days' written notice of the time and place of the hearing, but in no case shall the hearing be held more than 60 days from the receipt of the written petition, unless the local administrative officer and the petitioner agree to a postponement. Any person to whom an emergency order is directed pursuant to § 18-235 shall comply with the emergency order immediately, but

on petition to the local hearing authority shall be afforded a hearing as soon as possible, but in no case shall such hearing be held later than three days from the receipt of such petition by the local hearing authority.

- (3) The petitioner shall have the opportunity to examine all relevant documents, records, and regulations of the town prior to the hearing.

§ 18-246 HEARING PROCEDURES.

The hearing provided for in § 18-245 will be conducted by the local hearing authority. The following procedures shall apply.

- (1) A verbatim record of the proceedings shall be taken by a stenographer and filed with the town, together with the findings of fact and conclusions of law made pursuant to division (6) below. The transcript so recorded shall be made available to the petitioner or any party to the hearing upon payment of a charge set by the town to cover the costs of preparation.
- (2) (a) In connection with the hearing, the local administrative officer shall issue subpoenas in response to any reasonable request by any party to the hearing requiring the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing.
(b) In case of contumacy or refusal to obey a notice of hearing or subpoena issued under this section, the Chancery Court of Rutherford County shall have jurisdiction upon the application of the local hearing authority or the local administrative officer to issue an order requiring such person to appear and testify or produce evidence as the case may require, and any failure to obey such order of the court may be punished by such court as contempt.
- (3) Any member of the local hearing authority may administer oaths and examine witnesses.
- (4) The petitioner has the right to be represented by counsel, to cross-examine any and all witnesses against it, and to present any affirmative legal or equitable defenses.
- (5) The hearing shall be conducted informally and evidence pertinent to the facts and issues raised may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The local hearing authority shall require all present to conduct themselves in an orderly fashion.
- (6) Solely on the basis of the evidence produced at the hearing, the local hearing authority shall make findings of fact and conclusions of law and enter such decisions and orders as, in its opinion, will best further the purposes of the pretreatment program and shall give written notice of such decisions and orders to the alleged violator. The order issued under this section shall be issued no later than 30 days following the close of the hearing by the chair.
- (7) The decision of the local hearing authority shall be final and binding on all parties unless appealed to chancery court under the common law writ of certiorari as set out in T.C.A. § 27-8-101 within 60 days from the date such order or determination is made.

§ 18-247 JUDICIAL PROCEEDINGS AND RELIEF.

Notwithstanding any other provisions of this chapter, the town may initiate proceedings in the Chancery Court of Rutherford County, Tennessee, under T.C.A. § 69-3-127, to seek injunctive relief and any other relief available to the town in law or equity against any person who is alleged to have violated, or is about to violate, the provisions of this chapter, to enforce this chapter or to recover damages caused by the failure of any user to comply with this chapter.

§ 18-248 COST RECOVERY.

The town may from time to time adopt charges and fees as part of its budget process for the purpose of recovering costs from users for the implementation of this chapter and for the construction, operation, and maintenance of the POTW. Charges and fees may include, but are not limited to:

- (1) Service connection charges;
- (2) User charges;
- (3) Industrial user surcharges;
- (4) Fees for monitoring, inspections, and surveillance procedures;
- (5) Fees for reviewing accidental discharge procedures and construction;
- (6) Fees for permit applications;
- (7) Fees for filing appeals; and
- (8) Other fees as the Town Council may deem necessary to carry out the requirements contained herein.

§ 18-249 RATE SCHEDULES.

The town will adopt and modify from time to time separate rate schedules to supplement this chapter.

§ 18-250 AMENDMENT.

The town expressly reserves the absolute right to amend, modify, rescind, or supplement this chapter at any time.

§ 18-251 CERTIFICATION STATEMENT.

The following certification statement is required to be signed and submitted by users submitting industrial discharge permit applications in accordance with § 18-209, baseline monitoring reports in accordance with § 18-222, reports on compliance with the categorical pretreatment standard deadlines in accordance with § 18-223, and monthly compliance reports in accordance with § 18-224. The following certification statement must be signed by an authorized representative of the industrial user as defined in § 18-203:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

§ 18-252 CRIMINAL PENALTIES.

In accordance with T.C.A. § 69-3-115(c), any person who willfully and knowingly falsifies any records, information, plans, specifications, or other data, or who willfully and knowingly causes the town to violate its NPDES permit or to otherwise fail to comply with applicable water quality standards, or who willfully fails, neglects, or refuses to comply with any of the provisions of the Water Quality Control Act of 1977, as amended, commits a Class E felony and is subject to punishment by a fine of not more than \$25,000 or incarceration, or both.



**Town of Smyrna
Town Council Meeting
Agenda Summary**

**Agenda Item Number 7.d.
Department: Administration
Date: April 14, 2026**

Subject:

Consideration of the appointment of one (1) member to the Board of Zoning appeals to serve a three-year term ending in 2029.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Annual Board and Committee appointments were held at the regular meeting on March 10, 2026. Current Sister City Committee member, Gregory Creasey, applied for consideration for appointment to the Board of Zoning Appeals and was subsequently appointed. In an effort to have citizens serve on only one board at a time, Mr. Creasey was removed from his seat on the Sister City Relations Committee and another applicant was appointed to his unexpired term.

Summary:

Since appointments were announced at the March 10, 2026, meeting, it has come to the attention of staff that Gregory Creasey has declined his recent appointment to the Board of Zoning Appeals in order to be considered to remain on the Sister City Relations Committee. The next item on your agenda is another vacancy that was just presented on the Sister City Relations Committee; an unexpired term ending in 2028.

This appointment is made by Town Council nomination and majority confirmation.

Recommended Council Action:

Staff recommends appointing one (1) member to the Board of Zoning Appeals to serve a three-year term ending in 2029.

Attachments:

1. Blair, Wayne_Redacted

**Smyrna**
Tennessee

Casey Conard <casey.conard@townofsmyrna.org>

Committee Application: Board of Zoning Appeals1 message

noreply via Board Applications <boardapplications@townofsmyrna.org>

Fri, Mar 27, 2026 at 1:01 PM

Reply-To: [REDACTED]
To: boardapplications@townofsmyrna.org
Cc: noreply@revize.com

Date = 2026-03-27
Committee-Requested[] = Board of Zoning Appeals
Full-Name = Wayne Riley Blair
Street-Address = [REDACTED]
City = Smyrna
State = Tennessee
Zip-Code = 37167
How-long-have-you-lived-in-Smyrna = All total approximately 30 years
Are-you-a-registered-voter = Yes
Phone-Number = [REDACTED]
Alternate-Phone-Number = N/A
E-mail-Address = [REDACTED]
Current-Workplace = N/A
Job-Title = N/A
Length-of-Employment = N/A
Business-Address = N/A
Business-Phone-Number = N/A
Education = BS from MTSU
Past-Current-Community-Involvement = Past President Smyrna Rotary Club, presently serving on the Smyrna Rotary Foundation Board, Past President of 3 Smyrna Elementary Schools, previously served on the Town of Smyrna Beer Board and also the Town of Smyrna Packaged Liquor Board, former Rutherford County School Board member and chairman, former Rutherford County Commissioner, Past President of the Tennessee School Board Association and presently serving as Chairman of The Rutherford County Schools Foundation
Professional-Organizations = N/A
Why-you-would-like-to-serve-on-this-committee = This Board is the last appeal opportunity for citizens to prove a hardship with a Town of Smyrna ordinance before pursuing Judicial relief. I believe I can be of assistance in that process.
Do-you-know-of-any-potential-conflicts = no
Client IP = 206.251.215.36



**Town of Smyrna
Town Council Meeting
Agenda Summary**

**Agenda Item Number 7.e.
Department: Administration
Date: April 14, 2026**

Subject:

Consideration of the appointment of one (1) member to the Sister City Relations Committee to serve an unexpired term ending in 2028.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

On Monday, March 16, 2026, staff received the following email from Sister City Relations Committee Member, Amy Wise, requesting to resign her position on the committee. Since this notice and the workshop meeting, staff received further wishes to rescind her resignation due to a change in circumstance. Amy Wise will remain on the Sister City Relations Committee to fulfill her term ending in 2028.

On Tuesday, April 7, 2026, Sister City Relations Committee Chairperson, Marc Michaelson, forwarded to staff an email from Committee Member, Natalie Schuette, formally resigning her position on the committee due to "an increasingly demanding work travel schedule," and being "unable to attend enough in-person meetings, as required."

Summary:

Due to Natalie Schuette's recent resignation, the Council will need to fill an unexpired term on the Sister City Relations Committee ending in 2028.

Members are nominated by the Mayor and confirmed by a majority vote of Town Council.

Recommended Council Action:

Staff recommends the appointment of one (1) member to the Sister City Relations Committee to serve an unexpired term ending in 2028.

Attachments:

1. Creasey, Gregory(Sister City)-Redacted
2. Tilton, Kelly(Sister City)-Redacted



Committee Application: Sister City Committee

1 message

noreply via Board Applications <boardapplications@townofsmyrna.org>

Sat, Mar 1, 2025 at 9:20 PM

Reply-To: [REDACTED]
To: boardapplications@townofsmyrna.org
Cc: noreply@revize.com

Date = 2025-03-01
Committee-Requested[] = Sister City Committee
Full-Name = Gregory Creasey
Street-Address = [REDACTED]
City = Smyrna
State = TN
Zip-Code = 37167
How-long-have-you-lived-in-Smyrna = 45 years
Are-you-a-registered-voter = Yes
Phone-Number = [REDACTED]
Alternate-Phone-Number = N/A
E-mail-Address = [REDACTED]
Current-Workplace = [REDACTED]
Job-Title = Director of Public Relations / Strategic Business Communications
Length-of-Employment = 20 years
Business-Address = [REDACTED]
[Franklin, Tenn](#)
Business-Phone-Number = N/A
Education = Masters of PR

Past-Current-Community-Involvement = I've always found ways to be involved in my community, taking on different leadership and volunteer roles over the years. For the past seven years, I've served on the executive board of the Smyrna Baseball League as both PR Officer and Treasurer. I've also been an active member of Lifepoint Church for 15 years, serving as a deacon and helping with community outreach. Through Lifepoint, I've regularly volunteered with Room in the Inn, working with their overnight program to support those in need in both Nashville and Smyrna. On top of that, I have a big heart for animal welfare and have organized several pet adoption events and shelter beautification projects to support local rescues. Giving back and helping build a strong, connected community is something I truly care about, and I'm always looking for ways to contribute.

Professional-Organizations = I'm a member of the Public Relations Society of America (PRSA) and the International Association of Business Communicators (IABC).

Why-you-would-like-to-serve-on-this-committee = Serving on the Sister Cities Committee would be an incredible opportunity to give back to a program that has deeply impacted my family. In 2023, my daughter Adelai was selected as a Sister Cities ambassador, and we had the privilege of hosting Hina from Zama, Japan. This experience was transformative—not only for Adelai but for our entire family. Watching her grow in confidence, develop a broader worldview, and form lasting international friendships showed me firsthand the power of cultural exchange. Now, as she prepares to travel to Zama this summer, I see how this program fosters personal growth, mutual understanding, and a spirit of global connection that extends far beyond the trip itself.

Through my work in PR and government relations at Mars, I've had a lot of experience with stakeholder engagement and cross-cultural relationship building—both of which feel pretty relevant to strengthening our partnership with Zama. If I can use any of that to help support our Sister Cities program, I'd love the opportunity. Sister Cities has already had such a big impact on my family - in ways I never imagined - and I'd love to play a role in making sure more families and young leaders get to have the same kind of experience.

Do-you-know-of-any-potential-conflicts = I don't anticipate any conflicts that would prevent me from serving on the Sister Cities Committee. The only thing to note is that I won't be able to travel to Zama in 2025 when my daughter goes with the delegation. Honestly, I love the idea of her having this experience on her own. Other than that, I'm fully available and excited to contribute however I can.

Client IP = 99.51.240.78



Smyrna
Tennessee

Casey Conard <casey.conard@townofsmyna.org>

Committee Application: Sister City Committee

1 message

noreply via Board Applications <boardapplications@townofsmyna.org>

Fri, Mar 27, 2026 at 11:22 AM

Reply-To: [REDACTED]

To: boardapplications@townofsmyna.org

Cc: noreply@revize.com

Date = 2026-03-27

Committee-Requested[] = Sister City Committee

Full-Name = Kelly Tilton

Street-Address = [REDACTED]

City = Smyrna

State = TN

Zip-Code = 37167

How-long-have-you-lived-in-Smyrna = 2 years

Are-you-a-registered-voter = Yes

Phone-Number = [REDACTED]

Alternate-Phone-Number = N/A

E-mail-Address = [REDACTED]

Current-Workplace = Motlow State Community College

Job-Title = Smyrna Librarian

Length-of-Employment = 4 years

Business-Address = [5002 Motlow College Blvd, Smyrna, T](#)

Business-Phone-Number = 6152207800

Education = MS Info Sci; MFA Writing

Past-Current-Community-Involvement = I have recently joined the Smyrna Civilian Academy

Professional-Organizations = Tennessee Library Association

Why-you-would-like-to-serve-on-this-committee = I was on the JET program from 2018-2020. I want to engage with my community and help in any areas that overlap with my interests and education.

Do-you-know-of-any-potential-conflicts = No that I know of, unless the JET program is

Client IP = [198.231.30.236](#)



Tilton_license.png
92K

STATE SHARED TAX COMPARISON

Month	2019-2020 Monthly Total	2020-2021 Monthly Total	2021-2022 Monthly Total	2022-2023 Monthly Total	2023-2024 Monthly Total	2024-2025 Monthly Total	2025-2026 Monthly Total	2025-2026 Cumulative Total	Cumulative Change From Prior Year	Monthly Change From Prior Year
July	\$538,607	\$569,227	\$675,704	\$750,938	\$770,508	\$784,583	\$799,150	\$799,150	1.86%	1.86%
August	\$490,350	\$505,650	\$637,125	\$642,853	\$640,156	\$648,895	\$679,574	\$1,478,724	3.16%	4.73%
September	\$545,010	\$543,837	\$654,051	\$688,813	\$723,602	\$762,463	\$778,047	\$2,256,771	2.77%	2.04%
October	\$535,795	\$561,777	\$670,111	\$732,715	\$720,068	\$758,074	\$790,589	\$3,047,360	3.16%	4.29%
November	\$539,986	\$562,873	\$661,082	\$708,770	\$700,782	\$759,740	\$772,514	\$3,819,874	2.86%	1.68%
December	\$538,242	\$546,193	\$678,744	\$701,643	\$715,102	\$741,754	\$743,017	\$4,562,891	2.41%	0.17%
January	\$639,967	\$701,428	\$784,248	\$823,609	\$932,749	\$873,761	\$903,431	\$5,466,322	2.57%	3.40%
February	\$493,603	\$543,003	\$605,312	\$654,525	\$638,086	\$669,404	\$665,576	\$6,131,898	2.22%	-0.57%
March	\$472,865	\$483,643	\$597,747	\$626,857	\$667,651	\$664,131			-	-
April	\$511,986	\$667,669	\$762,848	\$773,106	\$785,084	\$805,026			-	-
May	\$420,817	\$654,013	\$709,081	\$726,153	\$738,889	\$767,217			-	-
June	\$518,069	\$632,775	\$738,292	\$747,334	\$763,902	\$783,788			-	-
Fiscal Year Total	\$6,245,296	\$6,972,088	\$8,174,345	\$8,577,317	\$8,796,579	\$9,018,836	\$6,131,898			

\$9,366,000 2025-2026 BUDGET

Increase Over Prior Yr

1.6%

11.6%

17.2%

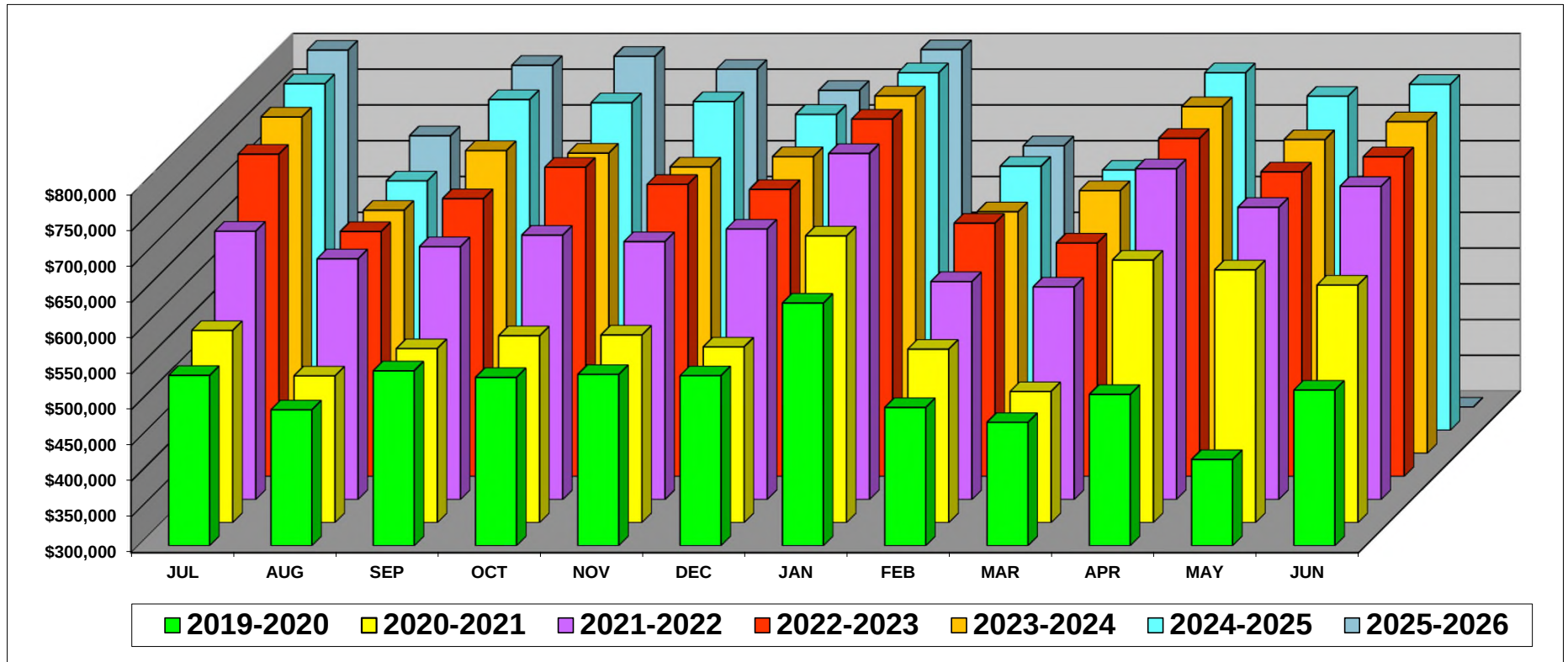
4.9%

2.6%

2.5%

65.47% of Budget

66.67% of Year



LOCAL SALES TAX COMPARISON

Month	2019-2020 Monthly Total	2020-2021 Monthly Total	2021-2022 Monthly Total	2022-2023 Monthly Total	2023-2024 Monthly Total	2024-2025 Monthly Total	2025-2026 Monthly Total	2025-2026 Cumulative Total	Cumulative Change From Prior Year	Monthly Change From Prior Year
July	\$1,312,882	\$1,390,327	\$1,509,514	\$1,650,638	\$1,789,943	\$1,815,261	\$1,867,607	\$1,867,607	2.88%	2.88%
August	\$1,135,971	\$1,247,023	\$1,452,861	\$1,599,124	\$1,657,278	\$1,706,139	\$1,786,616	\$3,654,223	3.77%	4.72%
September	\$1,090,456	\$1,171,964	\$1,369,684	\$1,462,909	\$1,611,573	\$1,724,292	\$1,792,206	\$5,446,429	3.83%	3.94%
October	\$1,258,630	\$1,229,619	\$1,422,373	\$1,582,132	\$1,619,480	\$1,709,348	\$1,815,394	\$7,261,823	4.41%	6.20%
November	\$1,127,668	\$1,236,004	\$1,445,358	\$1,652,887	\$1,662,363	\$1,775,059	\$1,820,928	\$9,082,751	4.04%	2.58%
December	\$1,165,293	\$1,262,502	\$1,534,530	\$1,628,335	\$1,656,329	\$1,742,705	\$1,760,233	\$10,842,984	3.53%	1.01%
January	\$1,670,399	\$1,784,627	\$1,773,435	\$1,973,137	\$2,127,344	\$2,165,424	\$2,105,219	\$12,948,203	2.45%	-2.78%
February	\$1,027,159	\$1,251,752	\$1,326,843	\$1,518,119	\$1,528,565	\$1,601,289	\$1,579,650	\$14,527,853	2.02%	-1.35%
March	\$1,045,378	\$1,091,353	\$1,346,157	\$1,478,814	\$1,558,258	\$1,600,418			-	-
April	\$1,277,864	\$1,525,934	\$1,649,321	\$1,784,941	\$1,807,516	\$1,839,663			-	-
May	\$1,078,328	\$1,471,223	\$1,625,558	\$1,675,329	\$1,737,779	\$1,777,235			-	-
June	\$1,208,953	\$1,444,368	\$1,835,710	\$1,726,626	\$1,752,031	\$1,788,549			-	-
Fiscal Year Total	\$14,398,978	\$16,106,697	\$18,291,344	\$19,732,991	\$20,508,458	\$21,245,383	\$14,527,853			

\$21,836,000 2025-2026 Budget 110-31610

Increase Over Prior Yr

3.0% 11.9% 13.6% 7.9% 3.9% 3.6%

66.53% of Budget
66.67% of Year

